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

DATE AND TIME:
Tuesday,
December 14, 2021
6:00 p.m.

REGULAR MEETING AGENDA
OF THE
CITY COUNCIL OF THE CITY OF EL MONTE

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

COUNCILMEMBERS/AUTHORITY MEMBERS:
Jessica Ancona, Mayor
♦ Alma D. Puente, Mayor Pro Tem ♦ Martin R. Herrera, Councilmember
♦ Victoria Martinez Muela, Councilmember ♦ Dr. Maria Morales, Councilmember

---

Members of the public wishing to observe the meeting may do so in one (1) of the following ways:
(1) Turn your TV to Channel 3; or
(2) City's website at http://www.elmonteca.gov/378/Council-Meeting-Videos; or
(3) In Person.

Persons wishing to offer public comment for this meeting may do so in one of the following ways:

(1) By directly addressing the City Council in person at the time(s) allotted on the agenda for such comment. Persons wishing to address the City Council in person are asked to fill-out a blue speaker card providing their name and indicating whether they wish to address the Council on an item(s) of business appearing under (i) the Closed Session portion of the agenda; (ii) the Public Hearing portion of the agenda; (iii) any item of business appearing under any other portion of the agenda; and/or (iv) a non-agendized matter that is within the subject matter jurisdiction of the City Council. Speaker cards should be submitted to the City Clerk or the Sergeant at Arms (a uniformed El Monte Police Officer) before the City Council's approval of the agenda, if possible. As members of the public are free to attend City Council meetings in person, the City Council does not receive public comment by telephone or internet-based service. 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 matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.). 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 for the record. Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons. All comments or queries presented by a speaker shall be addressed to the City Council as a body and not to any specific member thereof. No questions shall be posed to any member of the City Council except through the presiding official of the meeting, the Mayor and/or Chair. 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 City 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.

(2) By submitting written comments, provided such written comments are received by the City Clerk at least 30 minutes prior to the posted meeting time. Written comments may be submitted via electronic mail at: cityclerk@elmonteca.gov. Written comments will be provided to members of the City Council and will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Persons submitting written comments are encouraged to identify the specific item(s) on the agenda their comment(s) relate to or whether they relate to non-agendized matters. Written comments will not be read aloud.

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.

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

1. CALL TO ORDER:

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Jessica Ancona, Mayor/Chair
Alma D. Puente, Mayor Pro Tem/Authority Member
Martin R. Herrera, Councilmember/Authority Member
Victoria Martinez Muela, Councilmember/Authority Member
Dr. Maria Morales, Councilmember/Authority Member

3. APPROVAL OF AGENDA:

4. CLOSED SESSION:

The City Council and the various legislative bodies whose membership is composed exclusively of the membership of the City Council (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(s) 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 single speaker time allotment of 3 continuous minutes total per speaker to address the Council on any or all closed session items of business.

4.1 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – (Workers Compensation) Alan Wong, Case Nos. ADJ10732230; ADJ10732233; ADJ14290523.

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

4.3 Closed Session Pursuant to Government Code Section 54956.9(d) (4) – Conference with Legal Counsel – Anticipated Litigation – One (1) Matter.

4.4 Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Two (2) Matters.

4.5 Closed Session Pursuant to Government Code Section 54956.9(d)(2), (e)(1) – Conference with Legal Counsel regarding Anticipated Litigation – One Potential Case.

4.6 Closed Session Pursuant to Government Code Section 54956.9(a), 54956.9(c) and 54956.9(d)(1) - Conference with Legal Counsel – Pending Litigation - FEAH, LLC v. City of El Monte, LASC Case No. 20STCP03720.

4.7 Closed Session Pursuant to Government Code Section 54956.9(a), 54956.9(c) and 54956.9(d)(1) - Conference with Legal Counsel – Pending Litigation - Dronatherapy, LLC v. City of El Monte, LASC Case No. 20STCP04067.

4.8 Closed Session Pursuant to Government Code Section 54956.9(a), 54956.9(c) and 54956.9(d)(1) - Conference with Legal Counsel – Pending Litigation – Nibble This, LLC v. City of El Monte, LASC Case No. 20STCP04044.

4.9 Closed Session Pursuant to Government Code Sections 54956.9(a), 54956.9(c) and 54956.9(d)(1) - Conference with Legal Counsel regarding Pending Litigation - NeroCanna Corp. v. City of El Monte, LASC Case No. 20STCP02545.

4.10 Closed Session Pursuant to Government Code Section 54956.9(a), 54956.9(c) and 54956.9(d)(1) - Conference with Legal Counsel – Pending Litigation – CaliMed Baldwin, LLC v. City of El Monte, LASC Case No. 20STCP03134.

4.11 Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator.

City Negotiator: Alma Martinez, City Manager, John Nguyen Human Resources/Risk Management Director.

Employee Organization: El Monte Police Mid-Management Association.

4.12 Closed Session Pursuant to Government Code Section 54957 – Discussion Relating to Preparations for Annual/Routine Performance Evaluation Per Section 8 of City Manager Employment Contract.

OPEN SESSION PROCEEDINGS

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

5. INVOCATION: City Council.

6. FLAG SALUTE: City Council.

7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:

8. GENERAL PUBLIC COMMENT:

This time has been set aside for members of the public to directly address the City Council on agendized items of business (other than those agendized as public hearing or closed session items) or on any other item of interest to the speaker that is within the subject matter jurisdiction of the City Council, the Housing Authority, the Financing Authority and/or the Water Authority (collectively, the "Council"). Each speaker will be limited to a single allotment of three (3) continuous minutes total to address the Council on any or all matters covered by this section. As explained more specifically under the Public Hearing portion of this agenda, members of the public wishing to offer comment on items of business agendized under the Public Hearing portion of the agenda shall have a separate allotment of three (3) continuous minutes per speaker per public hearing item. Except as otherwise provided under the Brown Act (Gov. Code Section 54950 et seq.), the Council may not deliberate or take action upon any matter not listed on this posted agenda but may order that any such matter be placed on the agenda for a subsequent meeting. The Council may also direct staff to investigate certain matters for consideration at a future meeting.

9. CITY TREASURER'S REPORT:

9.1 Transmittal of the Treasurer's Cash and Investment Report for the Quarter Ended September 30, 2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file the Treasurer's Cash and Investment Report for the quarter ended September 30, 2021.

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

10. DEMAND RESOLUTION NO. D-655

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

THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES RESOLVE AS FOLLOWS: SECTION 1. That the attached list of claims and demands totaling $9,563,341.27 have been examined by the City Treasurer and that warrant numbers 1102405 through 1102740, and the payroll period October 16, 2021 through November 15, 2021 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

11. APPROVAL OF MINUTES: Regular Meeting Minutes of October 5, 2021; Regular Meeting Minutes of October 16, 2021; Regular Meeting Minutes of November 2, 2021; and Regular Meeting Minutes of November 16, 2021.

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 Cancelling its Regularly Scheduled Meeting of December 21, 2021 and the Rescheduling of the January 2022 Meetings to January 11, 2022 and January 25, 2022.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a Resolution of the El Monte City Council to cancel the regularly scheduled meeting of December 21, 2021 and the rescheduling of the January 2022 meetings to January 11, 2022 and January 25, 2022.

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

Resolution No. 10319

12.3 Approval of an Increase to the Purchase Order with Roadline Products, Inc.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve an increase to the Purchase Order with Roadline Products, Inc. by $15,000 for a new not-to-exceed Purchase Order amount of $55,000.

Total Cost: $15,000 Account No: 225-67-682-6211
Is the cost of this item budgeted? Yes Measure M Fund

12.4 Approval of a Resolution Authorizing the Execution of the Proposition 68 Subrecipient Grant Agreement Between the City of El Monte and the San Gabriel Basin Water Quality Authority.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt a Resolution authorizing the execution of the Proposition 68 Sub-Recipient Grant Agreement for the San Gabriel Basin Regional Groundwater Remediation Program between the City of El Monte and the San Gabriel Basin Water Quality Authority;
2. Accept the receipt of eligible project operations and activities reimbursement costs to the Water Fund (600) for operations and maintenance and future Capital Improvement Projects from WQA;
3. Approve of signage at Well 2A, Well 12, and the EMOU "Funding for this Project has been provided in full or in part by Proposition 68 – the California, Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for all Act of 2018 through an agreement with the State Water Resources Control Board"; and
4. Authorize the use of the reimbursement funds for Operations and Maintenance and future CIPs once funds are received.

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

Resolution No. 10320

12.5 Approval of the Issuance of a Request for Proposal for a Citywide Operational Efficiency Study.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve a Request for Proposal for a Citywide operational efficiency study; and
2. Authorize City staff to publish and solicit proposals for the related RFP.

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

12.6 Approval of Recognized Obligation Payment Schedule 22-23, Successor Agency Administrative Budget for Fiscal Year 2022-23, and Accompanying Resolution.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the Recognized Obligation Payment Schedule 22-23 and Administrative Budget for the July 1, 2022 through June 30, 2023 period.

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

Resolution No. SA-81

12.7 Approval of a Resolution Regarding the Filing of a Grant Application for the Jr. Recreation Leader Volunteer Program Teen Nature and Cultural Adventures with the California Natural Resources Agency for the Prop 64 Youth Community Access Grant Program Funding.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consideration and approval of a Resolution approving the filing of application for Prop 64 Youth Community Access Grant funds from the California Natural Resources Agency.

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

Resolution No. 10321

12.8 Approval of a Resolution of the City Council of the City of El Monte, California, Confirming and Ratifying the Creation of a Temporary Advisory Ad Hoc Committee Regarding the Study and Development of Recommendations and/or Proposals Regarding the Establishment of a Guaranteed Income Program for the City and Related Committee Appointments.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approval of a Resolution confirming and ratifying the creation of a temporary, advisory ad hoc committee to study and make recommendations regarding the possible

implementation of a guaranteed income program for the City of El Monte and confirming committee assignments regarding the same.

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

Resolution No. 10322

12.9 Approval of a 30-day Resolution Regarding the Conduct of Teleconferenced Meetings of the City Council and Other City Bodies Under the Modified Rules Set Forth Under Government Code Section 54953(E) and Other Applicable Provisions of AB361.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive presentation from staff;
2. Prose questions to staff;
3. Discuss and provide direction to staff on the options outlined for the conduct of meetings of the City Council and other legislative bodies of the City, subject to the Brown Act, as modified by Assembly Bill 361; and
4. Consider possible adoption of a Resolution authorizing City legislative bodies to hold remote teleconference meetings subject to modified Brown Act requirements during a declared state of emergency in accordance with Assembly Bill 361.

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

Resolution No. 10323

13. PUBLIC HEARINGS:

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

13.1 A Public Hearing to Consider Adoption of a Resolution Approving the Mitigated Negative Declaration for the Garvey Avenue Grade Separation Drainage Improvement, CIP No. 884.

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. Receive comments from interested members of the public;
5. Pose follow up questions to City staff;
6. Close the public hearing; and
7. Consider and adopt the Resolution approving the Mitigated Negative Declaration for Garvey Avenue Grade Separation Drainage Improvement Project, CIP No. 884.

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

Resolution No. 10324

13.2 A Public Hearing to Consider and Approve of an Urgency Ordinance Amending Chapters 17.04 and 17.06 of Title 17 of the El Monte Municipal Code, Regarding Urban Dwellings and Urban Lot Splits, to Conform with California Senate Bill No. 9.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

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

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

Urgency Ordinance No. 3009

14. REGULAR AGENDA:

14.1 Consideration and Approval of a Lease Agreement By and Between the City of El Monte and Claremont Graduate University, a California Non-Profit Corporation, and the South El Monte Art Posse for the City-Owned Building Located at 3820 Penn Mar Avenue (Zamora Art House).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and authorize the City Manager to execute a lease agreement with Claremont Graduate University, a California non-profit corporation, and the South El Monte Art Posse ("SEMAP") for a one (1) year lease for the City-owned building located at 3820 Penn Mar Avenue for a term of not more than twelve (12) months.

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

14.2 Consideration and Approval of a Lease Agreement By and Between the City of El Monte and the San Gabriel Valley LGBTQ 501© Non-Profit Organization for the City-Owned Building Located at 12127 Elliott Avenue (Maxson Auditorium) .

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and authorize the City Manager to execute a lease agreement with the San Gabriel Valley LGBTQ non-profit corporation (SGV LGBTQ) for a one (1) year lease for the City-owned building located at 12127 Elliott Avenue for a term of not more than twelve (12) months.

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

14.3 Consideration and Approval of a Renewal of the Existing Lease Agreement By and Between the City of El Monte and the Veterans of Foreign Wars Post 10218 for the City-Owned Building Located at 11126 Ramona Boulevard.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and authorize the City Manager to execute a renewal of a lease agreement with the Veterans of Foreign Wars Post 10218 for the City-owned building located at 11126 Ramona Boulevard for a term of not more than five (5) years.

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

14.4 Consideration and Approval to Award a Construction Contract to Christensen Brothers General Engineering, Inc. for the Sewer Replacement Nevada Avenue and Bodger Street Area, CIP 005, and Pavement Rehabilitation and Improvement, CIP 038, for a Total Not-to-Exceed Amount of $12,150,035.79

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Construction Contract to Christensen Brothers General Engineering, Inc. for the Sewer Replacement Nevada Avenue and Bodger Street Area, CIP 005, and the Pavement Rehabilitation and Improvement, CIP 038, for a total not-to-exceed amount of $12,150,035.79;
2. Consider and approve the total appropriation of a not-to-exceed amount of $12,150,035.79; which includes the Contract amount of $10,565,248.51 plus an approximate fifteen percent (15%) contingency of $1,584,787.28; and
3. Authorize the City Manager, or her designee, to execute the Contract with Christensen Brothers General Engineering, Inc.

Total Cost: $12,150,035.79

Account No: 227-67-005-8221 - $500,00 Sewer Impact Fees
650-67-005-8221 - $8,104,029.30 Sewer Fund
223-67-038-8221 - $2,500,000 SB1
225-67-038-8221 - $1,054,789 Measure M Fund

Is the cost of this item budgeted? Yes

14.5 Consideration and Approval to Award a Construction Contract to All American Asphalt, Inc. for the El Monte Regional Bicycle Commuter Access Improvement Project, CIP 016, for a Not-To-Exceed Amount of $1,031,578.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve an award a construction contract to All American Asphalt, Inc. for the El Monte Regional Bicycle Commuter Access Improvement Project, CIP 016, (the "Project") for a not-to-exceed amount of $ 1,031,577;
2. Consider and approve the total appropriation of a not-to-exceed amount of $1,031,577; which includes the contract amount of $897,024.16 plus an approximate fifteen percent (15%) contingency of $134,552.84; and
3. Authorize the City Manager, or her designee, to execute a construction contract with All American Asphalt, Inc.

Total Cost: $1,031,578

Account No: 212-67-016-8221 - $369,789
217-67-016-8221 - $661,789

Is the cost of this item budgeted? Yes

14.6 Consideration and Approval of a Professional Services Agreement with NV5, Inc. for Inspection & Labor Compliance Services for the Sidewalk & Curb Ramp Reconstruction Project, Phase 1 & 2, CIP No. 052.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement (PSA) with NV5, Inc. for Inspection and Labor Compliance Services for the Sidewalk & Curb Ramp Reconstruction Project, Phase 1 & 2, CIP No. 052 (the "Project") for a not-to-exceed amount of $175,329 which includes an Agreement amount of $159,390 plus an approximate 10% contingency of $15,610; and
2. Authorize the City Manager, or her designee, to execute the PSA with NV5, Inc.

Total Cost: $175,329 Account No: 225-67-052-8221
Is the cost of this item budgeted? Yes Measure M

14.7 Consideration and Approval to Award a Construction Contract to Kormex Construction, Inc. for the Ramona Boulevard Median Landscape Improvement Project – CIP No. 857 Phase 2 for a Not-to-Exceed Amount of $192,050.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Construction Contract to Kormex Construction, Inc. for the Ramona Boulevard Median Landscape Improvement Project – CIP No. 857 Phase 2 (the "Project") for an amount of $167,000;
2. Consider and approve the total appropriation of a not-to-exceed amount of $192,050 which includes the Contract amount of $167,000 plus a fifteen percent (15%) contingency of $25,050; and
3. Authorize the City Manager, or her designee, to execute a Construction Contract with Kormex Construction, Inc.

Total Cost: $192,050 Account No: 212-67-857-8221
Is the cost of this item budgeted? No Measure R

14.8 Consideration and Appointment of a Representative from the City of El Monte to the Board of Trustees for the San Gabriel Valley Mosquito & Vector Control District.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Appoint a representative from the City of El Monte to the Board of Trustees of the San Gabriel Valley Mosquito & Vector Control District for a term of two (2) years.

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

14.9 Consideration and Approval of Request to Authorize the City Manager to Make All Conforming Edits, Finalize, and Execute in Final Form the Exclusive Negotiating Agreement By and Between the City of El Monte and Prima Development for the Potential Sublease and Development of a 6.11 Acre Portion of the Maclaren Hall Property Owned by the County of Los Angeles, Located at 4024 Durfee Avenue.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the terms and authorize the City Manager to make all conforming edits, finalize, and execute in final form the Exclusive Negotiating Agreement by and between the City of El Monte and Prima Development for the potential sublease and development of a 6.11 acre portion of the MacLaren Hall property owned by the County of Los Angeles, located at 4024 Durfee Avenue.

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

14.10 Consideration and Approval of Professional Services Agreements Related to the El Monte Homekey Program with S&L Security, Inc., Pipe Pros and Approval of Employee Overtime for Room Renovations for the Homekey Program.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve an amendment to the Professional Services Agreement with S&L Security, Inc. ("Security") to provide onsite security services for the El Monte Homekey Program for an additional $205,140 and a total contract amount not-to-exceed $376,090;
2. Approve an amendment to the Professional Services Agreement with Pipe Pros ("Plumbing") to provide onsite plumbing services for the El Monte Homekey Program for an additional $15,000 and a total contract amount not-to-exceed $45,000;
3. Approve $50,000 in employee overtime for the room renovations to be performed by City staff; and
4. Authorize the City Manager, or her designee, to make all conforming modifications and edits and execute all implementing documents.

Total Cost: $270,000 Account No: 253-64-623-6111 – $102,570 ESG-CV
100-65-047-6111 - $102,570 ARPA
TBD PLHA-2020 - $15,000
Is the cost of this item budgeted? Yes/No TBD ARPA - $50,000

14.11 Consideration and Approval of Professional Services Agreement and Scope of Services with Union Station Homeless Services (USHS) to Provide Operation and Supportive Services for a Total Amount Not-to-Exceed $550,001 and Approval of License Agreement with USHS for the Implementation of the Homekey Program at the M Motel Site.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve a Professional Services Agreement and Scope of Services with Union Station Homeless Services (USHS) to provide operation and supportive services for the Homekey Program at the M Motel in the amount of $550,001;
2. Approve a License Agreement with USHS for the M Motel;
3. Approve an allocation of $112,001 of ARPA funding for the Homekey Program; and
4. Authorize the City Manager, or her designee, to make all conforming modifications and edits and execute all implementing documents.

Total Cost: $550,001 Account No: HCD Homekey Grant $438,000
Is the cost of this item budgeted? No and ARPA $112,001

14.12 Consideration and Approval of an Agreement with the California Office of Administrative Hearings to Provide the City of El Monte with As-Needed Hearing Officer Services Relating to Appeals of Determinations on Mobilehome Park Owner Petitions for Rent Adjustment, in an Amount Not-to-Exceed $48,000 Over Five (5) Years.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the Standard Agreement with OAH;
2. Approve the funding allocations from the General Fund in an amount not-to-exceed $48,000 for OAH services; and
3. Authorize the City Manager to execute the form of the OAH Standard Agreement.

Total Cost: $48,000 Account No: Pass Thru
Is the cost of this item budgeted? No

14.13 Consideration and Approval of the American Recovery Plan Act Budget.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt an American Rescue Plan Act fund budget; and

2. Direct staff to submit the budget spending plan to the Department of the Treasury on or before the January 31, 2022 reporting deadline.

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

14.14 Consideration and Approval of a Resolution Authorizing the City to Enter into Settlement Agreements with Certain Manufacturers, Distributors, and Retailers of Opioid Pharmaceuticals and Agree to the Terms of the Participation Agreements to the Settlement Agreements.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the attached Resolution authorizing the City to enter into settlement agreements with certain manufacturers, distributors, and retailers of opioid pharmaceuticals and agree to the terms of the Participation Agreements to the Settlement Agreements.

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

Resolution No. 10325

14.15 Consideration and Approval of a Resolution Updating the Citywide Classification and Compensation Plan and Repealing and Replacing Resolution No. 10318.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution updating the Citywide Classification and Compensation Plan, effective January 1, 2022.

Total Cost: $69,160 Account No: 100-61-611-5000
Is the cost of this item budgeted? No

Resolution No. 10326

15. CITY ATTORNEY'S AGENDA:

15.1 Continuation of Overview of District Election Process and Other Organizational Topics and Request for Direction from the City Council Regarding Same.

16. CITY MANAGER'S AGENDA:

17. WRITTEN COMMUNICATIONS:

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Ancona

18B. Mayor Pro Tem Puente

18C. Councilman Herrera

18D. Councilwoman Martinez Muela

18D.1 Discussion and More Evidence in Support of a Resolution of the City Council Calling for a State Audit for High-Risk Local Governments.

18D.2 Discussion and Direction to Administration Regarding Media Inquiries.

18D.3 Discussion Regarding Human Resources Policies Regarding Whistleblower Complaints.

18D.4 Discussion on Diversity, Equity and Inclusion Policies Supporting EMPD, Administration and Staff.

18D.5 Discussion and Action on Scheduling Workshops and Meetings Including ARPA Budget, City Sponsored Events and Adhocs.

18D.6 Discussion on Retirements, Succession Planning and Hiring Open Positions.

18D.7 Discussion and Action Regarding Comprehensive Parking Analysis.

18E. Councilwoman Dr. Morales

19. ADJOURNMENT:

The next Regular Meeting of the City Council will be held on **January 11, 2021** 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: December 11, 2021 at 5:15 p.m.

AGENDA CALENDAR 2021

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

FREE FOOD PANTRY

Weekly on Wednesdays 1:00 p.m – 4:00 p.m.
Community Resource Center
3570 Santa Anita Avenue, El Monte
Walk-ins welcome – no appointment needed.

COVID-19
EL MONTE TESTING CENTERS
September 7, 2021 – December 31, 2021

Monday	Aquatic Center 11001 Mildred St. (on Mildred Street)	1:00 p.m.-7:00 p.m.
Tuesday	Mt. View Park 12127 Elliott Ave. (Elliott Parking Lot)	12:00 p.m.– 6:00 p.m.
Wednesday	Fletcher Park 3404 Fletcher Park Way (In parking lot)	1:00 p.m. – 6:30 p.m.
Thursday	El Monte Farmer's Market 3611 Monterey Ave.(on Monterey Ave)	2:00 p.m. – 8:00 p.m.
Friday	Lambert Park 11431 McGirk Ave. (In parking lot)	12:00 p.m. – 6:00 p.m.

12:00 P.M. – 7:00 P.M.
FREE COVID-19 VACCINATIONS
Every Tuesday, Thursday and Saturday
LA METRO EL MONTE
3501 Santa Anita Avenue, El Monte

Schedule your appointment at: vaccine.fulgentgenetics.com
For more information please contact: **publichealth.lacounty.gov**

CITY OF EL MONTE & EAST VALLEY HEALTH CLINIC PROVIDING COVID-19 VACCINES TO LA COUNTY RESIDENTS 18 AND OLDER
1ST Dose appointments can be made at https://emvaccine.c-rep.co/
2nd Dose appointment can be made during your first dose 15 minute observation period or by visiting https://emvaccine.c.rep.co/
The link is updated on a weekly basis to reflect upcoming appointment availability.

AGENDA CALENDAR 2021

CITY OF EL MONTE COVID-19 RENT RELIEF PROGRAM
Financial assistance for rent and utilizes to income-eligible California renters and their landlords who have been impacted by COVID-19.
Both renters and landlords can apply for assistance.
For more information or to apply, call 1-833-687-0967.

COUNTY OF LOS ANGELES & NEIGHBORHOOD HOUSING SERVICES – *THE CENTER FOR ECONOMIC RECOVERY*
Foreclosure Prevention & Mortgage Relief Program
Program eligible applicants can receive up to $20,000.00 to help offset mortgage delinquencies
For more information and to sign up for the upcoming workshops:
nhslacounty.org/mortgagereliefprogram
1-888-895-2647
Applications accepted beginning April 12, 2022

CITY OF EL MONTE PARKS, RECREATION & COMMUNITY SERVICES COVID-19 VACCINE REGISTRATION ASSISTANCE FOR RESIDENTS 65 & OLDER
If you are 65 or older and need assistance registering, please contact the Jack Crippen Senior Center at 626-580-2210
Appointments Are Limited
VACCINATELACOUNTY.COM

CITY OF EL MONTE PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT - *COMMUNITY INFORMATION AND ASSISTANCE PROGRAM*
To register for the program or schedule an appointment please contact the Jack Crippen Multipurpose Senior Center at 626-580-2210
This program provides information on public benefits, legal referrals and assistance for families residing in the City of El Monte.
Eligibility Requirements: El Monte Resident and must meet Income Guidelines

TUE. – DEC. 14TH

6:00 P.M. CLOSED SESSION
7:00 P.M. OPEN SESSION
ADJOURNED CITY COUNCIL MEETING
El Monte City Hall Council Chamber
11333 Valley Boulevard, El Monte

AGENDA CALENDAR 2021

TUE. – DEC. 14TH	**SANTA FLOAT DRIVE THROUGH** **Arceo/Fletcher Area Route**
WED. – DEC. 15TH	**LONGO TOYOTA SANTA VISIT** (More information to follow)
THU. DEC. 16TH	**5:00 P.M. – 9:00 P.M.** **CITY OF EL MONTE *FOOD FEST*** El Monte Aquatic Center 11001 Mildred Street, El Monte **(In Front of Aquatic Center)**
THU. – DEC. 16TH	**SANTA FLOAT DRIVE THROUGH** **Mt. View Park Area Route**
THU. – DEC. 23RD	**5:00 P.M. – 9:00 P.M.** **CITY OF EL MONTE *FOOD FEST*** El Monte Aquatic Center 11001 Mildred Street, El Monte **(In Front of Aquatic Center)**
THU. – DEC. 30TH	**5:00 P.M. – 9:00 P.M.** **CITY OF EL MONTE *FOOD FEST*** El Monte Aquatic Center 11001 Mildred Street, El Monte **(In Front of Aquatic Center)**
THU. – JAN. 6TH	**5:00 P.M. – 9:00 P.M.** **CITY OF EL MONTE *FOOD FEST*** El Monte Aquatic Center 11001 Mildred Street, El Monte **(In Front of Aquatic Center)**
TUE. – JAN. 11TH	**6:00 P.M. CLOSED SESSION** **7:00 P.M. OPEN SESSION** **REGULAR CITY COUNCIL MEETING** El Monte City Hall Council Chamber 11333 Valley Boulevard, El Monte

CITY OF EL MONTE

FINANCE DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

November 18, 2021

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 SEPTEMBER 30, 2021

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file the Treasurer's Cash and Investment Report for the quarter ended September 30, 2021.

BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION

Government Code Section 53646(b) (1) and the City's investment policy require 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 September 30, 2021 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 July 20, 2021, 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 September 30, 2021, approximately 74.61% of the City's investment portfolio, $74.27 million is held in the State of California Local Agency Investment Fund (LAIF) which earned .24% during the quarter compared to the US Treasury Bill benchmark which earned .05% 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 September 30, 2021, $3.04 million was held in the overnight sweep account.

As of September 30, 2021, approximately 16.59% of the City's investment portfolio, $16.51 million is being managed by Chandler Asset Management through US Bank. The investments include corporate bonds and government securities.

The market value of the City's cash and investments total $99.5 million at September 30, 2021 which represents a $29.2million increase 41.54% as compared to $70.3 million at September 30, 2020. This increase primarily due to the $21.27 million funding received from American Rescue Plan Act and the 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 September 30, 2021.

Respectfully submitted,

ALMA MARTINEZ
City Manager

VIVIANA LONGORIA
City Treasurer

Attachment
1. Treasurer's Cash and Investment Report for the quarter ended September 30, 2021.

DATE: December 14, 2021
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 Report
September 30, 2021

Investments under City Management	Average Earnings Rate this Quarter *	Metrics (3)	Cost	Market Value (1)		% of Portfolio	WAM (2)
Local Agency Investment Fund (LAIF)	0.24%	0.05%	$ 52,999,758	$ 52,993,062		53.24 %	-
Local Agency Investment Fund (LAIF ARPA)	0.24%	0.05%	21,278,391	21,275,703		21.37 %	-
Overnight Sweep Account	0.005%	0.00%	3,037,634	3,037,634		3.05 %	-
Total Investments under City Management			77,315,783	77,306,399			
Investments Managed by Contracted Parties (Held in the City's Name under Custodial Arrangements)							
Corporate Bonds and Government Securities	0.36%	0.27%	16,537,841	16,514,601	**	16.59 %	0.33
Total Investments			93,853,624	93,821,000			
Demand Deposits and Cash on Hand			5,717,621	5,717,621		5.74 %	-
Total Treasurer's Cash and Investments			$ 99,571,245	$ 99,538,621		100.00 %	

(1) Sources: 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

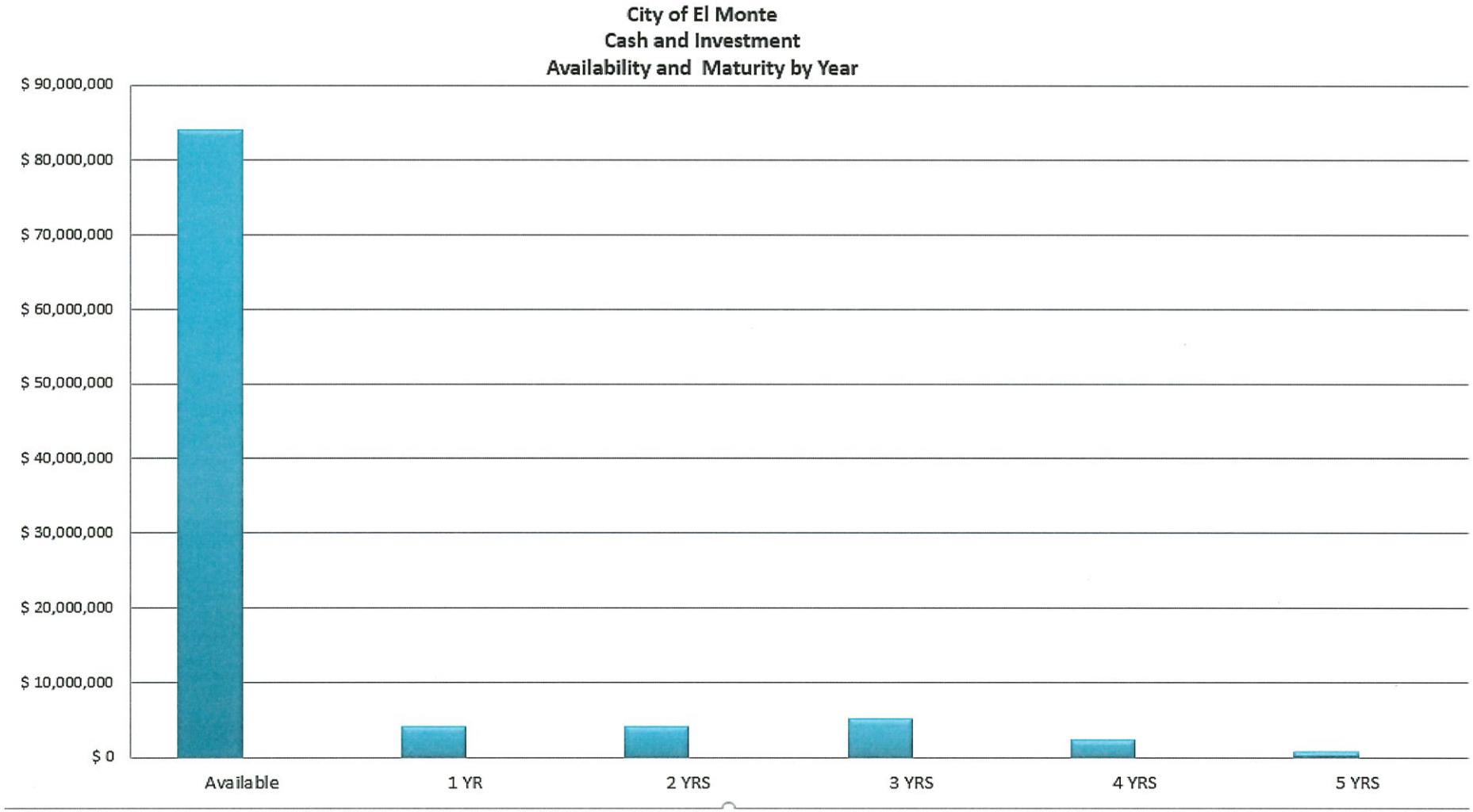
* May include true-up adjustments from previous periods.

** Refer to the attached Holdings Report with a total amount of $16,512,880 due to different pricing systems being used by Chandler and US Bank.

(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.

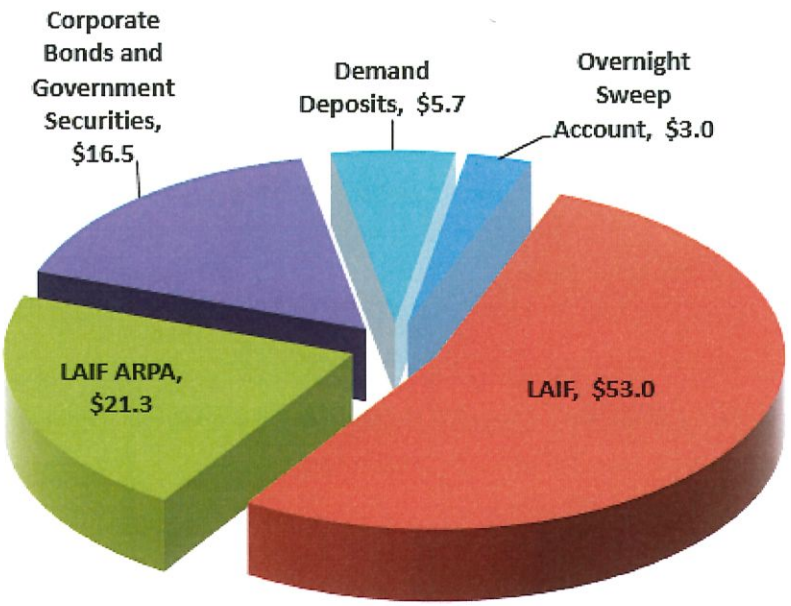
Attachment 1



Attachment 1

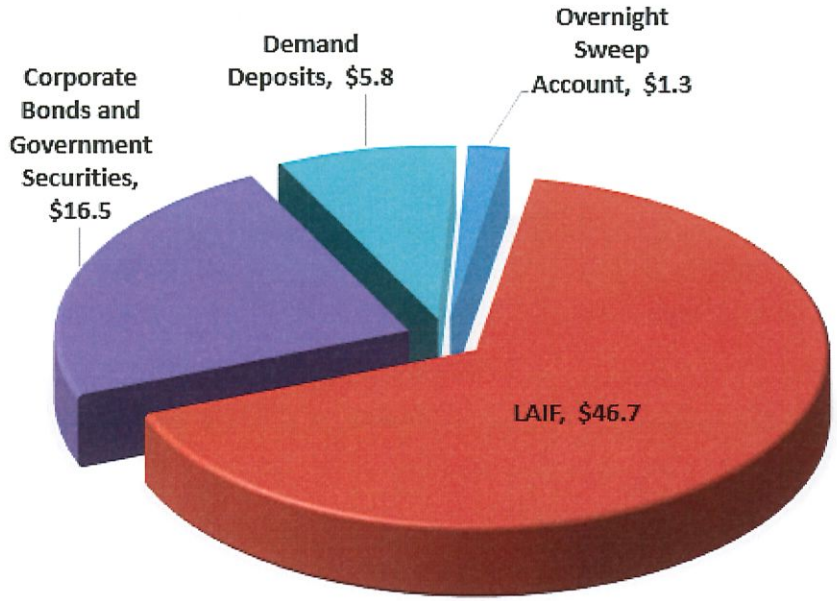
City of El Monte Cash and Investment Compared to Previous Year

SEPTEMBER 30,2021



Total $ 99.5 Million

SEPTEMBER 30, 2020

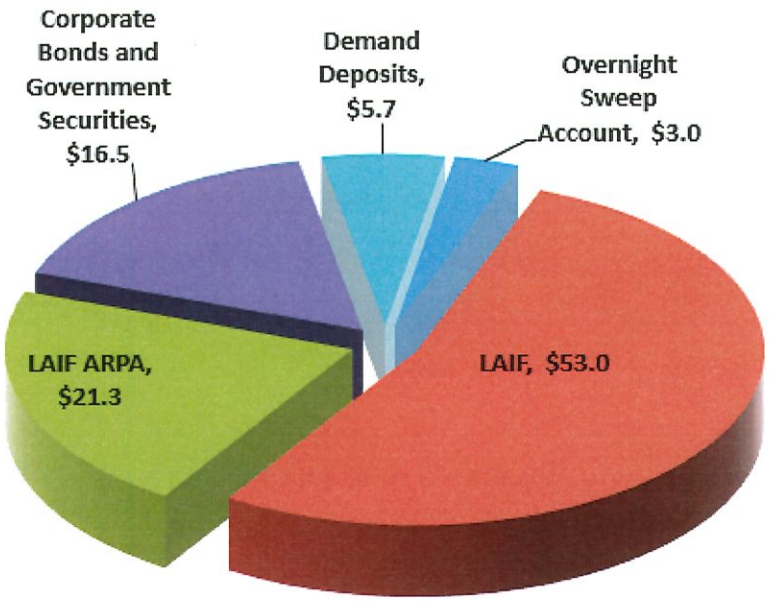


Total $ 70.3 Million

Attachment 1

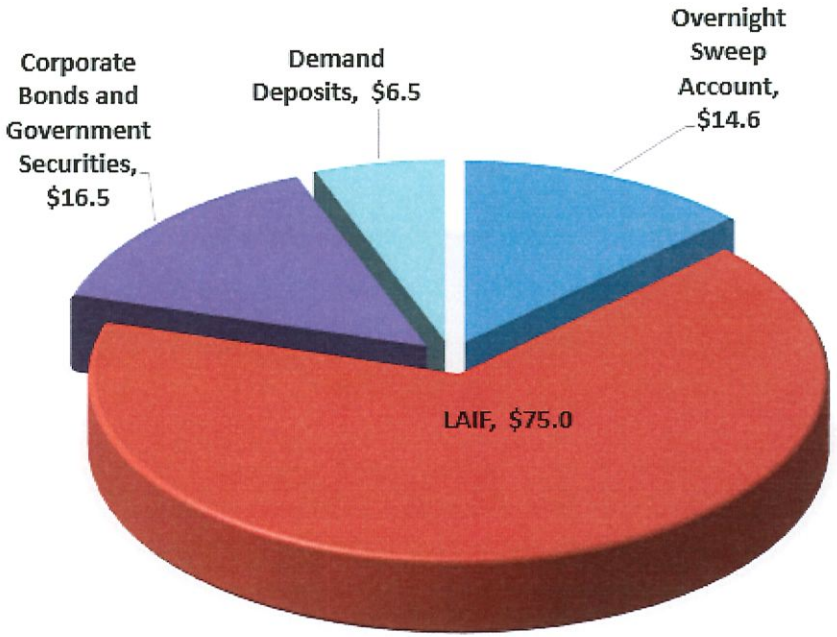
City of El Monte Cash and Investment Compared to Previous Quarter

SEPTEMBER 30,2021



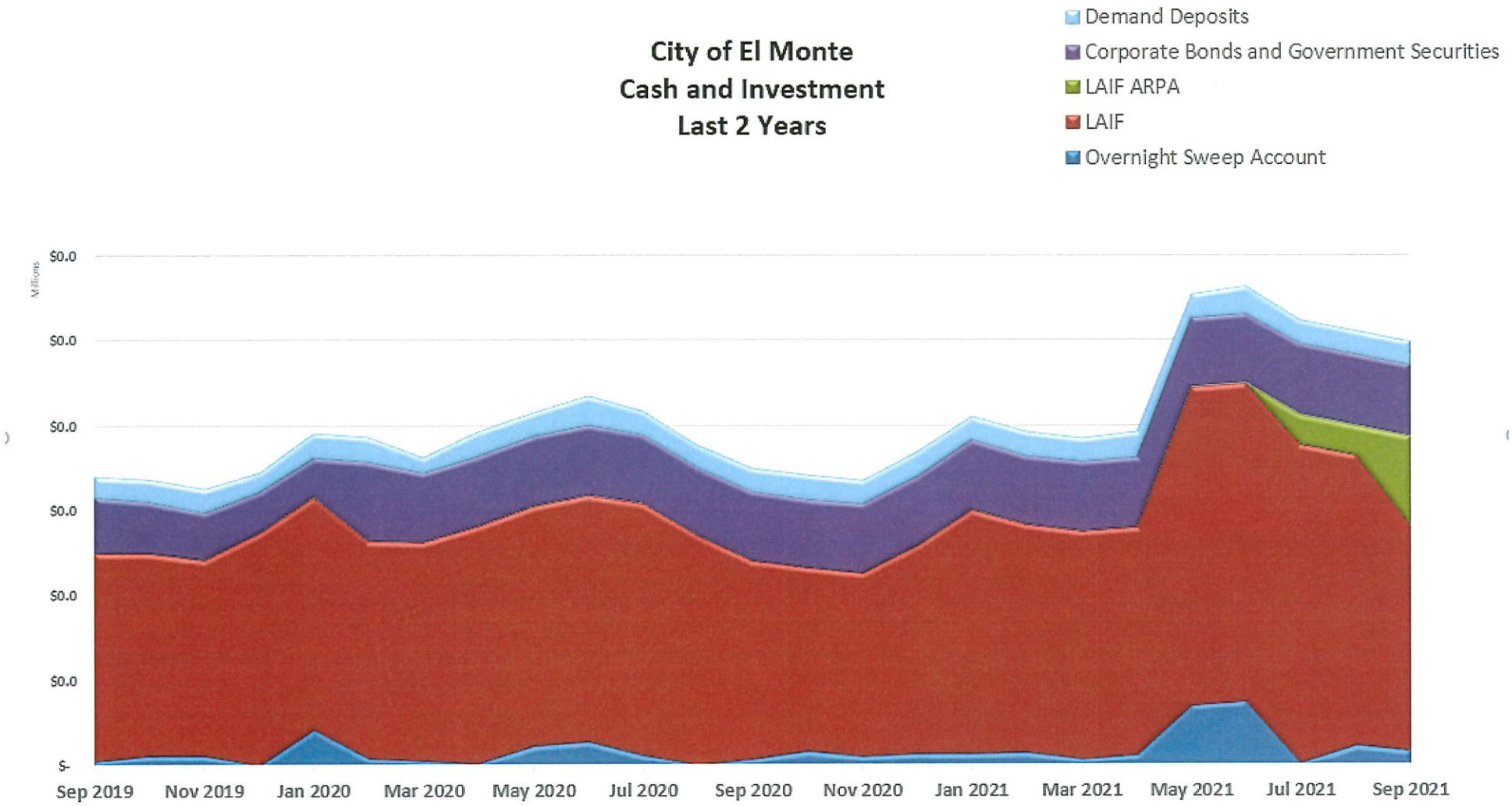
Total $ 99.5 Million

JUNE 30, 2021



Total $ 112.6 Million

Attachment 1



Attachment 1

City of El Monte

Account #10693

Portfolio Summary

As of September 30, 2021

PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.85
Average Coupon	1.12%
Average Purchase YTM	0.76%
Average Market YTM	0.36%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	1.99 yrs
Average Life	1.87 yrs

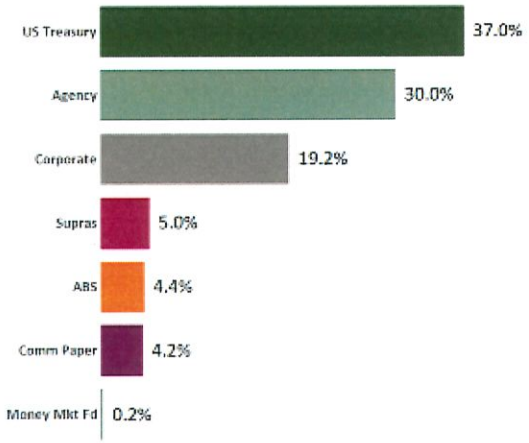
ACCOUNT SUMMARY

	Beg. Values as of 8/31/21	End Values as of 9/30/21
Market Value	16,524,005	16,512,880
Accrued Interest	51,984	38,206
Total Market Value	**16,575,990**	**16,551,086**
Income Earned	10,815	10,595
Cont/WD		-1,519
Par	16,319,529	16,349,306
Book Value	16,448,323	16,471,996
Cost Value	16,505,696	16,537,841

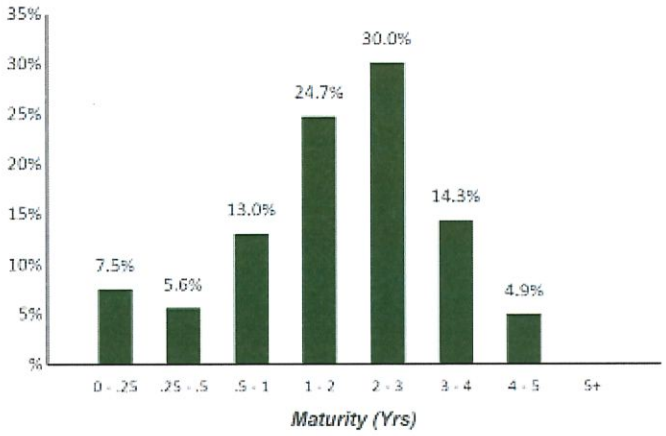
TOP ISSUERS

Government of United States	37.0%
Federal Home Loan Mortgage Corp	17.2%
Federal National Mortgage Assoc	5.6%
Federal Home Loan Bank	3.7%
Federal Farm Credit Bank	3.4%
Morgan Stanley	3.1%
Toyota Motor Corp	2.9%
Intl Bank Recon and Development	2.4%
Total	**75.4%**

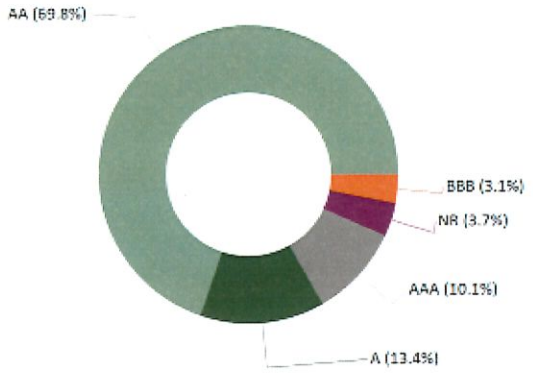
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**2/29/2020**
City of El Monte	-0.14%	0.06%	-0.06%	0.13%	N/A	N/A	N/A	N/A	1.00%
ICE BofA 1-3 Yr US Treasury & Agency Index	-0.10%	0.06%	-0.02%	0.04%	N/A	N/A	N/A	N/A	1.03%

Attachment 1

City of El Monte

Account #10693

Holdings Report

As of September 30, 2021

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
ABS									
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	85,000.00	09/22/2020 0.38%	84,987.51 84,991.51	100.11 0.28%	85,094.95 11.36	0.51% 103.44	NR / AAA AAA	3.05 1.20
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	80,000.00	06/22/2021 0.40%	79,993.96 79,994.57	99.98 0.41%	79,981.20 14.22	0.48% (13.37)	NR / AAA AAA	3.13 1.80
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	50,000.00	09/08/2021 0.34%	49,994.84 49,994.94	99.91 0.38%	49,953.75 7.33	0.30% (41.19)	Aaa / NR AAA	3.24 1.77
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	70,000.00	10/06/2020 0.36%	69,986.96 69,989.92	100.08 0.28%	70,052.64 10.89	0.42% 62.72	NR / AAA AAA	3.30 1.05
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	80,000.00	02/17/2021 0.27%	79,998.54 79,998.83	99.95 0.31%	79,961.76 6.00	0.48% (37.07)	Aaa / NR AAA	3.56 1.32
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	85,000.00	10/20/2020 0.39%	84,980.42 84,985.91	100.07 0.33%	85,061.37 14.36	0.51% 75.46	NR / AAA AAA	3.62 1.39
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	150,000.00	02/02/2021 0.27%	149,972.16 149,977.94	99.90 0.34%	149,847.15 17.33	0.91% (130.79)	Aaa / NR AAA	3.62 1.36
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	60,000.00	03/02/2021 0.37%	59,988.47 59,990.27	99.91 0.41%	59,948.76 9.60	0.36% (41.51)	Aaa / NR AAA	3.96 1.78
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	70,000.00	07/13/2021 0.52%	69,993.76 69,994.10	99.93 0.55%	69,953.03 16.18	0.42% (41.07)	Aaa / NR AAA	4.46 2.41
Total ABS		**730,000.00**	**0.36%**	**729,896.62** **729,917.99**	**0.36%**	**729,854.61** **107.27**	**4.41%** **(63.38)**	**Aaa / AAA** **AAA**	**3.55** **1.52**
AGENCY									
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	162,000.00	02/19/2020 1.46%	164,750.76 162,412.81	100.65 0.09%	163,060.61 833.63	0.99% 647.80	Aaa / AA+ AAA	0.29 0.29
3133ELWD2	FFCB Note 0.375% Due 4/8/2022	180,000.00	04/03/2020 0.45%	179,733.60 179,931.03	100.17 0.06%	180,298.26 324.38	1.09% 367.23	Aaa / AA+ AAA	0.52 0.52
3133ELYR9	FFCB Note 0.25% Due 5/6/2022	200,000.00	04/30/2020 0.31%	199,746.00 199,924.50	100.11 0.07%	200,214.60 201.39	1.21% 290.10	Aaa / AA+ AAA	0.60 0.60

Attachment 1

City of El Monte

Account #10693

Holdings Report

As of September 30, 2021

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									
3134GVJ66	FHLMC Note 0.25% Due 6/8/2022	200,000.00	06/04/2020 0.28%	199,880.00 199,958.90	100.10 0.10%	200,209.00 156.94	1.21% 250.10	Aaa / NR AAA	0.69 0.69
3137EAET2	FHLMC Note 0.125% Due 7/25/2022	170,000.00	07/21/2020 0.24%	169,615.80 169,844.12	100.04 0.08%	170,066.13 38.96	1.03% 222.01	Aaa / AA+ AAA	0.82 0.82
3133ELNW0	FFCB Note 1.45% Due 2/21/2023	185,000.00	02/19/2020 1.44%	185,037.89 185,017.56	101.75 0.19%	188,239.72 298.06	1.14% 3,222.16	Aaa / AA+ AAA	1.39 1.38
3137EAEQ8	FHLMC Note 0.375% Due 4/20/2023	200,000.00	04/17/2020 0.46%	199,500.00 199,741.55	100.26 0.21%	200,510.60 335.42	1.21% 769.05	Aaa / AA+ AAA	1.55 1.55
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	190,000.00	05/05/2020 0.39%	189,920.20 189,957.58	100.22 0.24%	190,415.53 288.96	1.15% 457.95	Aaa / AA+ AAA	1.59 1.59
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	150,000.00	05/20/2020 0.35%	149,548.50 149,753.43	100.04 0.23%	150,053.55 134.38	0.91% 300.12	Aaa / AA+ AAA	1.64 1.64
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	185,000.00	03/24/2020 0.77%	196,667.95 191,184.71	104.29 0.25%	192,937.98 1,441.46	1.17% 1,753.27	Aaa / AA+ AAA	1.72 1.68
3137EAES4	FHLMC Note 0.25% Due 6/26/2023	185,000.00	06/24/2020 0.35%	184,459.80 184,687.72	100.03 0.24%	185,046.62 122.05	1.12% 358.90	Aaa / AA+ AAA	1.74 1.73
3135G05G4	FNMA Note 0.25% Due 7/10/2023	250,000.00	07/08/2020 0.32%	249,462.50 249,682.41	99.97 0.26%	249,936.75 140.63	1.51% 254.34	Aaa / AA+ AAA	1.78 1.77
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	305,000.00	08/19/2020 0.28%	304,688.90 304,803.93	99.96 0.27%	304,866.72 78.37	1.84% 62.79	Aaa / AA+ AAA	1.90 1.89
3137EAEW5	FHLMC Note 0.25% Due 9/8/2023	355,000.00	Various 0.25%	354,978.85 354,986.67	99.92 0.29%	354,723.81 56.70	2.14% (262.86)	Aaa / AA+ AAA	1.94 1.93
3135G0U43	FNMA Note 2.875% Due 9/12/2023	185,000.00	02/19/2020 1.45%	194,094.60 189,974.05	105.07 0.27%	194,373.77 280.71	1.18% 4,399.72	Aaa / AA+ AAA	1.95 1.91
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	225,000.00	10/14/2020 0.25%	224,160.75 224,429.00	99.62 0.31%	224,134.20 128.91	1.35% (294.80)	Aaa / AA+ AAA	2.04 2.04
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	335,000.00	11/03/2020 0.28%	334,698.50 334,789.28	99.94 0.28%	334,814.41 337.33	2.02% 25.13	Aaa / AA+ AAA	2.10 2.09
3130A3VC5	FHLB Note 2.25% Due 12/8/2023	200,000.00	03/19/2020 0.96%	209,426.00 205,538.99	104.11 0.36%	208,225.20 1,412.50	1.27% 2,686.21	Aaa / AA+ NR	2.19 2.13
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	185,000.00	03/18/2020 0.89%	195,707.80 191,564.99	104.97 0.33%	194,187.10 280.71	1.17% 2,622.11	Aaa / AA+ NR	2.44 2.38

Attachment 1

City of El Monte

Account #10693

Holdings Report

As of September 30, 2021

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%	215,498.00 209,919.93	106.45 0.47%	212,904.80 1,709.03	1.30% 2,984.87	Aaa / AA+ NR	2.71 2.60
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	335,000.00	11/18/2020 0.51%	332,869.40 333,249.99	98.34 0.80%	329,423.26 27.92	1.99% (3,826.73)	Aaa / AA+ AAA	3.98 3.94
3135G06G3	FNMA Note 0.5% Due 11/7/2025	335,000.00	11/18/2020 0.52%	334,654.95 334,715.06	98.67 0.83%	330,531.77 670.00	2.00% (4,183.29)	Aaa / AA+ AAA	4.11 4.04
Total Agency		**4,917,000.00**	**0.56%**	**4,969,100.75** **4,946,068.21**	**0.32%**	**4,959,174.39** **9,298.44**	**30.02%** **13,106.18**	**Aaa / AA+** **AAA**	**1.96** **1.94**
COMMERCIAL PAPER									
89233GYP5	Toyota Motor Credit Discount CP 0.18% Due 11/23/2021	350,000.00	04/26/2021 0.18%	349,632.50 349,632.50	99.90 0.18%	349,632.50 274.75	2.11% 0.00	P-1 / A-1+ F-1	0.15 0.15
21687AZ14	Rabobank Nederland NV NY Discount CP 0.17% Due 12/1/2021	350,000.00	05/04/2021 0.17%	349,652.92 349,652.92	99.90 0.17%	349,652.92 246.26	2.11% 0.00	P-1 / A-1 NR	0.17 0.17
Total Commercial Paper		**700,000.00**	**0.18%**	**699,285.42** **699,285.42**	**0.18%**	**699,285.42** **521.01**	**4.23%** **0.00**	**P-1 / A-1** **F-1**	**0.16** **0.16**
CORPORATE									
61746BED4	Morgan Stanley Note 2.625% Due 11/17/2021	500,000.00	11/27/2017 2.63%	499,920.00 499,997.41	100.29 0.42%	501,433.00 4,885.42	3.06% 1,435.59	A1 / BBB+ A	0.13 0.13
24422ETV1	John Deere Capital Corp Note 2.15% Due 9/8/2022	130,000.00	03/05/2020 1.15%	133,185.00 131,193.07	101.88 0.14%	132,449.33 178.57	0.80% 1,256.26	A2 / A A	0.94 0.93
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	130,000.00	03/05/2020 1.17%	135,525.00 132,485.72	103.03 0.32%	133,942.38 780.00	0.81% 1,456.66	A1 / A+ A+	1.28 1.26
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	200,000.00	Various 1.28%	206,493.10 203,227.60	102.80 0.35%	205,607.80 881.11	1.25% 2,380.20	A2 / A- NR	1.33 1.23
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	130,000.00	02/11/2020 1.62%	133,161.60 131,557.93	103.23 0.36%	134,200.43 1,282.67	0.82% 2,642.50	Aa1 / AA+ NR	1.59 1.55
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%	132,031.90 131,038.45	103.24 0.30%	134,207.45 357.50	0.81% 3,169.00	A1 / A AA-	1.88 1.68

Attachment 1

City of El Monte

Account #10693

Holdings Report

As of September 30, 2021

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									
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	140,000.00	03/01/2021 0.47%	139,900.60 139,920.59	99.97 0.46%	139,958.70 129.50	0.85% 38.11	A2 / A A	2.30 2.28
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	130,000.00	03/05/2020 1.06%	138,658.00 135,041.53	105.23 0.47%	136,797.83 571.01	0.83% 1,756.30	Aaa / AAA AAA	2.35 2.12
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	200,000.00	Various 1.40%	213,488.30 208,760.63	106.25 0.67%	212,493.20 361.11	1.29% 3,732.57	A1 / A AA-	2.45 2.36
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	250,000.00	Various 0.58%	251,135.15 250,993.04	100.47 0.55%	251,181.00 67.71	1.52% 187.96	A2 / A A	2.47 2.36
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	130,000.00	05/10/2021 0.50%	129,810.20 129,834.79	99.77 0.54%	129,701.78 225.88	0.79% (133.01)	A1 / AA AA-	2.62 2.59
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	210,000.00	05/10/2021 0.50%	209,718.60 209,753.78	99.81 0.52%	209,594.91 351.75	1.27% (158.87)	A2 / A A	2.63 2.61
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	35,000.00	06/29/2021 0.64%	34,982.15 34,983.47	100.19 0.39%	35,065.00 48.00	0.21% 81.53	A2 / A+ NR	2.79 0.79
91159HHX1	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 7/30/2024	250,000.00	03/25/2021 0.65%	264,042.50 261,842.07	104.75 0.65%	261,864.50 1,016.67	1.59% 22.43	A2 / A+ A+	2.83 2.66
69371RR40	Paccar Financial Corp Note 0.5% Due 8/9/2024	80,000.00	08/03/2021 0.52%	79,956.80 79,958.89	99.72 0.60%	79,776.00 57.78	0.48% (182.89)	A1 / A+ NR	2.86 2.83
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	200,000.00	09/22/2020 0.69%	212,574.00 209,453.57	104.36 0.82%	208,726.80 1,875.00	1.27% (726.77)	A2 / A AA-	3.09 2.96
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	200,000.00	09/29/2020 0.97%	215,092.00 210,674.53	105.61 0.87%	211,226.00 536.67	1.28% 551.47	A2 / A- AA-	3.42 2.33
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	40,000.00	09/08/2021 1.09%	39,924.40 39,924.98	99.82 1.09%	39,927.72 16.33	0.24% 2.74	Aa2 / AA AA	4.97 4.74
Total Corporate		**3,085,000.00**	**1.20%**	**3,169,599.30 3,140,642.05**	**0.52%**	**3,158,153.83 13,622.68**	**19.16% 17,511.78**	**A1 / A A+**	**2.03 1.86**

Attachment 1

City of El Monte

Account #10693

Holdings Report

As of September 30, 2021

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
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	32,305.84	Various 0.01%	32,305.84 32,305.84	1.00 0.01%	32,305.84 0.00	0.20% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		**32,305.84**	**0.01%**	**32,305.84** **32,305.84**	**0.01%**	**32,305.84** **0.00**	**0.20%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
SUPRANATIONAL									
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	11/17/2020 0.32%	164,645.25 164,746.01	99.77 0.36%	164,616.87 145.52	1.00% (129.14)	Aaa / AAA AAA	2.15 2.14
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	01/26/2021 0.26%	240,736.50 237,358.51	104.96 0.48%	236,170.80 187.50	1.43% (1,187.71)	Aaa / AAA AAA	2.47 2.40
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 9/23/2024	260,000.00	09/15/2021 0.52%	259,807.60 259,809.00	99.70 0.60%	259,230.14 28.89	1.57% (578.86)	Aaa / AAA NR	2.98 2.95
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	160,000.00	07/12/2021 0.54%	164,304.00 164,018.27	102.31 0.61%	163,702.40 1,008.33	1.00% (315.87)	Aaa / AAA NR	3.05 2.97
Total Supranational		**810,000.00**	**0.41%**	**829,493.35** **825,931.79**	**0.52%**	**823,720.21** **1,370.24**	**4.99%** **(2,211.58)**	**Aaa / AAA** **AAA**	**2.68** **2.64**
US TREASURY									
912828U81	US Treasury Note 2% Due 12/31/2021	250,000.00	11/27/2017 2.00%	249,960.94 249,997.62	100.48 0.07%	251,206.50 1,263.59	1.53% 1,208.88	Aaa / AA+ AAA	0.25 0.25
912828V72	US Treasury Note 1.875% Due 1/31/2022	250,000.00	06/03/2020 0.21%	256,875.00 251,384.08	100.61 0.06%	251,513.75 789.74	1.52% 129.67	Aaa / AA+ AAA	0.34 0.33
912828W89	US Treasury Note 1.875% Due 3/31/2022	250,000.00	11/27/2017 2.03%	248,437.50 249,821.57	100.90 0.08%	252,246.00 12.88	1.52% 2,424.43	Aaa / AA+ AAA	0.50 0.50
912828XW5	US Treasury Note 1.75% Due 6/30/2022	750,000.00	12/04/2017 2.14%	737,343.75 747,937.39	101.24 0.09%	759,316.50 3,316.92	4.61% 11,379.11	Aaa / AA+ AAA	0.75 0.75
9128282S8	US Treasury Note 1.625% Due 8/31/2022	250,000.00	06/04/2020 0.22%	257,812.50 253,193.85	101.40 0.10%	253,496.00 347.89	1.53% 302.15	Aaa / AA+ AAA	0.92 0.91

Attachment 1

City of El Monte

Account #10693

Holdings Report

As of September 30, 2021

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									
9128282W9	US Treasury Note 1.875% Due 9/30/2022	250,000.00	12/12/2017 2.16%	246,718.75 249,318.67	101.76 0.11%	254,404.25 12.88	1.54% 5,085.58	Aaa / AA+ AAA	1.00 0.99
912828M49	US Treasury Note 1.875% Due 10/31/2022	250,000.00	12/12/2017 2.16%	246,699.22 249,269.17	101.91 0.12%	254,765.50 1,961.62	1.55% 5,496.33	Aaa / AA+ AAA	1.08 1.07
91282CAX9	US Treasury Note 0.125% Due 11/30/2022	750,000.00	06/29/2021 0.16%	749,619.14 749,687.52	99.98 0.14%	749,883.00 315.06	4.53% 195.48	Aaa / AA+ AAA	1.17 1.16
912828T26	US Treasury Note 1.375% Due 9/30/2023	250,000.00	06/03/2020 0.27%	259,130.86 255,487.55	102.17 0.29%	255,429.75 9.44	1.54% (57.80)	Aaa / AA+ AAA	2.00 1.98
912828V80	US Treasury Note 2.25% Due 1/31/2024	250,000.00	04/30/2020 0.29%	268,281.25 261,360.78	104.38 0.36%	260,957.00 947.69	1.58% (403.78)	Aaa / AA+ AAA	2.34 2.28
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	350,000.00	04/29/2021 0.34%	350,314.45 350,269.65	99.88 0.42%	349,562.50 606.05	2.12% (707.15)	Aaa / AA+ AAA	2.54 2.52
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	250,000.00	03/24/2020 0.49%	270,615.23 263,048.13	105.38 0.44%	263,437.50 2,360.73	1.61% 389.37	Aaa / AA+ AAA	2.62 2.53
91282CCG4	US Treasury Note 0.25% Due 6/15/2024	400,000.00	Various 0.44%	397,786.01 397,994.35	99.43 0.46%	397,718.80 295.08	2.40% (275.55)	Aaa / AA+ AAA	2.71 2.69
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	400,000.00	Various 0.48%	398,733.40 398,749.18	99.63 0.51%	398,500.00 191.58	2.41% (249.18)	Aaa / AA+ AAA	2.88 2.85
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	350,000.00	11/18/2020 0.35%	352,296.88 351,841.25	99.42 0.67%	347,963.00 4.81	2.10% (3,878.25)	Aaa / AA+ AAA	3.50 3.46
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	450,000.00	03/25/2021 0.62%	443,179.69 444,023.85	98.28 0.73%	442,265.40 378.07	2.67% (1,758.45)	Aaa / AA+ AAA	3.67 3.64
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	375,000.00	12/09/2020 0.41%	374,355.47 374,460.17	98.06 0.85%	367,719.75 472.59	2.22% (6,740.42)	Aaa / AA+ AAA	4.17 4.12
Total US Treasury		**6,075,000.00**	**0.86%**	**6,108,160.04** **6,097,844.78**	**0.33%**	**6,110,385.20** **13,286.62**	**37.00%** **12,540.42**	**Aaa / AA+** **AAA**	**1.93** **1.91**
TOTAL PORTFOLIO		**16,349,305.84**	**0.76%**	**16,537,841.32** **16,471,996.08**	**0.36%**	**16,512,879.50** **38,206.26**	**100.00%** **40,883.42**	**Aa1 / AA** **AAA**	**1.99** **1.85**
TOTAL MARKET VALUE PLUS ACCRUED						**16,551,085.76**			

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
P							NET PAYROLL 10/16/21 - 10/31/21	1,072,240.63	
P							NET PAYROLL 11/01/21 - 11/15/21	1,043,226.67	
P	**Payroll Total**								**2,115,467.30**
P	AFLAC	01268	1102587	11/24/2021	SEP 2021	9/25/2021	AC#AAX41 INV#383107 SEP 2021 INS.- HR/RM	1,391.86	
P	AFLAC	01268	1102587	11/24/2021	OCT 2021	10/25/2021	AC#AAX41 INV#772614 OCT 2021 INS.- HR/RM	1,391.86	
P	AFLAC	01268	1102587	11/24/2021	SEP 2021	9/25/2021	AC#AAX41 INV#383107 SEP 2021 INS.- HR/RM	138.26	
P	AFLAC	01268	1102587	11/24/2021	OCT 2021	10/25/2021	AC#AAX41 INV#772614 OCT 2021 INS.- HR/RM	138.26	**3,060.24**
P	AMERICAN FIDELITY ASSURANCE	12314	1102408	11/10/2021	P/E: 10/31/21	11/10/2021	SEC. 125 DEF FLEX BEN	3,105.64	
P	AMERICAN FIDELITY ASSURANCE	12375	1102590	11/24/2021	SEP 2021	9/30/2021	INV #D363819 SEP 2021 AO, CANCR, CRITI, LIFE INS. - HR/RM	37,951.64	
P	AMERICAN FIDELITY ASSURANCE	12375	1102591	11/24/2021	OCT 2021	10/31/2021	INV #D377068 OCT 2021 AO, CANCR, CRITI, LIFE INS. - HR/RM	38,156.25	
P	AMERICAN FIDELITY ASSURANCE	12314	1102592	11/24/2021	P/E: 11/15/21	11/24/2021	SEC. 125 DEPENDENT CARE: PAYMENT	3,105.64	**82,319.17**
P	AMERICAN HERITAGE LIFE	10979	1102593	11/24/2021	AUG 2021	8/25/2021	CASE #PA 145 AUG 2021 ALLSTATE INSURANCE PREMIUM - HR/RM	677.48	
P	AMERICAN HERITAGE LIFE	10979	1102593	11/24/2021	SEP 2021	9/27/2021	CASE #PA 145 SEP 2021 ALLSTATE INSURANCE PREMIUM - HR/RM	677.48	
P	AMERICAN HERITAGE LIFE	10979	1102593	11/24/2021	OCT 2021	10/25/2021	CASE #PA 145 OCT 2021 ALLSTATE INSURANCE PREMIUM - HR/RM	677.48	**2,032.44**
P	CA PUBLIC EMPLOYEES RETIREMENT	03048	1001979923	11/8/2021	NOV 2021	11/3/2021	NOV 2021 MED. FOR RET/ACTIVE MEMBERS	312,572.31	**312,572.31**
P	CALIF STATE DISBURSEMENT/UNIT	04723	1109202113	11/10/2021	P/E:10/31/21	11/10/2021		3,698.50	
P	CALIF STATE DISBURSEMENT/UNIT	04723	1124202112	11/24/2021	P/E: 11/15/21	11/24/2021		3,698.50	**7,397.00**
P	CATALYST CORPORATE FEDERAL CU	04610	1109202107	11/10/2021	P/E:10/31/21	11/10/2021	EL MONTE CREDIT UNION: PAYMENT	43,927.34	
P	CATALYST CORPORATE FEDERAL CU	04610	1124202107	11/24/2021	P/E: 11/15/21	11/24/2021	EL MONTE CREDIT UNION: PAYMENT	45,587.72	**89,515.06**
P	CITY OF EL MONTE	04622	1102416	11/10/2021	P/E: 10/31/21	11/10/2021	GARNISHMENT FEE/LOAN: PAYMENT	215.33	
P	CITY OF EL MONTE	04622	1102603	11/24/2021	P/E: 11/15/21	11/24/2021	GARNISHMENT FEE/LOAN: PAYMENT	215.33	**430.66**
P	DEPARTMENT OF TREASURY	04731	1109202101	11/10/2021	P/E:10/31/21	11/10/2021	FEDERAL TAX: PAYMENT	201,791.62	
P	DEPARTMENT OF TREASURY	04732	1109202102	11/10/2021	P/E:10/31/21	11/10/2021	MEDICARE TAX: PAYMENT	48,048.11	
P	DEPARTMENT OF TREASURY	04731	1124202101	11/24/2021	P/E: 11/15/21	11/24/2021	FEDERAL TAX: PAYMENT	194,470.56	
P	DEPARTMENT OF TREASURY	04732	1124202102	11/24/2021	P/E: 11/15/21	11/24/2021	MEDICARE TAX: PAYMENT	45,475.13	**489,785.42**
P	EL MONTE CITY EMPLOYEES CR UN	06796	1109202111	11/10/2021	P/E:10/31/21	11/10/2021	CREDIT UNION YARD ACCOUNT: PAYMENT	232.00	
P	EL MONTE CITY EMPLOYEES CR UN	04613	1109202114	11/10/2021	P/E:10/31/21	11/10/2021	POLICE CREDIT UNION: PAYMENT	135.00	
P	EL MONTE CITY EMPLOYEES CR UN	06796	1124202111	11/24/2021	P/E: 11/15/21	11/24/2021	CREDIT UNION YARD ACCOUNT: PAYMENT	232.00	
P	EL MONTE CITY EMPLOYEES CR UN	04613	1124202113	11/24/2021	P/E: 11/15/21	11/24/2021	POLICE CREDIT UNION: PAYMENT	120.00	**719.00**
P	EL MONTE POLICE ASSOCIATION	04631	1102420	11/10/2021	P/E: 10/31/21	11/10/2021	ADMINISTRATOR PD DUES: PAYMENT	10,286.76	
P	EL MONTE POLICE ASSOCIATION	04630	1102421	11/10/2021	P/E: 10/31/21	11/10/2021	LONG TERM DISABILITY - POLICE: PAYMENT	1,588.26	
P	EL MONTE POLICE ASSOCIATION	04631	1102606	11/24/2021	P/E: 11/15/21	11/24/2021	ADMINISTRATOR PD DUES: PAYMENT	10,332.72	
P	EL MONTE POLICE ASSOCIATION	04630	1102607	11/24/2021	P/E: 11/15/21	11/24/2021	LONG TERM DISABILITY - POLICE: PAYMENT	1,603.11	**23,810.85**
P	EMPLOYMENT DEVELOPMENT	04730	1109202104	11/10/2021	P/E:10/31/21	11/10/2021	STATE WITHOLDING TAX: PAYMENT	80,837.18	
P	EMPLOYMENT DEVELOPMENT	04730	1124202104	11/24/2021	P/E: 11/15/21	11/24/2021	STATE WITHOLDING TAX: PAYMENT	77,585.39	**158,422.57**
P	EMPLOYMENT DEVELOPMENT DEPT	12591	1102422	11/10/2021	P/E: 10/31/21	11/10/2021	EMPLOYMENT DEVELOPMENT DEPT: PAYMENT	225.00	
P	EMPLOYMENT DEVELOPMENT DEPT	01987	1102513	11/18/2021	944-0150-2 / 2021 Q3	11/1/2021	UI BENEFIT CHARGE 07/01/21 - 09/30/21	2,991.43	
P	EMPLOYMENT DEVELOPMENT DEPT	12591	1102608	11/24/2021	P/E: 11/15/21	11/24/2021	EMPLOYMENT DEVELOPMENT DEPT: PAYMENT	54.66	**3,271.09**
P	FIDELITY SECURITY LIFE	10747	1102672	12/2/2021	OCT 2021	11/22/2021	INV#164979302 OCT 2021 EYEMED VISION:HR/RM	4,468.65	**4,468.65**
P	FRANCHISE TAX BOARD	04616	1102425	11/10/2021	P/E: 10/31/21	11/10/2021	STATE OF CAL FRAN TAX BOARD: PAYMENT	171.46	
P	FRANCHISE TAX BOARD	04616	1102610	11/24/2021	P/E: 11/15/21	11/24/2021	STATE OF CAL FRAN TAX BOARD: PAYMENT	150.00	**321.46**
P	KAISER FOUNDATION HEALTH PLAN	12263	1102526	11/18/2021	NOV 2021	9/25/2021	BILLING UNIT #057504704 NOV 2021 HEALTH INS FOR ACA ELIGIBLE P/T EMPLOYEE	2,415.54	**2,415.54**
P	LA COUNTY SHERIFF'S DEPT.	08162	1102434	11/10/2021	P/E: 10/31/21	11/10/2021	LOS ANGELES COUNTY SHERIFF DEP: PAYMENT	4,191.62	
P	LA COUNTY SHERIFF'S DEPT.	08162	1102618	11/24/2021	P/E: 11/15/21	11/24/2021	LOS ANGELES COUNTY SHERIFF DEP: PAYMENT	2,277.27	**6,468.89**
P	NATIONAL DEFERRED	04633	1019202103	11/10/2021	P/E:10/31/21	11/10/2021	PART TIME DEF. COMPENSATION: PAYMENT	4,658.87	
P	NATIONAL DEFERRED	04633	1124202103	11/24/2021	P/E: 11/15/21	11/24/2021	PART TIME DEF. COMPENSATION: PAYMENT	4,783.38	**9,442.25**
P	NATIONWIDE RETIREMENT SOLUTION	11991	1109202106	11/10/2021	P/E:10/31/21	11/10/2021	401 (A) EXECUTIVE PLAN: PAYMENT	6,574.87	
P	NATIONWIDE RETIREMENT SOLUTION	04635	1109202108	11/10/2021	P/E:10/31/21	11/10/2021	457 DEFERRED COMP CITY EMPLOYEES: PAYMENT	93,775.30	
P	NATIONWIDE RETIREMENT SOLUTION	11991	1124202106	11/24/2021	P/E: 11/15/21	11/24/2021	401 (A) EXECUTIVE PLAN: PAYMENT	6,793.31	
P	NATIONWIDE RETIREMENT SOLUTION	04635	1124202108	11/24/2021	P/E: 11/15/21	11/24/2021	457 DEFERRED COMP CITY EMPLOYEES: PAYMENT	57,938.61	**165,082.09**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
P	PARS SUPPLEMENTAL RETIREMENT	03734	1109202109	11/10/2021	P/E:10/31/21	11/10/2021	PARS SUPPLEMENTAL RETIREMENT: PAYMENT	14,865.60	
P	PARS SUPPLEMENTAL RETIREMENT	03734	1124202109	11/24/2021	P/E: 11/15/21	11/24/2021	PARS SUPPLEMENTAL RETIREMENT: PAYMENT	19,031.42	**33,897.02**
P	PERS LONG TERM CARE PROGRAM	04612	1102448	11/10/2021	P/E: 10/31/21	11/10/2021	LONG TERM CARE-MID MANAGEMENT: PAYMENT	309.24	
P	PERS LONG TERM CARE PROGRAM	04612	1102626	11/24/2021	P/E: 11/15/21	11/24/2021	LONG TERM CARE-MID MANAGEMENT: PAYMENT	309.24	**618.48**
P	PUBLIC EMPLOYEES' RETIREMENT	03047	1001983171	11/15/2021	P/E: 10/15/21	10/25/2021	PENSION PLAN (PERS): PAYMENT	320,586.56	
P	PUBLIC EMPLOYEES' RETIREMENT	03047	1001994245	12/1/2021	P/E: 10/31/21	11/10/2021	PENSION PLAN (PERS): PAYMENT	322,081.63	**642,668.19**
P	SEIU LOCAL #721	04628	1109202105	11/10/2021	P/E:10/31/21	11/10/2021	SEIU DUES, FEES, COPE: PAYMENT	6,024.14	
P	SEIU LOCAL #721	04628	1124202105	11/24/2021	P/E: 11/15/21	11/24/2021	SEIU DUES, FEES, COPE: PAYMENT	7,159.52	**13,183.66**
P	STANDARD INSURANCE CO	03563	1102469	11/10/2021	OCT 2021	9/20/2021	POL#00 495885 OCT 2021 MGMT LTD INS - HR/RM	1,184.04	**1,184.04**
P	UNITED HEALTHCARE INSURANCE	07124	1102641	11/24/2021	SEP 2021	8/16/2021	INV#898356645637 SEP 2021 VISION INSURANCE - HR/RM	116.50	
P	UNITED HEALTHCARE INSURANCE	07124	1102641	11/24/2021	OCT 2021	9/24/2021	INV#898358781805 OCT 2021 VISION INSURANCE - HR/RM	116.50	
P	UNITED HEALTHCARE INSURANCE	07124	1102641	11/24/2021	NOV 2021	10/16/2021	INV#898355053978 NOV 2021 VISION INSURANCE - HR/RM	116.50	**349.50**
P	**Payroll Vendor Total**								**2,053,435.58**
O	BOBADILLA CONSTRUCTION INC	13994	1102497	11/18/2021	192289	11/8/2021	REFUND CD-1 DEPOSIT 3052 NEVADA AVE - ECON DEV	1,008.42	**1,008.42**
O	BONDED ROOFING INC	13995	1102498	11/18/2021	192633	11/8/2021	REFUND CD-1 DEPOSIT 11635 VALLEY BLVD - ECON DEV	3,008.00	**3,008.00**
O	CHEN	13996	1102504	11/18/2021	193145	11/4/2021	REFUND COMPLIANCE DEPOSIT 3619 DURFEE AVE #C - ECON DEV	1,000.00	**1,000.00**
O	HSU	13997	1102523	11/18/2021	B00-027-792	11/8/2021	REFUND PRMT #B00-027-792 (2556 SASTRE AVE) ECON DEV	42.24	**42.24**
O	HUANG	13998	1102524	11/18/2021	193142	11/4/2021	REFUND COMPLIANCE DEPOSIT 12309 DEANA ST - ECON DEV	1,000.00	**1,000.00**
O	LIANG	13999	1102528	11/18/2021	192678	11/4/2021	REFUND COMPLIANCE DEPOSIT 4402 SHASTA PL - ECON DEV	3,000.00	**3,000.00**
O	LIN	14000	1102529	11/18/2021	192619	11/8/2021	REFUND CD-1 DEPOSIT 11102 EMERY ST - ECON DEV	255.00	**255.00**
O	LIU	14001	1102531	11/18/2021	192697	11/4/2021	REFUND COMPLIANCE DEPOSIT 4000 WINSTON DR - ECON DEV	2,000.00	**2,000.00**
O	POWER BREAKING & DEMOLITION	14002	1102539	11/18/2021	193149	11/8/2021	REFUND CD-1 DEPOSIT 4708 ARDEN DR - ECON DEV	450.00	
O	POWER BREAKING & DEMOLITION	14002	1102539	11/18/2021	B00-027-135	11/8/2021	REFUND PRMT #B00-027-135 (4708 ARDEN DR) ECON DEV	185.60	**635.60**
O	SHEILA CRIPPEN	06941	1102633	11/24/2021	11.23.21	11/23/2021	PER DIEM FOR ICSC - HERE, WE GO 2021 CONF. DEC 5-7, 2021 LAS VEGAS, NV.	135.00	**135.00**
O	TO	14003	1102569	11/18/2021	192699	11/8/2021	REFUND COMPLIANCE DEPOSIT 4421 CYPRESS AVE - ECON DEV	2,000.00	**2,000.00**
O	TSAN	14004	1102571	11/18/2021	193151	11/4/2021	REFUND COMPLIANCE DEPOSIT 3449 WHISTLER AVE - ECON DEV	1,000.00	**1,000.00**
O	XIE	14005	1102583	11/18/2021	193153	11/8/2021	REFUND COMPLIANCE DEPOSIT 11311 FOREST GROVE ST - ECON DEV	1,000.00	**1,000.00**
O	XU	14006	1102584	11/18/2021	193159	11/4/2021	REFUND COMPLIANCE DEPOSIT 11131 DODSON ST #5 - ECON DEV	1,000.00	**1,000.00**
O	**One Time Vendor Total**								**17,084.26**
R	2010 OFFICE FURNITURE	05788	1102484	11/18/2021	19330	11/10/2021	STORAGE CABINET - PARKS/REC	307.60	**307.60**
R	A M & G ELECTRIC CORP	13743	1102405	11/10/2021	278	9/21/2021	LED LIGHTING UPGRADES AT TINY TOT ROOM - PWMD	5,368.00	
R	A M & G ELECTRIC CORP	13743	1102405	11/10/2021	279	9/22/2021	LED LIGHTING UPGRADES AT MT VIEW PARK - PWMD	4,952.00	
R	A M & G ELECTRIC CORP	13743	1102405	11/10/2021	139	7/21/2021	LED LIGHTING UPGRADES CHE HALLWAY - PWMD	1,679.25	**11,999.25**
R	A.C LOCK & KEY	09621	1102406	11/10/2021	12812	10/18/2021	NEW KEY - PW VEH	275.00	
R	A.C LOCK & KEY	09621	1102406	11/10/2021	12857	10/20/2021	NEW KEY FOR ECON DEV VEH.	275.00	**550.00**
R	AARDVARK TACTICAL INC	01239	1102645	12/2/2021	PIN13589	11/29/2021	LOKI MK2 MULTI DRONE SET, BATTERY - PD	13,176.00	**13,176.00**
R	ADMINSURE INC	01261	1102646	12/2/2021	14628	11/15/2021	DEC 2021 WORKERS' COMPENSATION CLAIMS ADMINISTRATION - HR/RM	15,914.00	**15,914.00**
R	AIR-EX AIR CONDITIONING, INC.	12991	1102647	12/2/2021	SD2355	7/31/2021	SERVICE TO REMOVE AND REPLACE THE 2ND STAGE COMPRESSOR - PW	9,848.00	
R	AIR-EX AIR CONDITIONING, INC.	12991	1102647	12/2/2021	SD2665	10/27/2021	REPAIRS TO REMOVE AND REPLACE THE 1ST AND 2ND STAGE COMPRESSORS ON TH	5,545.00	
R	AIR-EX AIR CONDITIONING, INC.	12991	1102647	12/2/2021	SD2362	7/31/2021	REPAIRS TO LEAK CHECK AND REPAIR AT THE MUSEUM - PW	1,998.77	
R	AIR-EX AIR CONDITIONING, INC.	12991	1102647	12/2/2021	SD2371	7/31/2021	REPAIRS TO WHOLE BUILDING APPEARS TO BE DOWN CURRENTLY AT 80 DEGREES -	1,988.43	
R	AIR-EX AIR CONDITIONING, INC.	12991	1102647	12/2/2021	SD2366	8/12/2021	REPAIRS TO CONFERENCE ROOM UNIT NOT WORKING - PW	749.48	
R	AIR-EX AIR CONDITIONING, INC.	12991	1102647	12/2/2021	SD2499	8/31/2021	REPAIRS TO UNIT IS NOT BLOWING COLD AIR IN MT VIEW PK - PW	475.00	
R	AIR-EX AIR CONDITIONING, INC.	12991	1102647	12/2/2021	SD2700	10/27/2021	REPAIRS TO BOILER NOT WORKING - PW	475.00	
R	AIR-EX AIR CONDITIONING, INC.	12991	1102647	12/2/2021	SD2493	8/31/2021	REPAIRS TO MAIN HALL UNIT NOT WORKING - PW	365.00	
R	AIR-EX AIR CONDITIONING, INC.	12991	1102647	12/2/2021	SD2367	7/31/2021	REPAIRS TO UNIT IN THE EAST WING KEEPS GOING IN TO ECONOMIZER MODE- PW	358.25	**21,802.93**
R	ALBERTSONS STORE #3258	01286	1102586	11/18/2021	11.08.21	11/8/2021	PD TURKEY GIVE-AWAY	10,350.00	**10,350.00**
R	ALL AMERICAN ASPHALT	04949	1102485	11/18/2021	195828	9/1/2021	PYMT #4 R1 RAMONA RESUFACING PRJ - CIP 857 - ENG. DIV.	729,880.98	
R	ALL AMERICAN ASPHALT	04949	1102486	11/18/2021	195828 RET-ESCROW	9/1/2021	ESCROW ACCT #2698 RELEASE RETENTION INV #195828 - ENGINEERING	38,414.79	**768,295.77**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	ALL CITIES ENGINEERING, INC.	13637	1102487	11/18/2021	1999	9/29/2021	06/08/21 - 09/30/21 WATER MAIN REPLACEMENT GRANADA / BODGER / NEVADA -	117,800.45	**117,800.45**
R	ALL CITY MANAGEMENT SERVICES	01290	1102588	11/24/2021	72629	10/20/2021	10/03 -10/16/21 CROSSING GUARD SVCS - ENGINEERING DIV.	8,130.50	**8,130.50**
R	ALTA PLANNING + DESIGN	11184	1102407	11/10/2021	00-2020-027-18	10/20/2021	SVCS THRU 09/30/21 STREETSCAPES BEAUTIFICATION IMPRVMT - ENG.	6,151.50	
R	ALTA PLANNING + DESIGN	11184	1102488	11/18/2021	00-2020-107-16	10/19/2021	PROF. SVCS THRU 09.30.21 TRAFFIC CALMING PLAN W/CLASS IV BIKE PLANS FOR PA	4,378.50	
R	ALTA PLANNING + DESIGN	11184	1102488	11/18/2021	00-2020-107-15	9/14/2021	PROF. SVCS THRU 08.28.21 TRAFFIC CALMING PLAN W/CLASS IV BIKE PLANS FOR PA	3,165.00	
R	ALTA PLANNING + DESIGN	11184	1102488	11/18/2021	00-2020-107-14	8/4/2021	PROF. SVCS THRU 07.31.21 TRAFFIC CALMING PLAN W/CLASS IV BIKE PLANS FOR PA	1,417.50	
R	ALTA PLANNING + DESIGN	11184	1102589	11/24/2021	00-2020-107-17	11/11/2021	PROF. SVCS THRU 10.30.21 TRAFFIC CALMING PLAN W/CLASS IV BIKE PLANS FOR PA	801.00	**15,913.50**
R	ANCONA	12342	1102594	11/24/2021	12.05-07.2021	11/23/2021	PER DIEM FOR ICSC - HERE, WE GO 2021 CONF.	180.00	**180.00**
R	ARION GLOBAL INC.	13989	1102409	11/10/2021	18735	10/18/2021	FLAT FEE FOR SERVICE - MOVING PLOTTER - CED	450.00	**450.00**
R	AT & T	01395	1102410	11/10/2021	9391069640-10/21	10/10/2021	BILL PAYER (BAN) 9391069640 INV#17156310 - CHW ELEVATOR EMERGENCY LINE	25.99	
R	AT & T	01395	1102410	11/10/2021	9391069640-09/21	9/10/2021	BILL PAYER (BAN) 9391069640 INV#17012234 - CHW ELEVATOR EMERGENCY LINE	25.99	
R	AT & T	01394	1102489	11/18/2021	9391063195-11/21	11/1/2021	BILL PAYER (BAN) 9391063195 INV#17274025 (VOIP)	3,584.56	
R	AT & T	01395	1102490	11/18/2021	17236507	10/27/2021	ACCT#CLAPDELMONTE 09.27-10.26.21 - PD	372.79	
R	AT & T	01394	1102491	11/18/2021	9391036375-10/21	10/13/2021	BILL PAYER (BAN) 9391036375 INV#17185543 CYPRESS STATION PHONE LINES - TRA	91.40	
R	AT & T	01391	1102492	11/18/2021	495349-11/21	11/1/2021	AC#626 449-5349 (11/01/21 - 11/30/21) - PD	56.35	
R	AT & T	04438	1102493	11/18/2021	3132548075	11/1/2021	ACCT#8002-950-2269 FOR NOV 2021 PD	510.86	
R	AT & T	01395	1102648	12/2/2021	9391061462-11/21	11/10/2021	BILL PAYER (BAN) 9391061462 INV#17301904 - CITYWIDE	612.58	
R	AT & T	01395	1102648	12/2/2021	9391069640-11/21	11/10/2021	BILL PAYER (BAN) 9391069640 INV#17302258 - CHW ELEVATOR EMERGENCY LINE	25.11	
R	AT & T	10324	1102649	12/2/2021	287493117-11/21	11/20/2021	AC#287493117 (11/21/21- 12/20/21) SCADA - WATER DIV.	90.95	**5,396.58**
R	AUTOZONE PW/CUST ID 763384	12386	1102411	11/10/2021	2863800927	10/14/2021	PW164 VEH DURALAST BATTERY, TERM BUTT CONNECTORS - PW	242.53	
R	AUTOZONE PW/CUST ID 763384	12386	1102411	11/10/2021	2863788951	10/4/2021	PW122- DURALAST BATTERY FOR COMM CTR VEH.	185.07	
R	AUTOZONE PW/CUST ID 763384	12386	1102411	11/10/2021	2863807002	10/19/2021	PW176 - DURALAST BATTERY FOR PW VEH.	185.07	
R	AUTOZONE PW/CUST ID 763384	12386	1102411	11/10/2021	2863805408	10/18/2021	DURALAST BATTERY FOR NEIGHBORHOOD SVCS VEH ED-7	151.63	
R	AUTOZONE PW/CUST ID 763384	12386	1102411	11/10/2021	2863816449	10/27/2021	PW-6 HEADLIGHT, COMM HALOGEN CAPSUL BULB FOR PW VEH.	99.18	
R	AUTOZONE PW/CUST ID 763384	12386	1102411	11/10/2021	2863816866	10/27/2021	PW-8 BLOWER MOTOR, RESISTOR BLOCK FOR PW VEH.	93.84	
R	AUTOZONE PW/CUST ID 763384	12386	1102411	11/10/2021	2863805409	10/18/2021	CREDIT ON RETURN FOR DURALAST BATTERY - NEIGHBORHOOD SVCS DIV.	(22.00)	
R	AUTOZONE PW/CUST ID 763384	12386	1102411	11/10/2021	2863800930	10/14/2021	CREDIT ON ACCT FOR RETURNED DURALAST BATTERY- PW	(22.00)	
R	AUTOZONE PW/CUST ID 763384	12386	1102411	11/10/2021	2863807003	10/19/2021	CREDIT ON ACCT FOR RETURNED DURALAST BATTERY FOR PW VEH.	(22.00)	
R	AUTOZONE PW/CUST ID 763384	12386	1102411	11/10/2021	2863789039	10/4/2021	CREDIT ON ACCT FOR RETURNED DURALAST BATTERY - COMM CTR. VEH.	(182.87)	
R	AUTOZONE PW/CUST ID 763384	12386	1102411	11/10/2021	2863805407	10/18/2021	CREDIT ON ACCT FOR RETURNED DURALAST BATTERY- PW	(199.54)	**508.91**
R	AVANT-GARDE INC	11139	1102650	12/2/2021	6913	8/31/2021	OCT 2020 - MAR 2021 LABOR COMPLIANCE - CDBG - ENG DIV.	6,375.00	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7110	9/28/2021	JULY 2021 - ATP MOUNTAIN VIEW - ENG DIV.	2,545.00	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7223	9/28/2021	AUG 2021 FUNDING ADMIN & PROG MGMT SVCS - ENG DIV.	2,412.50	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7224	9/28/2021	AUG 2021 GARVEY AVE STORM DRAIN - ENG DIV.	1,995.00	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7221	9/28/2021	AUG 2021 FUNDING ADMIN SVCS FOR VARIOUS PROJ - MEASURE R	1,605.00	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7222	9/28/2021	AUG 2021 PROG MGMT AND FUNDING ADMIN. MEASURE M	1,295.00	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7109	9/28/2021	JULY 2021 - GARVEY AVE STORM DRAIN - ENG DIV.	95.00	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7163	9/28/2021	JULY 2021 - PROG MGMT & FUNDING ADMIN. - MEASURE M - ENG DIV.	443.75	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7226	9/28/2021	AUG 2021 HSIP - ENG DIV.	390.00	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7162	9/28/2021	JULY 2021 - FUNDING ADMIN SVCS FOR VARIOUS PROJ. - ENG DIV.	211.25	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7225	9/28/2021	AUG 2021 ATP MOUNTAIN VIEW - ENG DIV.	201.25	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7125	9/28/2021	JULY 2021 - HSIP - ENG DIV.	160.00	
R	AVANT-GARDE INC	11139	1102650	12/2/2021	7108	9/28/2021	JULY 2021 -FUNDING ADMIN & PROGRAM MGMT SVCS - ENG DIV.	95.00	**17,823.75**
R	BABATUNDE ADAIR AKINYELE	13987	1102412	11/10/2021	10.09.21	10/9/2021	8 HRS OF VTT CLASSES - TRANSP. DIV.	500.00	**500.00**
R	BANK OF AMERICA	12063	1123202102	11/22/2021	Oct 2021 to Nov 1, 2	10/4/2021	AC#2108 - COMM SVCS DIV - SERVIN, AMBER	420.00	
R	BANK OF AMERICA	12063	1123202103	11/22/2021	Oct 2021 to Nov 1, 2	10/5/2021	AC#9027 - IT - TRAN, ANH	11.98	
R	BANK OF AMERICA	12063	1123202104	11/22/2021	Oct 2021 to Nov 1, 2	10/6/2021	AC#9027 - IT - TRAN, ANH	109.95	
R	BANK OF AMERICA	12063	1123202105	11/22/2021	Oct 2021 to Nov 1, 2	10/6/2021	AC#9027 - IT - TRAN, ANH	76.99	
R	BANK OF AMERICA	12063	1123202106	11/22/2021	Oct 2021 to Nov 1, 2	10/6/2021	AC#3588 - CMO - AGUILAR, LETICIA	86.39	
R	BANK OF AMERICA	12063	1123202107	11/22/2021	Oct 2021 to Nov 1, 2	10/6/2021	AC#3940 - CMO - VALDIVIA, ERIK	16.98	
R	BANK OF AMERICA	12063	1123202108	11/22/2021	Oct 2021 to Nov 1, 2	10/6/2021	AC#3430 - FINC. DEPT. - BLAKELEY, ANNE	44.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	BANK OF AMERICA	12063	1123202109	11/22/2021	Oct 2021 to Nov 1, 2	10/6/2021	AC#0946 - PUB WKS DIV- MENDEZ, SALVADOR	100.00	
R	BANK OF AMERICA	12063	1123202110	11/22/2021	Oct 2021 to Nov 1, 2	10/7/2021	AC#0946 - PUB WKS DIV- MENDEZ, SALVADOR	300.00	
R	BANK OF AMERICA	12063	1123202111	11/22/2021	Oct 2021 to Nov 1, 2	10/7/2021	AC#1191 - TRANSPORTATION DIV. - ZADOK, SARAH	63.55	
R	BANK OF AMERICA	12063	1123202112	11/22/2021	Oct 2021 to Nov 1, 2	10/7/2021	AC#9027 - IT - TRAN, ANH	14.84	
R	BANK OF AMERICA	12063	1123202113	11/22/2021	Oct 2021 to Nov 1, 2	10/8/2021	AC#2039 - HR - NGUYEN, JOHN	200.00	
R	BANK OF AMERICA	12063	1123202114	11/22/2021	Oct 2021 to Nov 1, 2	10/8/2021	AC#9405 - PUB WKS DIV. - DREVDAHL, FRANK	179.94	
R	BANK OF AMERICA	12063	1123202115	11/22/2021	Oct 2021 to Nov 1, 2	10/11/2021	AC#1191 - TRANSPORTATION DIV. - ZADOK, SARAH	130.90	
R	BANK OF AMERICA	12063	1123202116	11/22/2021	Oct 2021 to Nov 1, 2	10/12/2021	AC#0933 - COMM SVCS DIV. - TALAMANTES, AMY	179.88	
R	BANK OF AMERICA	12063	1123202117	11/22/2021	Oct 2021 to Nov 1, 2	10/12/2021	AC#9478 - CMO - MARTINEZ, ALMA	50.00	
R	BANK OF AMERICA	12063	1123202118	11/22/2021	Oct 2021 to Nov 1, 2	10/12/2021	AC#3638 - COMM SVCS DIV. - BURL, VICTORIA	27.60	
R	BANK OF AMERICA	12063	1123202119	11/22/2021	Oct 2021 to Nov 1, 2	10/12/2021	AC#5389 - COMM SVCS DIV. - DEL REAL, LISA	850.45	
R	BANK OF AMERICA	12063	1123202120	11/22/2021	Oct 2021 to Nov 1, 2	10/12/2021	AC#3424 - COMM SVCS DIV. - RAMIREZ, TERESA	150.00	
R	BANK OF AMERICA	12063	1123202121	11/22/2021	Oct 2021 to Nov 1, 2	10/13/2021	AC#2039 - HR - NGUYEN, JOHN	300.00	
R	BANK OF AMERICA	12063	1123202122	11/22/2021	Oct 2021 to Nov 1, 2	10/13/2021	AC#3638 - COMM SVCS DIV.- BURL, VICTORIA	16.49	
R	BANK OF AMERICA	12063	1123202123	11/22/2021	Oct 2021 to Nov 1, 2	10/13/2021	AC#9405 - PUB WKS DIV. - DREVDAHL, FRANK	310.17	
R	BANK OF AMERICA	12063	1123202124	11/22/2021	Oct 2021 to Nov 1, 2	10/14/2021	AC#3638 - COMM SVCS DIV. - BURL, VICTORIA	383.48	
R	BANK OF AMERICA	12063	1123202125	11/22/2021	Oct 2021 to Nov 1, 2	10/14/2021	AC#3471 - PLANNING DIV. - MIKAELIAN, JASON	12.06	
R	BANK OF AMERICA	12063	1123202126	11/22/2021	Oct 2021 to Nov 1, 2	10/14/2021	AC#9027 - IT - TRAN, ANH	130.90	
R	BANK OF AMERICA	12063	1123202127	11/22/2021	Oct 2021 to Nov 1, 2	10/15/2021	AC#3471 - PLANNING DIV. - MIKAELIAN, JASON	133.54	
R	BANK OF AMERICA	12063	1123202128	11/22/2021	Oct 2021 to Nov 1, 2	10/15/2021	AC#2108 - COMM SVCS DIV. - SERVIN, AMBER	1,275.00	
R	BANK OF AMERICA	12063	1123202129	11/22/2021	Oct 2021 to Nov 1, 2	10/15/2021	AC#3215 - PUB WKS DIV. - MORENO, JERRY M	400.00	
R	BANK OF AMERICA	12063	1123202130	11/15/2021	Oct 2021 to Nov 1, 2	10/18/2021	AC#3455 - COMM SVCS DIV. - CRIPPEN, SHEILA	6.99	
R	BANK OF AMERICA	12063	1123202131	11/22/2021	Oct 2021 to Nov 1, 2	10/18/2021	AC#3430 - FINANCE DIV. - BLAKELEY, ANNE	19.99	
R	BANK OF AMERICA	12063	1123202132	11/22/2021	Oct 2021 to Nov 1, 2	10/19/2021	AC#2039 - HR - NGUYEN, JOHN	125.00	
R	BANK OF AMERICA	12063	1123202133	11/22/2021	Oct 2021 to Nov 1, 2	10/20/2021	AC#0933 - COMM SVCS DIV. - TALAMANTES, AMY	114.16	
R	BANK OF AMERICA	12063	1123202134	11/22/2021	Oct 2021 to Nov 1, 2	10/20/2021	AC#3471 - PLANNING DIV. - MIKAELIAN, JASON	788.00	
R	BANK OF AMERICA	12063	1123202135	11/22/2021	Oct 2021 to Nov 1, 2	10/20/2021	AC#3588 - CMO - AGUILAR, LETICIA	87.06	
R	BANK OF AMERICA	12063	1123202136	11/22/2021	Oct 2021 to Nov 1, 2	10/21/2021	AC#3471 - PLANNING DIV. - MIKAELIAN, JASON	507.00	
R	BANK OF AMERICA	12063	1123202136	11/22/2021	Oct 2021 to Nov 1, 2	10/25/2021	AC#1191 - TRANSPORTATION DIV. - ZADOK, SARAH - CREDIT	(20.88)	
R	BANK OF AMERICA	12063	1123202137	11/22/2021	Oct 2021 to Nov 1, 2	10/22/2021	AC#1191 - TRANSPORTATION DIV. - ZADOK, SARAH	20.88	
R	BANK OF AMERICA	12063	1123202138	11/22/2021	Oct 2021 to Nov 1, 2	10/25/2021	AC#3215 - PUB WKS DIV. - MORENO, JERRY M	50.96	
R	BANK OF AMERICA	12063	1123202139	11/22/2021	Oct 2021 to Nov 1, 2	10/25/2021	AC#3588 - CMO - AGUILAR, LETICIA	53.25	
R	BANK OF AMERICA	12063	1123202140	11/22/2021	Oct 2021 to Nov 1, 2	10/25/2021	AC#9027 - IT - TRAN, ANH	166.00	
R	BANK OF AMERICA	12063	1123202141	11/22/2021	Oct 2021 to Nov 1, 2	10/26/2021	AC#0933 - COMM SVCS DIV - TALAMANTES, AMY	75.00	
R	BANK OF AMERICA	12063	1123202142	11/22/2021	Oct 2021 to Nov 1, 2	10/26/2021	AC#5389 - COMM SVCS DIV - DEL REAL, LISA	77.00	
R	BANK OF AMERICA	12063	1123202143	11/22/2021	Oct 2021 to Nov 1, 2	10/27/2021	AC#3940 - CMO - VALDIVIA, ERIK	56.71	
R	BANK OF AMERICA	12063	1123202144	11/22/2021	Oct 2021 to Nov 1, 2	10/27/2021	AC#0933 - COMM SVCS DIV - TALAMANTES, AMY	75.00	
R	BANK OF AMERICA	12063	1123202145	11/22/2021	Oct 2021 to Nov 1, 2	10/27/2021	AC#0933 - COMM SVCS DIV - TALAMANTES, AMY	75.00	
R	BANK OF AMERICA	12063	1123202146	11/22/2021	Oct 2021 to Nov 1, 2	10/27/2021	AC#9027 - IT - TRAN, ANH	16.95	
R	BANK OF AMERICA	12063	1123202147	11/22/2021	Oct 2021 to Nov 1, 2	10/27/2021	AC#3471 - PLANNING DIV. - MIKAELIAN, JASON	107.60	
R	BANK OF AMERICA	12063	1123202148	11/21/2021	Oct 2021 to Nov 1, 2	10/28/2021	AC#1191 - TRANSPORTATION DIV - ZADOK, SARAH	10.99	
R	BANK OF AMERICA	12063	1123202149	11/22/2021	Oct 2021 to Nov 1, 2	10/28/2021	AC#3471 - PLANNING DIV - MIKAELIAN, JASON	158.28	
R	BANK OF AMERICA	12063	1123202150	11/22/2021	Oct 2021 to Nov 1, 2	10/29/2021	AC#3471 - PLANNING DIV - MIKAELIAN, JASON	117.62	
R	BANK OF AMERICA	12063	1123202151	11/22/2021	Oct 2021 to Nov 1, 2	10/29/2021	AC#3940 - CMO - VALDIVIA, ERIK	505.96	
R	BANK OF AMERICA	12063	1123202152	11/22/2021	Oct 2021 to Nov 1, 2	10/29/2021	AC#3940 - CMO - VALDIVIA, ERIK	137.18	
R	BANK OF AMERICA	12063	1123202153	11/22/2021	Oct 2021 to Nov 1, 2	10/29/2021	AC#2108 - COMM SVCS DIV - SERVIN, AMBER	741.50	
R	BANK OF AMERICA	12063	1123202154	11/22/2021	Oct 2021 to Nov 1, 2	10/29/2021	AC#0933 - COMM SVCS DIV - TALAMANTES, AMY	133.10	
R	BANK OF AMERICA	12063	1123202155	11/22/2021	Oct 2021 to Nov 1, 2	11/1/2021	AC#3430 - FINANCE DIV. - BLAKELEY, ANNE	660.00	**10,841.39**
R	BATEMAN COMMUNITY LIVING LLC	12350	1102494	11/18/2021	INV2230001132	11/1/2021	OCT 2021 AAA EXEMPT & HOLIDAY MEALS FOR ELDERLY NUTRITION PRG - SR CTR	14,040.96	
R	BATEMAN COMMUNITY LIVING LLC	12350	1102494	11/18/2021	INV2230001380	11/5/2021	MISCHARGE FOR THE MONTHS OF JULY, AUGUST, AND SEPT BY .14 CENTS - PARKS/I	1,339.24	**15,380.20**
R	BEACON MEDIA INC.	08350	1102413	11/10/2021	A82275	10/28/2021	NOTICE: RUN DATE 10/2821 REF:11725 GARVEY AV 5B, 2821 PECK RD, 11629-55 VA	328.50	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	BEACON MEDIA INC.	08350	1102495	11/18/2021	A82286	11/8/2021	NOTICE: RUN DATE 11/08/21 REF: GARVEY AVE STORM DRAIN IMPRVMT PRJ CIP 88	152.00	
R	BEACON MEDIA INC.	08350	1102595	11/24/2021	A82298	11/11/2021	NOTICE: RUN DATE 11/11/21 REF:11532 MEDINA COURT & 3300 TYLER AVE - PLANN	212.50	**693.00**
R	BLUE DIAMOND MATERIALS	08663	1102496	11/18/2021	2487179	10/25/2021	COLD MIX FOR PW UTIL.	338.74	**338.74**
R	BOORE, MONIQUE MARIE	13585	1102651	12/2/2021	OCT 2021	11/15/2021	OCT 2021 TAEKWONDO INSTRUCTOR - P&R	136.50	**136.50**
R	BPSG INVESTMENT LLC	14008	1102596	11/24/2021	11.23.21	11/23/2021	BUSINESS LICENSE REFUND	680.00	**680.00**
R	BRINEY	06959	1102499	11/18/2021	EM 2021-11*	11/12/2021	10/28/21 - 11/12/21 ACCOUNTING SERVICES	2,640.00	
R	BRINEY	06959	1102652	12/2/2021	EM 2021-13	11/26/2021	11/13/21 - 11/26/21 ACCOUNTING SERVICES	1,020.00	**3,660.00**
R	BURSE	06797	1102653	12/2/2021	SEPT 2021	11/17/2021	P.O.S.T. SETTLEMENT FOR SEPT 2021	119.20	**119.20**
R	CALIFORNIA AMERICAN WATER	01565	1102414	11/10/2021	510348-10/21	10/19/2021	AC#1015-220036510348 (07/16/21 - 10/15/21) M-MOTEL	4,546.62	
R	CALIFORNIA AMERICAN WATER	01565	1102414	11/10/2021	510355-10/21	10/19/2021	AC#1015-220036510355 (07/16/21 - 10/15/21) M-MOTEL	4,514.32	
R	CALIFORNIA AMERICAN WATER	01565	1102414	11/10/2021	510362-10/21	10/20/2021	AC#1015-220036510362 (07/16/21 - 10/15/21) BUDGET INN	1,072.87	
R	CALIFORNIA AMERICAN WATER	01565	1102597	11/24/2021	492038-11/21	11/15/2021	AC#1015-210021492038 (10/13/21 - 11/10/21) 4535 BALDWIN AVE	29.36	
R	CALIFORNIA AMERICAN WATER	01565	1102654	12/2/2021	999601-11/21	11/19/2021	AC#1015-210018999601 (10/16/21 - 11/17/21) 3790 BALDWIN - PW	1,666.26	
R	CALIFORNIA AMERICAN WATER	01565	1102654	12/2/2021	941916-11/21	11/19/2021	AC#1015-210018941916 (10/16/21 - 11/17/21) 9513 VALLEY	27.55	**11,856.98**
R	CALIFORNIA DESIGNS &	01591	1102500	11/18/2021	8401	10/26/2021	POLOS FOR UTIL DEPT.	366.30	**366.30**
R	CAMPAIGNREP INC.	13100	1102655	12/2/2021	CREM060821	11/23/2021	JUN - AUG 2021 HOSTING, MAINT., SOFTWARE, SECURITY MONITORING - CMO	5,220.00	**5,220.00**
R	CANNON CORPORATION	13192	1102598	11/24/2021	78372	11/8/2021	SRVC THRU 10/31/21 CITY SEISMIC ASSESSMENT - ENG	23,298.75	
R	CANNON CORPORATION	13192	1102598	11/24/2021	78186	10/15/2021	SRVC THRU 09/30/21 EL MONTE M MOTEL SEISMIC DESIGN CONSTRUCIOTN DOCS	14,636.70	
R	CANNON CORPORATION	13192	1102598	11/24/2021	77809	9/16/2021	SRVC THRU 08/31/21 CITY SEISMIC ASSESSMENT - ENG	9,520.62	
R	CANNON CORPORATION	13192	1102598	11/24/2021	77300	8/5/2021	SRVC THRU 07/31/21 CITY SEISMIC ASSESSMENT - ENG	9,337.50	
R	CANNON CORPORATION	13192	1102598	11/24/2021	78185	10/15/2021	SRVC THRU 09/30/21 CITY SEISMIC ASSESSMENT - ENG	2,307.18	
R	CANNON CORPORATION	13192	1102598	11/24/2021	78320	11/4/2021	SRVC THRU 10/31/21 CIVIL PLAN CHECK & SURVEYS 4238 PECK RD PERMIT # 2021-0	1,598.75	
R	CANNON CORPORATION	13192	1102598	11/24/2021	78315	11/4/2021	SRVC THRU 10/31/21 CIVIL PLAN CHECK & SURVEYS 12328 KLINGERMAN ST - ENGI	1,598.75	
R	CANNON CORPORATION	13192	1102598	11/24/2021	78314	11/4/2021	SRVC THRU 10/31/21 CIVIL PLAN CHECK & SURVEYS 9900 GIDLEY ST 2021-0144 - EN	1,541.25	
R	CANNON CORPORATION	13192	1102598	11/24/2021	78319	11/4/2021	SRVC THRU 10/31/21 CIVIL PLAN CHECK & SURVEYS 2753-2566 MT VIEW RD - ENGI	1,517.50	
R	CANNON CORPORATION	13192	1102598	11/24/2021	78440	11/9/2021	SRVC THRU 10/31/21 CIVIL PLAN CHECK & SURVEYS 4212 RICHWOOD AVE-WO #62	355.30	
R	CANNON CORPORATION	13192	1102598	11/24/2021	78439	11/9/2021	SRVC THRU 10/31/21 CIVIL PLAN CHECK & SURVEYS 2737 COGWELL RD WO NO.61	70.00	
R	CANNON CORPORATION	13192	1102598	11/24/2021	78441	11/9/2021	SRVC THRU 10/31/21 CIVIL PLAN CHECK & SURVEYS 12060 CLARK ST WO NO 065 - E	67.20	**65,849.50**
R	CARRILLO'S LAWN MOWER SHOP	12002	1102656	12/2/2021	1089	9/10/2021	HEDGE TRIMMER PARTS/LABOR - PW	977.05	
R	CARRILLO'S LAWN MOWER SHOP	12002	1102656	12/2/2021	967	9/13/2021	STIHL BLOWER PARTS - LABOR - PW	525.12	
R	CARRILLO'S LAWN MOWER SHOP	12002	1102656	12/2/2021	966	9/16/2021	STIHL BLOWER PARTS AND LABOR - PW	115.23	**1,617.40**
R	CASTILLO	01662	1102501	11/18/2021	9.28-30.21	11/3/2021	REIMB MILEAGE & PARKING: WOMEN LEADERS IN LAW ENFORCEMENT CONF- ANA	152.73	**152.73**
R	CAZARES	11414	1102502	11/18/2021	10.17-22.21	10/24/2021	REIMB SUPPLIES FOR DAY OF THE DEAD EVENT - DEMBA	176.75	
R	CAZARES	11414	1102599	11/24/2021	10.23.21	10/23/2021	DEMBA CATERING FOR DAY OF THE DEAD FAMILY FESTIVAL 2021	539.00	
R	CAZARES	11414	1102599	11/24/2021	11.02.21	11/2/2021	REIMB SUPPLIES FOR MECHA VOLUNTEER STUDENTS FROM DAY OF THE DEAD EVEN	136.37	
R	CAZARES	11414	1102600	11/24/2021	145	12/1/2021	DEC 2021 EVENT COORDINATOR - DEMBA	3,000.00	
R	CAZARES	11414	1102600	11/24/2021	11.23.21	11/23/2021	REIMB SUPPLIES FOR ITEMS FOR CANDY CANE DECORATIONS FOR MAIN ST LAMPOS	186.07	**4,038.19**
R	CDW GOVERNMENT INC	01541	1102503	11/18/2021	M615197	10/23/2021	CISCO ANYCONNECT 25U PERP LIC FOR IT	638.09	**638.09**
R	CERTIFIED ROOFING APPLICATORS,	13992	1102601	11/24/2021	PROG PYMT 2	10/21/2021	OCT 2021 PROGRESS CLAIM PYMT - BUDGET INN -CED	173,832.00	
R	CERTIFIED ROOFING APPLICATORS,	13992	1102601	11/24/2021	RA21344.2 CHNG ORD 1	9/29/2021	30% PROGESS PAYMENT, NEW PITCHED AREA TILE ROOFING - HOUSING DIV.	96,716.00	
R	CERTIFIED ROOFING APPLICATORS,	13992	1102601	11/24/2021	PROGRESS PYMT #3	11/3/2021	NOV 2021 PROGRESS CLAIM PAYMENT - CED	22,515.00	**293,063.00**
R	CHAO	01679	1102657	12/2/2021	SEPT 2021	11/17/2021	P.O.S.T. SETTLEMENT FOR SEPT 2021	23.10	**23.10**
R	CHAUNCEY	12987	1102658	12/2/2021	12.07-12.10.2021	11/22/2021	RADAR & LASER OPERATOR CLASS: SERGIO MACHADO - PD	140.00	**140.00**
R	CINTAS CORPORATION	09294	1102602	11/24/2021	1902506352	10/12/2021	JACKETS FOR TRANSP. DIV. STAFF	687.46	
R	CINTAS CORPORATION	09294	1102602	11/24/2021	1902464741	9/23/2021	SAFETY VESTS FOR TRANSP DIV.	291.44	
R	CINTAS CORPORATION	09294	1102602	11/24/2021	4099273716	10/20/2021	SPIRIT II BOTTLE SVCS, SIG SANT ALC, SIG SANT SVC/ALC, WIPES, HND SANITZR - PW	244.08	**1,222.98**
R	CITY AND COUNTY ENGINEERS	11660	1102415	11/10/2021	2021 DUES - ORTIZ	11/4/2021	2021 MEMBERSHIP DUES FOR LETICIA ORTIZ, SENIOR PROJ MGR - PW	50.00	
R	CITY AND COUNTY ENGINEERS	11660	1102415	11/10/2021	2021 DUES - PEREZ	11/4/2021	2021 MEMBERSHIP DUES FOR GUILLERMO PEREZ, ASSC CIVIL ENGINEER - PW	50.00	**100.00**
R	CITY OF EL MONTE - WORKERS	01238	1125202101	11/19/2021	OCT 2021	11/18/2021	OCT 2021 BOOK TRANSFER TO REPENISH THE WORKERS' COMP FUND	116,305.36	**116,305.36**
R	CITY OF EL MONTE RISK	01236	1123202101	11/19/2021	OCT 2021	11/18/2021	OCT 2021 BOOK TRANSFER TO PREFUND THE RISK MANAGEMENT FUND	32,314.74	**32,314.74**
R	CITY OF TEMPLE CITY	03651	1102417	11/10/2021	21-028	9/21/2021	TRAFFIC SIGNAL MAINTENANCE 07.01/20 THRU 06.30.21 - PW MAINT. DIV.	3,490.98	**3,490.98**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	COASTAL INSTRUMENTATION &	01714	1102604	11/24/2021	21-009	10/8/2021	REPAIRS TO THE MASTER PLC - PW UTIL.	2,175.00	**2,175.00**
R	COLANTUONO, HIGHSMITH &	13325	1102505	11/18/2021	49448	10/7/2021	SRVC THRU 09/30/21 RE: UNDER COLLECTION OF UUT (SHARE OF SPLIT FEES) - CITY	386.06	
R	COLANTUONO, HIGHSMITH &	13325	1102659	12/2/2021	49711	11/7/2021	SRVC THRU 10/31/21 RE: UNDER COLLECTION OF UUT (SHARE OF SPLIT FEES) - CITY	373.50	**759.56**
R	COPWARE INC	01750	1102506	11/18/2021	85813	11/1/2021	JAN-DEC 2022 CALIF PEACE OFFICERS LEGAL SOURCEBOOK, SITE LICENSE FPR 101-1	2,790.00	**2,790.00**
R	CORELOGIC SOLUTIONS LLC	06892	1102660	12/2/2021	82106852	10/31/2021	OCT 2021 GEOGRAPHIC PACKAGE - REALQUEST - ECON DEV	175.00	**175.00**
R	CORPORATE WAREHOUSE SUPPLY	11011	1102661	12/2/2021	65333	11/9/2021	RICOH AFICIO MP-7502 TONER FOR ENGINEERING DIV.	1,939.55	**1,939.55**
R	CROSSTOWN ELECTRICAL & DATA	13015	1102418	11/10/2021	4298-01216	9/18/2021	09/18/21 BUCKET TRUCK, TRAFFIC SIGNAL MAINT TECH LED - PWMD	2,668.41	
R	CROSSTOWN ELECTRICAL & DATA	13015	1102418	11/10/2021	4298-01214	9/16/2021	09/16/21 BUCKET TRUCK, TRAFFIC SIGNAL MAINT TECH LED - PWMD	724.00	
R	CROSSTOWN ELECTRICAL & DATA	13015	1102418	11/10/2021	4298-01215	9/17/2021	09/17/21 BUCKET TRUCK, TRAFFIC SIGNAL MAINT TECH LED - PWMD	724.00	**4,116.41**
R	CSULB FOUNDATION	01627	1102507	11/18/2021	12.13-15.21	11/3/2021	INTERAL AFFAIRS SEMINAR: DAVID AVALOS / ARAM CHOE - PD	794.00	**794.00**
R	CWE	11442	1102605	11/24/2021	21763	10/29/2021	09/01/21 - 09/30/21 GARVEY AVE GRADE SEPARATION DRAINAGE IMPRVMT PRJ CIF	26,913.50	**26,913.50**
R	CWEA (CALIF WATER ENVIRONMENT	09041	1102508	11/18/2021	ID: 335692	9/28/2021	MEMBERSHIP RENEWAL 2021 FOR DAVID GALLEGOS 11/30/21 - 11/30/22- PW	192.00	**192.00**
R	DAVE'S TROPHIES	01819	1102662	12/2/2021	51739	11/10/2021	TILE PLAQUE FOR CMO	27.50	
R	DAVE'S TROPHIES	01819	1102663	12/2/2021	51759	11/22/2021	TILE PLAQUE FOR CMO	52.80	**80.30**
R	DELL MARKETING LP C/O DELL USA	01832	1102419	11/10/2021	10524740688	10/10/2021	DELL 27 MONITOR, OPTIPLEX 3080 TOWER XCTO - ENGINEERING DIV.	2,138.82	
R	DELL MARKETING LP C/O DELL USA	01832	1102664	12/2/2021	10514588098	8/28/2021	DELL 24 MONITOR P2422H 60.5 CM - PD	1,128.76	
R	DELL MARKETING LP C/O DELL USA	01832	1102665	12/2/2021	10502293520	7/11/2021	INTEL INTEGRATED GRAPHICS, DELL OPTIPLEX 3080 - PW UTIL.	20,572.64	
R	DELL MARKETING LP C/O DELL USA	01832	1102665	12/2/2021	10512543831	8/19/2021	DELL 24 MONITOR - P2422H, 60.5CM - PD	564.38	**24,404.60**
R	DEPARTMENT OF ANIMAL CARE AND	01763	1102666	12/2/2021	OCT 2021	11/25/2021	KENNEL SERVICES FOR OCT 2021 - ANIMAL CONTROL	17,363.31	**17,363.31**
R	DEPARTMENT OF JUSTICE	01841	1102509	11/18/2021	537219	10/6/2021	SEPT 2021 FINGERPRINT APPS - HR	128.00	
R	DEPARTMENT OF JUSTICE	01841	1102509	11/18/2021	543300	11/3/2021	OCT 2021 FINGERPRINT APPS - HR	128.00	
R	DEPARTMENT OF JUSTICE	01841	1102509	11/18/2021	543270	11/3/2021	OCT 2021 FINGERPRINT APPS - PD	66.00	**322.00**
R	DNA OVERHEAD DOORS	13119	1102668	12/2/2021	Oct0621	10/8/2021	PD EXIT H/M DOOR PARKING LOT - PW	2,960.00	
R	DNA OVERHEAD DOORS	13119	1102668	12/2/2021	Sep0721	10/8/2021	FRONT GLASS DOOR FOR GOODY'S RESTAURANT - PW	1,720.00	
R	DNA OVERHEAD DOORS	13119	1102668	12/2/2021	Oct1221	10/20/2021	MT. VIEW PK - TINY TOT ROOM - PW	1,400.00	**6,080.00**
R	DONNOE & ASSOCIATES, INC.	06403	1102510	11/18/2021	9110	11/8/2021	POLICE CADET STOCK EXAM RENTAL FROM 11.11.21-11.26.21 - HR	374.00	**374.00**
R	DUDEK	13703	1102669	12/2/2021	202108333	11/9/2021	09/25/21 - 10/29/21 CEDAR AVE LOWER AZUSA RD - ENG. DIV.	26,593.56	**26,593.56**
R	DUNN-EDWARDS CORP	04008	1102511	11/18/2021	2137376792	9/21/2021	PAINT, BUCKET, ROLLER TRAY - PW	373.28	**373.28**
R	EMERGENCY RESPONSE CRIME SCENE	01982	1102512	11/18/2021	T2021-475	8/3/2021	DECONTAMINATE PD VEH. #15	250.00	
R	EMERGENCY RESPONSE CRIME SCENE	01982	1102512	11/18/2021	T2021-487	11/3/2021	DECONTAMINATE PD VEH. #32	250.00	
R	EMERGENCY RESPONSE CRIME SCENE	01982	1102512	11/18/2021	T2021-488	11/8/2021	BIO WASTE DESPOSAL 36 POUNDS - 2 BARRELS	240.00	**740.00**
R	EXPERIAN	02005	1102514	11/18/2021	CD2207003325	10/29/2021	CREDIT PROFILES FOR PD	77.24	**77.24**
R	EXXON MOBIL	02007	1102423	11/10/2021	7187899714941775110*	10/26/2021	ACCT#7187899714941775 PD FUEL	55.77	**55.77**
R	FBI - LEEDA	02013	1102515	11/18/2021	19371735	8/18/2021	EXECUTIVE LEADERSHIP INSTITUTE: RICHARD LUNA - PD	695.00	
R	FBI - LEEDA	02013	1102515	11/18/2021	193136377	8/10/2021	EXECUTIVE LEADERSHIP INSTITUTE: MICHAEL BUCKHANNON - PD	695.00	**1,390.00**
R	FEDEX	02029	1102670	12/2/2021	7-571-55227	11/19/2021	COURIER SVCS FOR ENGINEERING DIV.	77.09	**77.09**
R	FEDEX (CODE ENF/PLANNING)	02033	1102424	11/10/2021	7-548-34848	10/29/2021	COURIER SVCS FOR BUILDING DIV.	67.92	**67.92**
R	FERGUSON, PRAET & SHERMAN	06986	1102671	12/2/2021	25087	11/15/2021	OCT 2021 LEGAL SRVCS RE: MOLINA VS. CITY OF EL MONTE - HR/RM	4,368.00	**4,368.00**
R	FIVE POINTS/EL MONTE/SOUTH	02055	1102609	11/24/2021	11.01.21	11/1/2021	P V GIFT CARDS - CMO	40.00	**40.00**
R	FOOTHILLS PSYCHOLOGICAL	02062	1102516	11/18/2021	10.25.21	10/25/2021	10.25.21 PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING FOR HR/RM	450.00	
R	FOOTHILLS PSYCHOLOGICAL	02062	1102673	12/2/2021	09.13.21	9/13/2021	09.13.21 PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING FOR HR/RM	450.00	
R	FOOTHILLS PSYCHOLOGICAL	02062	1102673	12/2/2021	09.07.21	9/7/2021	09.07.21 PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING FOR HR/RM	450.00	**1,350.00**
R	FORENSIC NURSE RESPONSE	07256	1102674	12/2/2021	08-08-21	9/1/2021	SART EXAMS FOR PD	3,300.00	**3,300.00**
R	FRANKCO FINE UPHOLSTERY	04927	1102675	12/2/2021	19786	10/19/2021	RECOVER BUCKET SEAT FOR PD VEH. UNIT 239	285.25	**285.25**
R	FREY	02077	1102676	12/2/2021	SEPT 2021	11/17/2021	P.O.S.T. SETTLEMENT FOR SEPT 2021	119.20	
R	FREY	02077	1102676	12/2/2021	SEPT 2021	11/17/2021	P.O.S.T. SETTLEMENT FOR SEPT 2021	37.52	**156.72**
R	FRONTIER	10610	1102426	11/10/2021	2091513234-10/21	10/22/2021	AC#209-151-3234-032798-5 (10/22/21 - 11/21/21)-PD	141.16	
R	FRONTIER	10610	1102426	11/10/2021	2091510457-10/21	10/19/2021	AC#209-151-3234-032798-5 (10/19/21 - 11/18/21)-PD	141.16	
R	FRONTIER	10610	1102677	12/2/2021	2091513234-11/21	11/22/2021	AC#209-151-3234-032798-5 (11/22/21 - 12/21/21)-PD	141.16	
R	FRONTIER	10610	1102677	12/2/2021	2091510457-11/21	11/19/2021	AC#209-151-0457-021898-5 (11/19/21-12/18/21) - PD	141.16	**564.64**
R	GALLS, LLC	05590	1102678	12/2/2021	BC1435405	9/1/2021	3 VOLT LITHIUM CR-123 BATTERIES 12 PK FOR PD	137.51	**137.51**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	GOLDEN STATE WATER COMPANY	02160	1102517	11/18/2021	9.28-10.27.21	10/28/2021	AC #5938830002 (09/28/21 - 10/27/21) - PW	101.39	**101.39**
R	GREEN PRO SOLUTIONS	13445	1102519	11/18/2021	21451	10/19/2021	DIGESTEASE W/ENZYMES - PW UTIL.	1,300.00	**1,300.00**
R	GREEN ROCKET SECURITY INC.	11666	1102679	12/2/2021	N13521	11/1/2021	GREEN RADIUS LICENSE/SUPPORT FOR 1 YR - PD	1,512.00	**1,512.00**
R	HAAKER EQUIPMENT CO	02221	1102520	11/18/2021	C73811	10/29/2021	SWITCH CONTROL, CONTROLLER - PW UTIL.	191.40	**191.40**
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162610627.001	8/23/2021	ITEMS FOR MT VIEW PK PATIO RESTROOMS - PW	1,234.45	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162582987.001	8/19/2021	PARTS FOR MT VIEW PK PATIO RESTROOM - PW	1,075.70	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162616677.001	8/24/2021	ITEMS FOR MT VIEW PK PATIO RESTROOMS - PW	899.15	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162679004.001	9/20/2021	WATER DISPENSER FOR PW	773.14	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162782477.001	9/22/2021	WATER FILTER BOTTLE FILLER FOR PW	728.36	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162184576.001	7/7/2021	SUPPLIES FOR LAMBERT PARK PATIO RESTROOMS - PW	551.28	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162246575.001	7/13/2021	PARTS FOR LEAKING PIPE AT LAMBERT PARK - PW	40.13	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162738091.001	9/8/2021	ITEMS FOR MT VIEW PK PATIO RESTROOMS - PW	18.01	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162689553.001	9/1/2021	SLOAN URINAL CARTRIDGE, MILW TOOL PEN LIGHT - PW	335.80	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162303663.001	8/3/2021	FAUCETS AND SUPPLIES FOR MT VIEW PK KITCHEN - PW	229.43	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162898538.001	9/27/2021	HEAT FUN FOR COUNTER LAMINATE, PLUMBING PARTS - PW	209.31	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162150322.001	7/1/2021	URINAL CARTRIDGE FOR CHW - PW	202.59	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S162738782.001	9/8/2021	ITEMS FOR MT VIEW PK PATIO RESTROOMS - PW	86.55	
R	HAJOCA CORPORATION	07418	1102427	11/10/2021	S161367843.001	9/1/2021	ITEMS FOR SINKS IN MT VIEW PK - PW	45.77	
R	HAJOCA CORPORATION	07418	1102680	12/2/2021	S161778436.001	10/18/2021	NEW URINAL FOR MENT RESTROOM AT FLETCHER PK - PW	1,631.33	
R	HAJOCA CORPORATION	07418	1102680	12/2/2021	S163020320.001	10/11/2021	PLUMBING SUPPLIES, MVP DRINKING FOUNTAIN - PW	348.66	
R	HAJOCA CORPORATION	07418	1102680	12/2/2021	S163110990.001	10/20/2021	ADAPTORS FOR PW	122.70	
R	HAJOCA CORPORATION	07418	1102680	12/2/2021	S163052379.001	10/13/2021	GALVANIZED FITTERS FOR STOCK - PW	83.79	**8,616.15**
R	HASA, INC.	11900	1102428	11/10/2021	784883	10/25/2021	MURIATIC ACID, HASACHLOR FOR AQUATIC CTR.	2,096.82	
R	HASA, INC.	11900	1102428	11/10/2021	784667	10/19/2021	ALKALINITY FIRST BICARB - AQUATIC CTR.	1,541.38	**3,638.20**
R	HDL SOFTWARE, LLC	07554	1102611	11/24/2021	SIN012704	11/16/2021	PRIME USER AND REMOTE USER LICENSE FOR BUSINESS LICENSE SOFTWARE - TREA	9,540.00	**9,540.00**
R	HELISAFE, INC.	13511	1102429	11/10/2021	1369	8/10/2021	REIMBURSEMENT FOR UNSCHEDULED MAINTENANCE - PD	11,326.08	
R	HELISAFE, INC.	13511	1102429	11/10/2021	1370	8/10/2021	REIMBURSEMENT FOR UNSCHEDULED MAINTENANCE - PD	4,475.00	
R	HELISAFE, INC.	13511	1102429	11/10/2021	1368	8/10/2021	REIMBURSEMENT FOR UNSCHEDULED MAINTENANCE - PD	2,011.90	**17,812.98**
R	HEMLOCK MUTUAL WATER COMPANY	14009	1102681	12/2/2021	M005-1	11/23/2021	AC#M005-1 LISA VILLA UTILITY ASSISTANCE PRG - ECON DEV	402.00	**402.00**
R	HERRERA	13883	1102612	11/24/2021	12.05-07.2021	11/23/2021	PER DIEM FOR ICSC - HERE, WE GO 2021 CONF.	180.00	**180.00**
R	HINDERLITER, DE LLAMAS & ASSOC	10885	1102521	11/18/2021	SIN001379	5/11/2020	CONTRACT SVCS- SALES TX AUDIT SVCS - SALES TX A4/2019	3,885.79	
R	HINDERLITER, DE LLAMAS & ASSOC	10885	1102521	11/18/2021	0030302-IN	12/6/2018	CONTACT SVCS - SALES TX SALES QTR 2 2018	1,950.00	
R	HINDERLITER, DE LLAMAS & ASSOC	10885	1102613	11/24/2021	SIN012545	9/30/2021	ECON DEV SERVICES - QTR 3 2021 (JULY - AUGUST 2021)	12,600.00	
R	HINDERLITER, DE LLAMAS & ASSOC	10885	1102613	11/24/2021	SIN012650	10/31/2021	OCT 2021 CANNABIS MGMT PROG SVCS - CED	2,000.00	**20,435.79**
R	HOPKINS TECHNICAL PRODUCTS INC	02293	1102683	12/2/2021	3621000402	7/15/2021	FREIGHT FOR DUAL PUMP PE 100 WALL SKID AND TAX - PW UTIL.	8,215.19	
R	HOPKINS TECHNICAL PRODUCTS INC	02293	1102683	12/2/2021	3621301000	9/10/2021	4 EA DRIP PAN FOR PE100 WALL SKIDS - PW UTIL.	1,760.00	**9,975.19**
R	HUNTINGTON HARDWARE CO., INC.	09126	1102684	12/2/2021	1200681-01	10/6/2021	LOCKS FOR BUS ROUTE - PW	1,218.17	
R	HUNTINGTON HARDWARE CO., INC.	09126	1102684	12/2/2021	1201616-02	10/25/2021	CORES FOR WATER / SEWER ROOM - PW	200.64	
R	HUNTINGTON HARDWARE CO., INC.	09126	1102684	12/2/2021	1204001-01	10/25/2021	KEYS AND CORE FOR NEW GRAPHICS ROOM - PW	171.63	
R	HUNTINGTON HARDWARE CO., INC.	09126	1102684	12/2/2021	1909218-00	8/3/2020	CREDIT ON ACCT FOR RETURNED ITEMS - DUP KEYS - PW	(88.80)	**1,501.64**
R	INDUSTRIAL CLEANING SYSTEMS	10296	1102430	11/10/2021	39346	10/18/2021	REPAIRS TO PW BLOWER	1,231.32	**1,231.32**
R	INFRASTRUCTURE ENGINEERS	10967	1102615	11/24/2021	26362	10/31/2021	10/01/21-10/31/21 STREET IMPROVMT PROJ SCHMIDT ROAD - ENG.	4,080.60	**4,080.60**
R	INSIGHT PUBLIC SECTOR INC	13181	1102525	11/18/2021	1100887074	11/3/2021	MICROSOFT WIRELESS DESKTOP 2000 KEYBOARD AND MOUSE SET - IT	836.00	**836.00**
R	INTERWEST CONSULTING GROUP INC	02371	1102431	11/10/2021	73435	11/1/2021	09/01/21 - 09/30/21 BUILDING SERVICES (PLAN CHECK, PERMITS) - BLDG DEPT.	42,263.15	
R	INTERWEST CONSULTING GROUP INC	02371	1102685	12/2/2021	72908	10/14/2021	SEPT 2021 CIP PROJECT MANAGEMENT DESIGN SERVICES - ENG DIV.	17,290.00	
R	INTERWEST CONSULTING GROUP INC	02371	1102685	12/2/2021	71127	8/9/2021	JULY 2021 CIP PROJECT MANAGEMENT DESIGN SERVICES - ENG DIV.	16,330.00	
R	INTERWEST CONSULTING GROUP INC	02371	1102685	12/2/2021	65097	12/14/2020	NOV 2020 PARKWAY AND DENHOLM BIKE BLVD AND TRAFFIC CALMING - ENG DIV.	1,200.00	
R	INTERWEST CONSULTING GROUP INC	02371	1102685	12/2/2021	66233	1/28/2021	DEC 2020 PARKWAY AND DENHOLM BIKE BLVD AND TRAFFIC CALMING - ENG DIV.	1,200.00	**78,283.15**
R	INX BUILDING MAINTENANCE	11700	1102616	11/24/2021	965255	11/1/2021	NOV 2021 JANITORIAL SVCS FOR CITY HALL EAST/WEST	3,543.57	
R	INX BUILDING MAINTENANCE	11700	1102616	11/24/2021	965253	11/1/2021	NOV 2021 JANITORIAL SVCS FOR PW YARD	2,075.89	**5,619.46**
R	JOHNSON CONTROLS INC.	02408	1102432	11/10/2021	1-107130467359	9/27/2021	FINDING AND MAPPING THE ZONES AT THE PW MAINT YARD	3,906.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	JOHNSON CONTROLS INC.	02408	1102432	11/10/2021	1-107130468106	9/27/2021	REPAIRS TO AC UNITS - PW	1,953.00	**5,859.00**
R	KEENAN & ASSOCIATES	11801	1102686	12/2/2021	266921	11/19/2021	NOV 2021 ONLINE BENEFITS ADMIN. - HR	1,250.00	**1,250.00**
R	KING'S DISCOUNT BRAKE & TIRE	08747	1102433	11/10/2021	109666	10/19/2021	GT RADIAL ADV - PW	616.00	
R	KING'S DISCOUNT BRAKE & TIRE	08747	1102433	11/10/2021	109378	10/7/2021	GT RADIAL ADV - PW	462.00	
R	KING'S DISCOUNT BRAKE & TIRE	08747	1102433	11/10/2021	109490	10/12/2021	TIRES FOR TRAILER - PW	187.00	**1,265.00**
R	KOA CORPORATION	11944	1102617	11/24/2021	JC06022-13	11/1/2021	09/327/21-10/31/21 6344 EL MONTE - RAMONA RESURF. PROJ. CIP 857	36,164.34	**36,164.34**
R	L.A. COUNTY FIRE FIGHTERS	02573	1102527	11/18/2021	NOV-DEC 2021	11/15/2021	NOV-DEC 2021 INS. SUBSIDY RETIRED FIREMEN	1,113.56	**1,113.56**
R	LAE ASSOCIATES, INC.	11943	1102687	12/2/2021	21-750	10/11/2021	SEPT 2021 - SENIOR PROJ MGR P.E.- CLORA PLACE MGMT - ENG. DIV.	5,775.00	
R	LAE ASSOCIATES, INC.	11943	1102687	12/2/2021	21-755	10/11/2021	SEPT 2021 - SENIOR PROJ MGR - SCHMIDDT ROAD - ENG. DIV.	2,775.00	**8,550.00**
R	LINN	08259	1102530	11/18/2021	NOV '21 - JAN '22	11/15/2021	NOV 2021 - JAN 2022 RETIREE MEDICAL REIMBURSEMENT	445.50	**445.50**
R	LONGO TOYOTA	02549	1102532	11/18/2021	1695235	10/28/2021	KEY RE PROGRAMMING FOR CMO CITY VEH. TOYOTA AVALON	437.94	**437.94**
R	LOS ANGELES COUNTY SHERIFF'S	02580	1102688	12/2/2021	220768AL	11/12/2021	SEPT 2021 HELICOPTER SERVICES FOR PD	934.18	
R	LOS ANGELES COUNTY SHERIFF'S	02580	1102688	12/2/2021	221026SG	11/16/2021	OCT 2021 INMATE MEAL SERVICE - PD	729.14	**1,663.32**
R	LOZEAU CONSULTING, TRAINING &	13897	1102689	12/2/2021	11.08-12.06.21	11/23/2021	REG. -HOMELESS LIAISON OFFICER COURSE: STEVEN FONSECA AND FRANCISCO RAM	160.00	**160.00**
R	LUNA	02599	1102690	12/2/2021	SEPT 2021	11/17/2021	P.O.S.T. SETTLEMENT FOR SEPT 2021	35.20	**35.20**
R	MANAGED HEALTH NETWORK	11097	1102533	11/18/2021	PRM-067000	11/1/2021	OCT 2021 EMPLOYEE ASSISTANCE PROGRAM - HR	680.80	**680.80**
R	MARTIN	02645	1102691	12/2/2021	11.05.21	11/5/2021	REIMB MILEAGE: CORONA - PD	38.75	**38.75**
R	MARTINEZ	12871	1102534	11/18/2021	7.20-11.8.21	11/8/2021	REIMBURSE PETTY CASH 07/20/21 - 11/08/21 - CMO & CITY COUNCIL	397.13	
R	MARTINEZ	11844	1102619	11/24/2021	12.5-7.21	11/23/2021	PER DIEM FOR ICSC CONF: LAS VEGAS	180.00	**577.13**
R	MC MILLEN	02671	1102435	11/10/2021	JUL '20-JUN '21	11/9/2021	SPOUSAL MEDICAL SUBSIDY FOR JUL 2020 - JUN 2021	6,009.00	**6,009.00**
R	MEDICO PROFESSIONAL LINEN	12057	1102692	12/2/2021	20506592	11/12/2021	LINEN SERVICE FOR PD	160.40	
R	MEDICO PROFESSIONAL LINEN	12057	1102692	12/2/2021	20510347	11/18/2021	LINEN SERVICE FOR PD	158.03	
R	MEDICO PROFESSIONAL LINEN	12057	1102692	12/2/2021	20498882	10/29/2021	LINEN SERVICE FOR PD	158.03	
R	MEDICO PROFESSIONAL LINEN	12057	1102692	12/2/2021	20464332	8/27/2021	LINEN SERVICE FOR PD	158.03	
R	MEDICO PROFESSIONAL LINEN	12057	1102692	12/2/2021	20495030	10/22/2021	LINEN SERVICE FOR PD	158.03	**792.52**
R	METROPOLITAN LIFE INSURANCE	12956	1102535	11/18/2021	NOV 2021	10/15/2021	ACCT #KM05965542 NOV 2021 DENTAL INSURANCE PREMIUM	27,162.63	
R	METROPOLITAN LIFE INSURANCE	12956	1102693	12/2/2021	OCT 2021	11/4/2021	ACCT #KM05965542 OCT 2021 DENTAL INSURANCE PREMIUM	27,250.13	**54,412.76**
R	MGT OF AMERICA CONSULTING LLC	11583	1102536	11/18/2021	40939	10/27/2021	Q1: SB90 CLAIM MASTER SET UP, DATA COLLECTION DOCUMENT REQUEST - FINANC	1,875.00	**1,875.00**
R	MICHAEL BAKER INT'L INC	10220	1102537	11/18/2021	1130182	10/25/2021	PROF CONSULTING SVCS THRU 10.03.2021 - ENG. DIV.	21,377.00	
R	MICHAEL BAKER INT'L INC	10220	1102620	11/24/2021	1131945	11/11/2021	PROF CONSULTING SVCS THRU 10.31.2021 - ENG. DIV.	7,301.00	**28,678.00**
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056539	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE EMOU- DEEP - PW UTIL	339.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056508	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE TTHMS - PW UTIL	266.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056498	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 12 - PW UTIL	159.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056500	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 12 - PW UTIL	159.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056534	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 12 - PW UTIL	159.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056540	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 12 - PW UTIL	159.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056528	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 2A - PW UTIL	15.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056533	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 10 - PW UTIL	15.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056525	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE EMOU GM/LSI - PW UTIL	339.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056512	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 13 - PW UTIL	83.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056514	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE GENERAL PHYSICAL - PW UTIL	70.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056529	9/24/2021	09/24/21 WATER QUALITY SAMPLE COLIFORM SAMPLING - PW UTIL	60.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056527	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE COLIFORM - PW UTIL	45.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056524	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE GENERAL PHYSICAL - PW UTIL	42.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-057739	9/30/2021	09/30/21 WATER QUALITY SAMPLE EL MONTE LEAD AND COPPER SAMPLING - PW	33.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056543	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 2A - PW UTIL	106.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056504	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE COLIFORM - PW UTIL	105.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056537	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE COLIFORM - PW UTIL	105.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056544	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE COLIFORM - PW UTIL	105.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056505	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE GENERAL PHYSICAL - PW UTIL	98.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056511	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 10 - PW UTIL	83.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056502	9/24/2021	09/24/21 WATER QUALITY SAMPLE EMOU -DEEP WELL - GAC- PW UTIL	437.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056522	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE EMOU-DEEP - PW UTIL	437.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056535	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE EMOU- DEEP - PW UTIL	437.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056509	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 3 - PW UTIL	381.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056510	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 2A - PW UTIL	381.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056538	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE EMOU- DEEP - PW UTIL	348.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-057738	9/30/2021	09/30/21 WATER QUALITY SAMPLE EL MONTE LEAD AND COPPER SAMPLING - PW	957.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-057737	9/30/2021	09/30/21 WATER QUALITY SAMPLE EL MONTE EMOU BACKWASH NPDES- PW UTIL	882.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056507	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE GM/LSI - PW UTIL	791.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056515	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE GM/LSI - PW UTIL	565.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056513	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 12 - PW UTIL	499.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056521	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE EMOU - PW UTIL	483.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056518	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE COLIFORM - PW UTIL	120.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056499	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 3 - PW UTIL	106.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056501	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 2A - PW UTIL	106.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056503	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 3 - PW UTIL	106.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056536	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 3 - PW UTIL	106.00	
R	MONTROSE ENVIRONMENTAL GROUP	13598	1102437	11/10/2021	CINV-056541	9/24/2021	09/24/21 WATER QUALITY SAMPLE EL MONTE WELL 3 - PW UTIL	106.00	**9,793.00**
R	MORA	14007	1102621	11/24/2021	P/E: 10/31/21	11/22/2021	REPLACE PAYROLL CK #4098475 FOR REJECTED DIRECT DEPOSIT	516.25	**516.25**
R	MORPHISEC, INC.	12840	1102438	11/10/2021	INVUS1125	11/8/2021	11/02/21 - 11/01/22 RENEW SUBSCRIPTION - SERVER PROTECTOR, CLOUD MAINT -	16,975.00	**16,975.00**
R	MULTIFORCE SYSTEMS CORP	02765	1102439	11/10/2021	920489	6/30/2021	VFP HOST CONTROL SOFTWARE, TELEPHONE DESK ASSIST., ANNUAL HARDWARE M.	3,030.00	**3,030.00**
R	NATIONWIDE ENVIRONMENTAL	02817	1102440	11/10/2021	31886	10/15/2021	OCT 2021 STREET SWEEPING SERVICES CITYWIDE - PW	37,626.08	
R	NATIONWIDE ENVIRONMENTAL	02817	1102440	11/10/2021	31889	10/15/2021	OCT 2021 TRANSIT STOP CLEANING SVCS - PW	15,000.00	
R	NATIONWIDE ENVIRONMENTAL	02817	1102440	11/10/2021	31888	10/15/2021	OCT 2021 STREET SWEEPING SERVICES VALLEY MALL/ALLEYS/CITY LOTS - PW	2,407.47	
R	NATIONWIDE ENVIRONMENTAL	02817	1102623	11/24/2021	31951	11/15/2021	NOV 2021 STREET SWEEPING SERVICES CITYWIDE - PW	40,033.55	
R	NATIONWIDE ENVIRONMENTAL	02817	1102623	11/24/2021	31954	11/15/2021	OCT 2021 TRANSIT STOP CLEANING SVCS - PW	15,000.00	**110,067.10**
R	NAVISITE, LLC	13568	1102441	11/10/2021	366160	7/31/2021	07/01/21 - 08/31/21 MANAGED SQL DBA SRVCS - REMOTE DC-N-69210-1 (I.T.)	5,000.04	
R	NAVISITE, LLC	13568	1102441	11/10/2021	367273	8/31/2021	09/01/21 - 09/30/21 MANAGED SQL DBA SRVCS - REMOTE DC-N-69210-1 (I.T.)	2,500.02	
R	NAVISITE, LLC	13568	1102441	11/10/2021	368386	9/30/2021	10/01/21 - 10/31/21 MANAGED SQL DBA SRVCS - REMOTE DC-N-69210-1 (I.T.)	2,500.02	
R	NAVISITE, LLC	13568	1102441	11/10/2021	369484	10/31/2021	11/01/21 - 11/30/21 MANAGED SQL DBA SRVCS - REMOTE DC-N-69210-1 (I.T.)	2,500.02	
R	NAVISITE, LLC	13568	1102694	12/2/2021	370607 / 371229	11/30/2021	12/01/21- 12/31/21 MANAGED SQL DBA SRVCS - REMOTE DC-N-69210-1 (I.T.)	2,499.78	**14,999.88**
R	NEMETH FAMILY INTERIORS	12377	1102695	12/2/2021	15848	9/8/2021	CARPET FOR ART ROOM GRAPHICS - PW	9,882.50	
R	NEMETH FAMILY INTERIORS	12377	1102695	12/2/2021	15774	8/5/2021	FLOORING FOR CITY ATTORNEYS AREA - PW	7,457.50	**17,340.00**
R	NHA ADVISORS LLC	13377	1102696	12/2/2021	00544	9/7/2021	2010 LEASE REVENUE BONDS - 12/20/2020 ARBITRAGE REBATE CALCULATION & ME	3,500.00	**3,500.00**
R	NOBEL SYSTEMS, INC.	13174	1102697	12/2/2021	15179	8/2/2021	UNLIMITED GIS SUPPORT SVCS - PW UTIL.	44,800.00	**44,800.00**
R	NOVA ELECTRIC	12226	1102442	11/10/2021	052	10/11/2021	RETRO FIT 30 LIGHTS AT COMM CTR PATIO AREA - PW	1,200.00	**1,200.00**
R	NTH GENERATION COMPUTING, INC.	12089	1102443	11/10/2021	39467H	10/18/2021	STORAGE ARRAY STARTUP SVC, RACK INSTALLATION, BLADE SUPPORT, GEN10 SUPP	199,392.10	**199,392.10**
R	NV5, INC.	12935	1102444	11/10/2021	228588	8/24/2021	JUL 2021 EL MONTE PROJ MGMT SVCS VARIOUS CIP- ENG DIV.	4,160.00	
R	NV5, INC.	12935	1102444	11/10/2021	228587	8/24/2021	JUL 2021 EL MONTE PROJ MGMT SVCS VARIOUS CIP- ENG DIV.	3,150.00	
R	NV5, INC.	12935	1102444	11/10/2021	232950	9/22/2021	AUG 2021 EL MONTE PROJ MGMT SVCS VARIOUS CIP- ENG DIV.	2,550.00	
R	NV5, INC.	12935	1102444	11/10/2021	232951	9/22/2021	AUG 2021 EL MONTE PROJ MGMT SVCS VARIOUS CIP- ENG DIV.	2,100.00	
R	NV5, INC.	12935	1102444	11/10/2021	232952	9/22/2021	AUG 2021 EL MONTE PROJ MGMT SVCS VARIOUS CIP- ENG DIV.	1,120.00	
R	NV5, INC.	12935	1102444	11/10/2021	232949	9/22/2021	AUG 2021 EL MONTE PROJ MGMT SVCS VARIOUS CIP- ENG DIV.	525.00	
R	NV5, INC.	12935	1102444	11/10/2021	228585	8/24/2021	JUL 2021 EL MONTE PROJ MGMT SVCS VARIOUS CIP- ENG DIV.	375.00	
R	NV5, INC.	12935	1102624	11/24/2021	239704	10/30/2021	AUG 2021 ENG DESIGN SVCS FOR EL MONTE BALDWIN AVE- ENG DIV.	1,620.00	**15,600.00**
R	OAKWEST SERVICES, INC.	13439	1102445	11/10/2021	APPL #3	10/1/2021	REHAB THRU 09/30/21 BUDGET INN PROJECT - HOUSING	253,480.70	**253,480.70**
R	OCCUPATIONAL HEALTH CTRS OF CA	13984	1102538	11/18/2021	73242593	11/3/2021	EXAMS PERFORMED PER HR	435.00	
R	OCCUPATIONAL HEALTH CTRS OF CA	13984	1102538	11/18/2021	72927321	10/6/2021	EXAMS PERFORMED PER HR	165.00	
R	OCCUPATIONAL HEALTH CTRS OF CA	13984	1102538	11/18/2021	72848424	9/29/2021	EXAMS PERFORMED PER HR	45.00	
R	OCCUPATIONAL HEALTH CTRS OF CA	13984	1102698	12/2/2021	73312128	11/10/2021	EXAMS PERFORMED PER HR	310.00	**955.00**
R	ODYSSEY POWER CORPORATION	10966	1102446	11/10/2021	114305	8/16/2021	GENERATOR SERVICE CALL - PW	688.50	**688.50**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	OLIVAREZ MADRUGA	09855	1115202101	11/12/2021	16833	9/30/2021	SEPT 2021 - MONTHLY BASE RETAINER	59,800.00	
R	OLIVAREZ MADRUGA	09855	1115202103	11/12/2021	16829	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - WIRELESS - GENERAL REGULATORY ADVICE	1,760.00	
R	OLIVAREZ MADRUGA	09855	1115202104	11/12/2021	16831	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - WIRELESS - APPLICATION REVIEW/ADVICE	300.00	
R	OLIVAREZ MADRUGA	09855	1115202105	11/12/2021	16823	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - WIRELESS - TYLER RAMONA/DOMUS	180.00	
R	OLIVAREZ MADRUGA	09855	1115202106	11/12/2021	16820	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - WIRELESS - RIDDLE FREEWAY SIGN	2,261.00	
R	OLIVAREZ MADRUGA	09855	1115202107	11/12/2021	16837	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - WIRELESS - PUBLIC RECORD REQUEST	8,622.50	
R	OLIVAREZ MADRUGA	09855	1115202108	11/12/2021	16830	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - WIRELESS - PERB ADMINISTRATIVE PROCEE	2,967.50	
R	OLIVAREZ MADRUGA	09855	1115202109	11/12/2021	16838	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - WIRELESS - PACIFIC TOWERS	1,432.50	
R	OLIVAREZ MADRUGA	09855	1115202110	11/12/2021	16828	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - OPERABLE UNIT	2,795.00	
R	OLIVAREZ MADRUGA	09855	1115202111	11/12/2021	16840	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - MOBILEHOME PARKS	5,932.50	
R	OLIVAREZ MADRUGA	09855	1115202112	11/12/2021	16847	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - MERCY HOUSING	540.00	
R	OLIVAREZ MADRUGA	09855	1115202113	11/12/2021	16827	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - MACLAREN HALL	1,597.50	
R	OLIVAREZ MADRUGA	09855	1115202114	11/12/2021	16839	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - HR- POLICE EMPLOYEE DISCIPLINE/INVESTIG	1,230.00	
R	OLIVAREZ MADRUGA	09855	1115202115	11/12/2021	16849	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - HR-LABOR NEGOTIATIONS	5,154.00	
R	OLIVAREZ MADRUGA	09855	1115202116	11/12/2021	16845	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - HR- EMPLOYEE DISCIPLINE/INVESTIGATIONS	1,930.00	
R	OLIVAREZ MADRUGA	09855	1115202118	11/12/2021	16835	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - GATEWAY GRAPEVINE	4,713.00	
R	OLIVAREZ MADRUGA	09855	1115202119	11/12/2021	16822	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - FLETCHER PARK UNLAWFUL DETAINER	180.00	
R	OLIVAREZ MADRUGA	09855	1115202120	11/12/2021	16821	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - COVID 19 LEGAL RESPONSE & ADVICE EFFOR	4,635.00	
R	OLIVAREZ MADRUGA	09855	1115202121	11/18/2021	16844	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - CITY COUNCIL - INITIATED INVESTIGATIONS	3,035.00	
R	OLIVAREZ MADRUGA	09855	1115202122	11/12/2021	16843	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - COUNCIL - AD HOC COMMISSIONS	8,405.00	
R	OLIVAREZ MADRUGA	09855	1115202123	11/12/2021	16824	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - CHANNEL PROPERTY ACQUISITIONS	1,890.00	
R	OLIVAREZ MADRUGA	09855	1115202124	11/12/2021	16842	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - NIBBLE THIS V. EL MONTE	100.00	
R	OLIVAREZ MADRUGA	09855	1115202125	11/12/2021	16817	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - NEROCANNA V. EL MONTE WRIT	1,238.00	
R	OLIVAREZ MADRUGA	09855	1115202126	11/12/2021	16819	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - CANNABIS/9860 GIDLEY	2,397.50	
R	OLIVAREZ MADRUGA	09855	1115202127	11/12/2021	16851	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - CANNABIS GENERAL LIT.	9,481.50	
R	OLIVAREZ MADRUGA	09855	1115202128	11/12/2021	16850	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - FEAH V. EL MONTE	2,370.40	
R	OLIVAREZ MADRUGA	09855	1115202129	11/12/2021	16825	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - DRONA THERAPY V. EL MONTE	1,580.00	
R	OLIVAREZ MADRUGA	09855	1115202130	11/12/2021	16848	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - CLADE9 V. EL MONTE	80.00	
R	OLIVAREZ MADRUGA	09855	1115202131	11/12/2021	16834	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - CALIMED V. EL MONTE - WRIT	1,603.00	
R	OLIVAREZ MADRUGA	09855	1115202132	11/12/2021	16832	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - BROCKWAY PROPERTY	4,947.50	
R	OLIVAREZ MADRUGA	09855	1115202133	11/12/2021	16846	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - BLACKCREEK / 3900 ARDEN	40.00	
R	OLIVAREZ MADRUGA	09855	1115202134	11/12/2021	16836	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - BLESSED ROCK	20.00	
R	OLIVAREZ MADRUGA	09855	1115202135	11/12/2021	16816	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - AREA Y DEVELOPER ENTITLEMENTS	1,090.00	
R	OLIVAREZ MADRUGA	09855	1115202136	11/12/2021	16841	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - 10525 VALLEY BLVD	5,310.00	
R	OLIVAREZ MADRUGA	09855	1115202137	11/12/2021	16815	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - 4802 LITTLEJOHN STREET CODE ENF.	60.00	
R	OLIVAREZ MADRUGA	09855	1115202138	11/12/2021	16814	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - 2017 METROLINK TOD	14,335.00	
R	OLIVAREZ MADRUGA	09855	1115202139	11/12/2021	16818	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - CANNABIS REGULATIONS AND LICENSING	3,330.00	
R	OLIVAREZ MADRUGA	09855	1118202117	11/12/2021	16826	9/30/2021	SEPT 2021 - SPECIAL LEGAL SERVICES - PROJECT HOMEKEY	22.50	
R	OLIVAREZ MADRUGA	09855	1202202101	12/2/2021	17218	11/23/2021	OCT 2021 - MONTHLY BASE RETAINER	61,840.01	
R	OLIVAREZ MADRUGA	09855	1202202102	12/2/2021	17199	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - 2017 METROLINK TOD	4,837.50	
R	OLIVAREZ MADRUGA	09855	1202202103	12/2/2021	17201	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - 10525 VALLEY BLVD	742.50	
R	OLIVAREZ MADRUGA	09855	1202202104	12/2/2021	17209	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - AREA Y DEVELOPER ENTITLEMENTS	3,525.00	
R	OLIVAREZ MADRUGA	09855	1202202105	12/2/2021	17215	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - BROCKWAY PROPERTY	3,737.50	
R	OLIVAREZ MADRUGA	09855	1202202106	12/2/2021	17208	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - CALIMED V. EL MONTE - WRIT	780.00	
R	OLIVAREZ MADRUGA	09855	1202202107	12/2/2021	17205	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - DRONA THERAPY V. EL MONTE	3,440.00	
R	OLIVAREZ MADRUGA	09855	1202202108	12/2/2021	17207	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - FEAH V. EL MONTE	3,640.00	
R	OLIVAREZ MADRUGA	09855	1202202109	12/2/2021	17206	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - CANNABIS GENERAL LIT.	7,595.00	
R	OLIVAREZ MADRUGA	09855	1202202110	12/2/2021	17200	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - CANNABIS/9860 GIDLEY	400.00	
R	OLIVAREZ MADRUGA	09855	1202202111	12/2/2021	17210	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - NEROCANNA V. EL MONTE WRIT	7,020.00	
R	OLIVAREZ MADRUGA	09855	1202202112	12/2/2021	17191	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - CANNABIS REGULATIONS AND LICENSING	7,197.50	
R	OLIVAREZ MADRUGA	09855	1202202113	12/2/2021	17202	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - CHANNEL PROPERTY ACQUISITIONS	1,412.50	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	OLIVAREZ MADRUGA	09855	1202202114	12/2/2021	17217	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - COUNCIL - AD HOC COMMISSIONS	11,094.78	
R	OLIVAREZ MADRUGA	09855	1202202115	12/2/2021	17198	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - CITY COUNCIL - INITIATED INVESTIGTIONS	4,382.43	
R	OLIVAREZ MADRUGA	09855	1202202116	12/2/2021	17356	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - CITY MANAGER PERFORMANCE EVALUATION	112.50	
R	OLIVAREZ MADRUGA	09855	1202202117	12/2/2021	17216	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - COVID 19 LEGAL RESPONSE & ADVICE EFFORT	1,530.00	
R	OLIVAREZ MADRUGA	09855	1202202118	12/2/2021	17219	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - FLETCHER PARK UNLAWFUL DETAINER	3,262.50	
R	OLIVAREZ MADRUGA	09855	1202202119	12/2/2021	17212	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - GATEWAY GRAPEVINE	710.00	
R	OLIVAREZ MADRUGA	09855	1202202120	12/2/2021	17357	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - PROJECT HOMEKEY	625.00	
R	OLIVAREZ MADRUGA	09855	1202202121	12/2/2021	17194	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - HR - EMPLOYEE DISCIPLINE/INVESTIGATIONS	2,322.50	
R	OLIVAREZ MADRUGA	09855	1202202122	12/2/2021	17193	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - HR - LABOR NEGOTIATIONS	17,657.20	
R	OLIVAREZ MADRUGA	09855	1202202123	12/2/2021	17189	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - HR - POLICE EMPLOYEE DISCIPLINE/INVESTIGA	1,777.50	
R	OLIVAREZ MADRUGA	09855	1202202124	12/2/2021	17203	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES -MACLAREN HALL	4,602.50	
R	OLIVAREZ MADRUGA	09855	1202202125	12/2/2021	17214	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - MOBILEHOME PARKS	6,350.00	
R	OLIVAREZ MADRUGA	09855	1202202126	12/2/2021	17211	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - OPERABLE UNIT	1,837.50	
R	OLIVAREZ MADRUGA	09855	1202202127	12/2/2021	17204	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - PERB ADMINISTRATIVE PROCEEDINGS	585.00	
R	OLIVAREZ MADRUGA	09855	1202202128	12/2/2021	17213	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - PUBLIC RECORDS REQUEST	14,182.50	
R	OLIVAREZ MADRUGA	09855	1202202129	12/2/2021	17196	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - RIDDLE FREEWAY SIGN	14,786.65	
R	OLIVAREZ MADRUGA	09855	1202202130	12/2/2021	17195	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - WIRELESS - APPLICATION REVIEW/ADVICE	760.00	
R	OLIVAREZ MADRUGA	09855	1202202131	12/2/2021	17197	10/31/2021	OCT 2021 - SPECIAL LEGAL SERVICES - WIRELESS - GENERAL REGULATORY ADVICE	260.00	**360,371.97**
R	OVERLAND PACIFIC & CUTLER, LLC	11511	1102699	12/2/2021	2110057	10/31/2021	OCT 2021 PERMANENT RELOCATION - ECON DEV DIV.	1,627.50	**1,627.50**
R	PACIFIC PORTABLE SERVICES, LLC	13465	1102447	11/10/2021	21-0927-202	9/27/2021	RESTROOM RENTALS, HAND WASH STNS RENTALS, HAND SANITIZER STAND RENTAL	2,506.57	
R	PACIFIC PORTABLE SERVICES, LLC	13465	1102447	11/10/2021	21-1004-200	10/4/2021	RESTROOM RENTALS, HAND WASH STNS RENTALS, HAND SANITIZER STAND RENTAL	2,506.57	
R	PACIFIC PORTABLE SERVICES, LLC	13465	1102625	11/24/2021	21-1011-201	10/11/2021	RESTROOM RENTALS, HAND WASH STNS RENTALS, HAND SANITIZER STAND RENTAL	2,506.57	**7,519.71**
R	PARKHOUSE TIRE INC	02957	1102700	12/2/2021	1010833551	11/18/2021	TO PURCHASE TIRES ON AN AS-NEEDED BASIS	1,541.57	**1,541.57**
R	PARS	02987	1102701	12/2/2021	49367	11/9/2021	PARS TRUST ADMIN FEE MO. END 09/30/21	9,440.78	**9,440.78**
R	PIPE PROS PLUMBING INC.	12207	1102449	11/10/2021	2367	9/23/2021	DEMO CONCRETE AROUND ROOF DRAIN, EXTEND CASTIRON PIPE FOR FUTURE CLEA	1,761.00	
R	PIPE PROS PLUMBING INC.	12207	1102449	11/10/2021	2514	9/20/2021	REPAIRED DRAIN LINE UNDER BLDG ADJ DRINKING FOUNTAIN BUBBLER - PW	650.00	**2,411.00**
R	PITNEY BOWES INC	06997	1102627	11/24/2021	1019393549	11/11/2021	AC#0016906525 (12/01/21 - 05/31/22) STANDARD SLA-EQUIP SVC AGREEMENT	832.98	**832.98**
R	PRECISION FORKLIFT SVC & PARTS	13991	1102540	11/18/2021	5607	10/25/2021	FORKLIFT REPAIR/SVCS PW-121- PW	180.10	**180.10**
R	PRI MANAGEMENT GROUP	12960	1102628	11/24/2021	14855	11/19/2021	RECORDS CONSULTING SERVICES - PD	15,000.00	**15,000.00**
R	PRINT & MAIL CONCEPTS	08036	1102541	11/18/2021	21126	10/12/2021	DAY OF THE DEAD 2021 FLYER & POSTERS - DEMBA	482.21	
R	PRINT & MAIL CONCEPTS	08036	1102541	11/18/2021	21133	10/20/2021	DAY OF THE DEAD 2021 PROGRAM FLYER, SPONSOR SIGN, STREET MAP - DEMBA	71.86	**554.07**
R	PROTELESIS CORPORATION	13328	1102702	12/2/2021	44153	9/29/2021	OUTDOOR PHONE WITH A 14 IN ARMORED CORD ON AN AMPLIFIED REC.- PD	1,473.74	**1,473.74**
R	PUENTE READY MIX, INC.	11252	1102450	11/10/2021	101399	10/21/2021	READY MIX DELIVERED TO PW	1,700.50	
R	PUENTE READY MIX, INC.	11252	1102450	11/10/2021	100360	7/22/2021	READY MIX DELIVERED TO PW	711.70	**2,412.20**
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	245714-1	10/12/2021	PW-14 DIMMER SWITCH REPAIRS - PW	167.86	
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	245989-1	10/20/2021	PW-38 GEAR SHIFTER CABLE AND EXHAUSET GASKET REPAIRS - PW	143.60	
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	245932-1	10/19/2021	PW-125 SUSPENSION REPAIRS	134.64	
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	246022-1	10/21/2021	PW-32 COOLANT LEAK REPAIRS - PW	86.44	
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	245719-1	10/12/2021	PW-125 IGNITION LOCK CYLINDER REPAIRS - PW	44.49	
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	245460-1	10/5/2021	PW-62 OIL FILTER - PW	29.86	
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	245715-1	10/12/2021	PW-34 FRONT AND REAR BRAKE REPAIRS	796.94	
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	245988-1	10/20/2021	PW-8 COOLANT LEAK REPAIRS - PW	626.54	
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	245934-1	10/19/2021	VEH STOCK WIPERS FILTERS, BRAKE CLEANERS - PW	343.33	
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	245716-1	10/12/2021	PW-10 DOOR HINGE PINS -PW	208.33	
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	245268-1	9/29/2021	PWG-1 REPLACED BROKEN FUEL DOOR- PW	180.31	
R	QUALITY AUTO SUPPLY	08931	1102451	11/10/2021	245452-1	10/5/2021	PWG-1 COOLANT RESERVOIR EXPANSION HOSE REPAIRS - PW	169.86	
R	QUALITY AUTO SUPPLY	08931	1102703	12/2/2021	246401-1	11/3/2021	SEVERE DUTY PADS, SVR DUTY SM PRM BUMPER - PW39 - PW	307.18	
R	QUALITY AUTO SUPPLY	08931	1102703	12/2/2021	246153-1	10/26/2021	R PARKING BRK, PRK BRK HARDWARE, OIL SEAL, AXLE GASKET - PWG2 - PW	236.05	
R	QUALITY AUTO SUPPLY	08931	1102703	12/2/2021	246014-1	10/21/2021	TEMP SENSORS, THRMOSTAT, EGR VLV - PW125 VEH.	224.82	
R	QUALITY AUTO SUPPLY	08931	1102703	12/2/2021	246342-1	11/1/2021	OIL FILTERS, AIR DOMESTIC, EMISSION CONT, BRAKE PADS - PW43 -PW	129.83	
R	QUALITY AUTO SUPPLY	08931	1102703	12/2/2021	246231-1	10/28/2021	OIL AND AIR FILTERS, BUMPER FOR PW6 - PW	119.50	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	QUALITY AUTO SUPPLY	08931	1102703	12/2/2021	246168-1	10/26/2021	REAR OUTER BRG, REAR INNER BEARING, REAR INNER BRACE FOR PWG2 - PW	83.12	**4,032.70**
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1102452	11/10/2021	7-30-597086	7/30/2021	REPAIRS TO THE PD GATE OFF JOHNSON ST - PW	2,289.66	
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1102452	11/10/2021	8-2-603328	8/2/2021	REPAIRS TO CYPRESS YARD GATE CHAIN SNAPPED - PW	1,336.00	
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1102452	11/10/2021	7-20-598956	7/20/2021	REPAIRS TO ARDEN GATE EXIT - PW	815.25	
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1102452	11/10/2021	7-9-596082	7/9/2021	REPAIRS TO ARDEN GATE EXIT - PW	672.00	
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1102452	11/10/2021	8-11-597086	8/11/2021	REPAIRS TO PD JOHNSON GATE - PW	482.00	
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1102452	11/10/2021	9-9-615816	9/9/2021	REPAIRS TO PD JOHNSON GATE - PW	482.00	
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1102452	11/10/2021	7-23-597987	7/23/2021	REPAIRS TO VFW GLASS DOOR - PW	316.00	**6,392.91**
R	READYREFRESH BY NESTLE	10242	1102704	12/2/2021	11K0027960095	11/20/2021	10.19.21 -- 11.18.21 WATER SVCS FOR PARKS/REC DIV.	39.86	**39.86**
R	RED WING BUSINESS ADVANTAGE	11690	1102453	11/10/2021	995-1-52880	9/20/2021	WORK BOOTS FOR JOSE GRANADOS - PW MAINT.	202.33	
R	RED WING BUSINESS ADVANTAGE	11690	1102453	11/10/2021	133-1-146901	8/21/2021	WORK BOOTS FOR LOU MENDOZA - PW MAINT.	198.79	
R	RED WING BUSINESS ADVANTAGE	11690	1102542	11/18/2021	995-1-53594	10/4/2021	WORK BOOTS FOR HERNAN MORALES - PW MAINT.	207.17	
R	RED WING BUSINESS ADVANTAGE	11690	1102542	11/18/2021	995-1-52636	9/15/2021	WORK BOOTS FOR KENNY BULLOCK - PW MAINT.	202.01	
R	RED WING BUSINESS ADVANTAGE	11690	1102542	11/18/2021	995-1-51012	8/17/2021	WORK BOOTS FOR RICHARD AVALOS - PW MAINT.	202.01	
R	RED WING BUSINESS ADVANTAGE	11690	1102542	11/18/2021	995-1-52994	9/22/2021	WORK BOOTS FOR JESUS FERNANDEZ - PW MAINT.	197.09	
R	RED WING BUSINESS ADVANTAGE	11690	1102542	11/18/2021	995-1-53685	10/6/2021	WORK BOOTS FOR TOMMY TORREZ - PW MAINT.	192.17	
R	RED WING BUSINESS ADVANTAGE	11690	1102542	11/18/2021	995-1-53300	9/28/2021	WORK BOOTS FOR ROBERT HUMBLE - PW MAINT.	157.67	
R	RED WING BUSINESS ADVANTAGE	11690	1102542	11/18/2021	957-1-73244	9/17/2021	WORK BOOTS FOR JUAN LEAL - PW MAINT.	247.80	
R	RED WING BUSINESS ADVANTAGE	11690	1102542	11/18/2021	995-1-52631	9/15/2021	WORK BOOTS FOR JAIRO GOMEZ - PW MAINT.	237.04	
R	RED WING BUSINESS ADVANTAGE	11690	1102542	11/18/2021	995-1-52917	9/21/2021	WORK BOOTS FOR ROBERT TRIAY - PW MAINT.	226.42	
R	RED WING BUSINESS ADVANTAGE	11690	1102542	11/18/2021	12-1-114454	9/15/2021	WORK BOOTS FOR KENNY BULLOCK - PW MAINT.	35.27	
R	RED WING BUSINESS ADVANTAGE	11690	1102705	12/2/2021	989-1-53415	10/26/2021	WORK BOOTS FOR ANTONIO ROBLES - PW MAINT.	193.49	
R	RED WING BUSINESS ADVANTAGE	11690	1102705	12/2/2021	995-1-55303	11/5/2021	WORK BOOTS FOR SAM RODRIGUEZ - PW MAINT.	172.46	
R	RED WING BUSINESS ADVANTAGE	11690	1102705	12/2/2021	989-1-53859	11/4/2021	WORK BOOTS FOR MICHAEL HUERTA - PW MAINT.	163.70	**2,835.42**
R	REGIONAL TAP SERVICE CENTER	05275	1102454	11/10/2021	6014883	9/30/2021	SEPT 2021 BUS PASS SUBSIDY PROGRAM	84.30	**84.30**
R	RESERVE ACCOUNT	03107	1102706	12/2/2021	22585343 (11.29.21)	11/29/2021	AC#22585343 REFILL POSTAGE - CITY CLERK	4,000.00	**4,000.00**
R	REYNOSO	10112	1102543	11/18/2021	10.19-22.21	11/8/2021	REIMB ADD'L 1 DAY LODGING & PER DIEM: TEMECULA, CA - PD	180.06	**180.06**
R	RICOH USA INC	08128	1102544	11/18/2021	9029110921	11/5/2021	CONTRACT #300-3211733-100 (11/01/21 - 11/30/21) PERIODIC PYMT - HR	232.24	
R	RICOH USA INC	08128	1102545	11/18/2021	9029110920	11/2/2021	CONTRACT #300-3244407-100 (11/01/21 - 11/30/21) CITYWIDE COPIER PERIODIC P'	6,222.43	
R	RICOH USA INC	08128	1102545	11/18/2021	9029111035	11/2/2021	CONTRACT #300-3218489-100 (11/01/21- 11/30/21) PERIODIC PYMT - CITY CLKS	1,771.30	**8,225.97**
R	RINCON CONSULTANTS, INC.	13933	1102455	11/10/2021	33499	9/21/2021	AUG 2021 PROJECT MGMT SVCS - PLANNING DIV.	5,890.26	
R	RINCON CONSULTANTS, INC.	13933	1102455	11/10/2021	32749	8/17/2021	JULY 2021 PROJECT MGMT SVCS - PLANNING DIV.	2,902.00	**8,792.26**
R	RODRIGUEZ	13367	1102629	11/24/2021	RNTL ASSIST - M.J.*	11/16/2021	RENTAL ASSISTANCE FOR MARGARITA JIMENEZ 3136 LA MADERA AVE - ECON DEV	1,950.00	**1,950.00**
R	RRM DESIGN GROUP	09004	1102456	11/10/2021	2083-01-0921	10/20/2021	SEPT 2021 EL MONTE HOUSING ELEMENT UPDATE 2021-2029 - HOUSING DIV.	17,584.75	
R	RRM DESIGN GROUP	09004	1102456	11/10/2021	0518-00-0921	10/15/2021	SEP 2021 EL MONTE ON-CALL ARCHITECTURAL AND LANDSCAPE REVIEW 2021-2024	737.00	
R	RRM DESIGN GROUP	09004	1102707	12/2/2021	2083-01-1021	11/8/2021	OCT 2021 EL MONTE HOUSING ELEMENT UPDATE 2021-2029 - HOUSING DIV.	7,567.00	**25,888.75**
R	RSG, INC. (ROSENOW SPEVACEK	03158	1102546	11/18/2021	I007547	7/31/2021	JUL 2021 - PROJ NAME - FY 21-22 SUCCESSOR AGENCY SVCS	150.00	**150.00**
R	SAM'S CLUB DIRECT	03362	1102457	11/10/2021	6433	11/3/2021	THANKSGIVING TREATS FOR THE ENP - SENIOR CTR.	59.90	
R	SAM'S CLUB DIRECT	03365	1102547	11/18/2021	4161	11/3/2021	SUPPLIES FOR CMO OFFICE	11.66	
R	SAM'S CLUB DIRECT	03362	1102548	11/18/2021	0982	11/9/2021	CHRISTMAS LIGHTS FOR SENIOR CTR.	42.83	
R	SAM'S CLUB DIRECT	03362	1102548	11/18/2021	0983	11/9/2021	WATER FOR SENIOR CTR.	34.26	
R	SAM'S CLUB DIRECT	03365	1102708	12/2/2021	4599	11/23/2021	SUPPLIES FOR CMO AND CITY COUNCIL OFFICE	61.63	
R	SAM'S CLUB DIRECT	03362	1102709	12/2/2021	1019	11/18/2021	HEALTHY SNACKS FOR ENP - SENIOR CTR.	245.60	
R	SAM'S CLUB DIRECT	03362	1102709	12/2/2021	1018	11/18/2021	DOOR PRIZES FOR ELDERLY NUTRITION PROG - SENIOR CTR.	98.93	**554.81**
R	SAN GABRIEL BASIN WATER	03378	1102630	11/24/2021	0004725-IN	10/21/2021	FY 21/22 ASSESSMENT ON PRESCRIPTIVE PUMPING RIGHTS - WATER DEPT	16,705.38	**16,705.38**
R	SC FUELS	10059	1102459	11/10/2021	0462749	10/31/2021	PD FUEL (10/16/21-10/31/21)	14,547.45	
R	SC FUELS	10059	1102459	11/10/2021	0456354	10/15/2021	PUB WKS FUEL (10/01/21-10/15/21)	7,130.64	
R	SC FUELS	10059	1102459	11/10/2021	0456333	10/15/2021	TRANSPORTATION DIV FUEL (10/01/21- 10/15/21)	334.04	
R	SC FUELS	10059	1102460	11/10/2021	0463068	10/31/2021	NEIGHBORHOOD SVCS FUEL (10/15/21 - 10/31/21)	142.23	
R	SC FUELS	10059	1102550	11/18/2021	0469894	11/15/2021	PD FUEL (11/01/21-11/15/21)	13,526.25	
R	SC FUELS	10059	1102550	11/18/2021	0449374	9/30/2021	PD FUEL (09/16/21-09/30/21)	12,536.40	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	SC FUELS	10059	1102631	11/24/2021	0463067	10/31/2021	PUB WKS FUEL (10/16/21-10/31/21)	6,422.83	
R	SC FUELS	10059	1102711	12/2/2021	0469913	11/15/2021	COMM SVCS FUEL (11/01/21 - 101/15/21)	30.49	
R	SC FUELS	10059	1102711	12/2/2021	0469940	11/15/2021	NEIGHBORHOOD SVCS FUEL (11/01/21 - 11/15/21)	43.57	**54,713.90**
R	SCANTRON CORPORATION	03424	1102551	11/18/2021	14933342	8/5/2021	INSIGHT 20 PLUS SCANNER - HR/RM	423.00	**423.00**
R	SCOTTY'S BRAKE & MUFFLER	03433	1102461	11/10/2021	006843	10/18/2021	SMOG CHECK FOR ECON DEV VEH. ED-5	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1102461	11/10/2021	006834	10/18/2021	SMOG CHECK FOR ECON DEV VEH. ED-7	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1102552	11/18/2021	006900	10/19/2021	SMOG CHECK FOR PW VEH PW#125	30.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1102632	11/24/2021	008761	10/4/2021	PW10 VEH. - SMOG CHECK	30.00	**120.00**
R	SHRED-IT	12563	1102712	12/2/2021	8000284566	10/25/2021	09/23/21 ON-SITE SHREDDING SERVICES FOR TREASURY DIV.	57.25	**57.25**
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1102462	11/10/2021	112885022-001	9/13/2021	HUNTER BATTERY CONTROLLER FOR PW	1,597.42	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1102462	11/10/2021	113566523-001	11/4/2021	IRRIGATION AND LANDSCAPE SUPPLIES FOR PW	1,507.08	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1102462	11/10/2021	113108066-001	9/21/2021	HUNTER GLOBE VALVE, PRE EMERGENT LIQ HERBICIDE - PW	185.83	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1102713	12/2/2021	114215680-001	11/2/2021	SEED BLEND, KELLOGG TOPPER FOR PW	5,123.50	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1102713	12/2/2021	114215640-001	10/28/2021	IRRIGATION SUPPLIES FOR PW	4,567.08	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1102713	12/2/2021	113761675-001	10/12/2021	HUNTER CONTROLLER PRO C FIXED OUTDOOR STN, MARKING FLAGS - PW	171.84	**13,152.75**
R	SMART & FINAL	03484	1102463	11/10/2021	831933	7/26/2021	SUPPLIES FOR PARKS/REC DIV.	235.66	
R	SMART & FINAL	03484	1102463	11/10/2021	701433	10/18/2021	SUPPLIES FOR PARKS/REC DIV.	47.85	
R	SMART & FINAL	03484	1102463	11/10/2021	908255	10/18/2021	NAPKINS FOR PARKS/REC DIV.	16.43	
R	SMART & FINAL	03484	1102554	11/18/2021	524188	10/27/2021	SUPPLIES FOR PARKS/REC DIV.	237.24	
R	SMART & FINAL	11740	1102634	11/24/2021	669622	11/16/2021	SUPPLIES FOR CMO OFFICE	5.76	
R	SMART & FINAL	03487	1102714	12/2/2021	414300	11/18/2021	REUSABLE BAGS FOR SENIOR CTR.	175.96	
R	SMART & FINAL	03487	1102714	12/2/2021	922366	11/22/2021	GLAD CLING WRAP FOR SENIOR CTR.	10.97	**729.87**
R	SMART & FINAL IRIS CO	10584	1102553	11/18/2021	563988	10/26/2021	CANDY FOR THE HALLOWEEN TRUCK OR TREAT - PW UTIL.	121.91	**121.91**
R	SO CAL SANITATION LLC	03503	1102555	11/18/2021	524325	9/24/2021	09/17/21 - 09/20/21 DELUXE RESTROOM & WC ACCESS RENTAL - DEMBA	450.00	**450.00**
R	SOCAL GAS	13646	1102556	11/18/2021	114 718 6428 7	11/8/2021	AC#114 718 6428 7 KARLA AGUILAR UTILITY ASSISTANCE PRG - ECON DEV	516.00	
R	SOCAL GAS	13646	1102557	11/18/2021	137 918 9608 0	11/4/2021	AC#137 918 9608 0 BEATRIZ VARGAS UTILITY ASSISTANCE PRG - ECON DEV	282.00	
R	SOCAL GAS	13646	1102557	11/18/2021	125 319 4085 1	11/4/2021	AC#125 319 4085 1 MARIA RIVERA UTILITY ASSISTANCE PRG - ECON DEV	276.00	
R	SOCAL GAS	13646	1102557	11/18/2021	121 119 2107 3	11/4/2021	AC#121 119 2107 3 ERNESTINA GUTIERREZ UTILITY ASSISTANCE PRG - ECON DEV	170.00	
R	SOCAL GAS	13646	1102715	12/2/2021	043 318 4601 6	11/23/2021	AC#043 318 4601 6 KATHY GONZALEZ UTILITY ASSISTANCE PRG - ECON DEV	498.00	**1,742.00**
R	SOUTHERN CALIFORNIA EDISON	06728	1102560	11/18/2021	700204226773	11/8/2021	AC #700204226773 AGUILAR, KARLA UTILITY ASSISTANCE PRG - ECON DEV	414.00	
R	SOUTHERN CALIFORNIA EDISON	06728	1102562	11/18/2021	700351143175	11/4/2021	AC #700351143175 VARGAS, BEATRIZ UTILITY ASSISTANCE PRG - ECON DEV	900.00	
R	SOUTHERN CALIFORNIA EDISON	06728	1102562	11/18/2021	700522105170	11/4/2021	AC #700522105170 GUTIERREZ, ERNESTINA UTILITY ASSISTANCE PRG - ECON DEV	855.00	
R	SOUTHERN CALIFORNIA EDISON	06728	1102562	11/18/2021	700532133253	11/4/2021	AC #700532133253 RIVERA, MARIA UTILITY ASSISTANCE PRG - ECON DEV	126.00	
R	SOUTHERN CALIFORNIA EDISON	06728	1102717	12/2/2021	700429644669	11/23/2021	AC #700429644669 GONZALEZ, KATHY UTILITY ASSISTANCE PRG - ECON DEV	702.00	**2,997.00**
R	SOUTHERN CALIFORNIA GAS/SUNDRY	03528	1102467	11/10/2021	52006685	10/8/2021	OCT 2021 MONTHLY CNG STN MAINT. FEE FOR TRANSP. DIV.	575.00	**575.00**
R	SPECTRUM	13647	1102564	11/18/2021	8448 30 018 1184968	11/8/2021	AC#8448 30 018 1184968 KARLA ROJAS UTILTY ASSISTANCE PRG - ECON DEV	270.00	
R	SPECTRUM	13647	1102565	11/18/2021	8448 30 018 1036325	11/4/2021	AC#8448 30 018 1036325 MARIA RIVERA UTILTY ASSISTANCE PRG - ECON DEV	480.00	
R	SPECTRUM	13647	1102565	11/18/2021	8448 30 018 1246387	11/4/2021	AC#8448 30 018 1246387 ERNESTINA GUTIERREZ UTILTY ASSISTANCE PRG - ECON D	175.00	**925.00**
R	SSD SYSTEMS	08999	1102468	11/10/2021	S-01056110	9/30/2021	REPLACED LOW BATTERY ON PANEL - PW	54.55	**54.55**
R	STAMP OUT, INC.	03562	1102721	12/2/2021	315888	11/18/2021	2660 DATER W COLOR INK PADS FOR FINC. DIV.	204.79	**204.79**
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390936	10/30/2021	BLK TONER, LEX TONERS, DURAMARK CHISEL, TWLS, PINE SOLE, LINERS - PD	1,491.24	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391058	10/30/2021	TONER, POST ITS, LABELER, 12MM TAPE, BINDER CLIP, PAGE FLAGS, CLIPBOARDS, 9'	1,215.12	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390847	10/30/2021	CUTLESS FILEFLDR LTR, HP TONER, AAA BATTERIES, FILEFLDRS, FINE LINEN IVORY, W	575.92	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390887	10/30/2021	COPY PPR, STAPLER, STPL REMOVER, EXP POCKETS, SCISSORS - CITY CLK	496.10	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390943	10/30/2021	MESH DRFT BLK - PD	394.89	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390989	10/30/2021	CREDIT ON ACCT FOR RETURNED ITEM - TRANSP DIV.	(78.19)	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390972	10/30/2021	CREDIT ON ACCT FOR RETURNED ITEMS - TRANSP DIV.	(120.98)	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391017	10/30/2021	CREDIT ON ACCT FOR RETURNED ITEM - PW UTIL.	(329.99)	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391024	10/30/2021	CREDIT ON ACCT FOR RETURNED ITEM - PW UTIL.	(329.99)	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390991	10/30/2021	LTR BROCHURE HOLDER - TRANSP DIV.	19.38	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391073	10/30/2021	JACKET POLY EXP LTR ASST FOR PW	19.32	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390885	10/30/2021	SML DESK ORGANIZER - ECON DEV.	17.59	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391056	10/30/2021	INSPIRE BOX CALENDAR - PARKS/REC DIV.	17.59	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391057	10/30/2021	6FT UNIV USB REVERSIBLE - PARKS/REC DIV.	7.47	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391005	10/30/2021	MASKING TAPE FOR PW UTIL.	5.64	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390891	10/30/2021	PPR LTR 250PK FOR CMO	35.13	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391001	10/30/2021	AUTO ELEC PENCIL SHRPNR - TRANSP DIV.	34.10	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390903	10/30/2021	CERTIF COVER NAVY FOR CMO	28.45	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390934	10/30/2021	8M HIGH SPEED HDMI 1.4 PR- FINC.	26.06	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391070	10/30/2021	CLIPBOARD CLEAR - PW	22.48	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390999	10/30/2021	LAMINATING POUCH - TRANSP DIV.	19.79	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391008	10/30/2021	FOLDERS HANGING NAVY LGL - PW UTIL.	51.74	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390970	10/30/2021	WALLET POLY EXP LGL -TRANSP DIV.	42.50	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390869	10/30/2021	COPY PPR FOR ECON DEV DIV.	41.49	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390879	10/30/2021	INDX CRDS, SHARPIES, STOR BOX, FOR PLANNING DIV.	40.65	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391054	10/30/2021	COLOR BLOCK LUXE PLANNER - PARKS/REC.	38.49	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390987	10/30/2021	F/FLDRS ST LTR FOR TRNSP DIV.	37.65	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390854	10/30/2021	2X36 DRED 6PK NYL TAPE - ECON DEV.	87.00	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390955	10/30/2021	STAND CLIP BLK FOR PD	79.46	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390873	10/30/2021	GREEN COVER STOCK FOR ECON DEV.	78.32	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391051	10/30/2021	P TOUCH TAPE, COMMAND UTIL HOOK - PW UTIL.	78.21	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390949	10/30/2021	SOFTSOAP, READY INDEX, LEGAL FOR PD	73.96	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391028	10/30/2021	SIGN FLAGS, TAPE, STOR BOX - PW UTIL.	63.25	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391069	10/30/2021	ALUM FORM HOLDER - PW	138.56	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390856	10/30/2021	CLIP, BINDER, FLDRS- ECON DEV.	135.70	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391010	10/30/2021	8.5X11 COPY PPR, STAPLE REMVR, BINDER CLPS, COPPERTOP AA BATT, C DURACELL	119.82	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391045	10/30/2021	GRN HANGING LGL, INT FLR LGL, AVY INK FILE FOLDR - PW UTIL.	116.36	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390927	10/30/2021	SHARPIE GEL PENS, EXP LTR WALLET- FINC.	100.99	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390908	10/30/2021	FLDR DBL TOP, AAA BATTERIES - CITY CLK	90.70	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390993	10/30/2021	SIGN TABBEE, METAL SIGN,WLRT CLOCK, PWRSTRIP, LTR 5MIL POUCH - TRANSP DIV	177.30	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391075	10/30/2021	HP TONER, LEXAR TT2 2.0 3 PK, COPY PPR, POST ITS - ENG DIV.	158.22	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390945	10/30/2021	WASTE LINERS FOR PD	150.94	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391039	10/30/2021	BATTERY SEC 4PK, ANTI GLARE FILTERS, GEL PENS, PILOT PENS - PW UTIL.	150.15	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491391026	10/30/2021	HP BLK INK - PW UTIL.	141.34	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390946	10/30/2021	WASTE LINERS FOR PD	139.59	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390958	10/30/2021	SHARPIES, DISP LEN CLEANER, COMMAND QTZ CLIP, IBM WTRT, BATTERIES, FOLDEF	346.34	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390914	10/30/2021	TONER, ONE TOUCH PLUS, 8.5X11 PPR - FINC.	310.72	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390857	10/30/2021	8.5X11 COPY PPR, REC LND YLW SHTS, PUPPIES DESKPAD, INKJOY GEL PEN- ECON DI	286.29	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390974	10/30/2021	ENV GUM, FLDR, DIVIDERS, FASNRS - TRNSP DIV.	279.69	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390956	10/30/2021	ORGNZR VERT FOR PD	237.56	
R	STAPLES BUSINESS ADVANTAGE	04277	1102471	11/10/2021	3491390894	10/30/2021	CERTIF COVER NAVY FOR CMO	237.05	**7,597.16**
R	STERICYCLE INC	03596	1102566	11/18/2021	8000284564	10/25/2021	STERISAFE SELECT MONTHLY FEE - HR	171.75	**171.75**
R	T-MOBILE	03624	1102475	11/10/2021	9.21-10.20.21	10/21/2021	ACCT#951296420 (09/21/21 - 10/20/21) NEIGHBORHOOD SRVCS	242.80	**242.80**
R	TED JOHNSON PROPANE	10543	1102637	11/24/2021	262827	11/1/2021	EQUIPMENT RENTAL FUEL TANK FOR PW	20.00	**20.00**
R	TELECOM LAW FIRM, P.C.	11632	1102722	12/2/2021	11107	11/18/2021	WSC 03-21 (SYNERGY-AT&T) 11429 BRYANT RD (ELMN2-003)- PLANNING DIV.	2,420.00	**2,420.00**
R	TELLO	03649	1102723	12/2/2021	SEPT 2021	11/17/2021	P.O.S.T. SETTLEMENT FOR SEPT 2021	59.60	**59.60**
R	THE TRUST FOR PUBLIC LAND	12539	1102724	12/2/2021	4785	8/24/2021	05/01/21-07/31/21 ZAMORA PARK REVITALIZATION PROJECT - P&R	15,125.00	**15,125.00**
R	THE WORKSHOP	03914	1102472	11/10/2021	68900	10/25/2021	BUSINESS CARDS FOR ALMA D. PUENTE GOLD FOIL - CMO	132.00	
R	THE WORKSHOP	03914	1102473	11/10/2021	68830	10/6/2021	#10 REG ENVELOPES - ECON DEV DIV.	308.00	
R	THE WORKSHOP	03914	1102567	11/18/2021	68863	10/15/2021	BUSINESS CARDS FOR ADRIAN PEREZ - PLANNING DIV.	38.50	
R	THE WORKSHOP	03914	1102725	12/2/2021	68943	11/4/2021	CORR NOTICE 2 PART NCR FORMS FOR BUILDING DIV.	485.10	
R	THE WORKSHOP	03914	1102725	12/2/2021	68942	11/4/2021	BUSINESS CARDS FOR JESS MCCLOSKEY, JAVIER GALINDO, SHEILA CRIPPEN - CED	115.50	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	THE WORKSHOP	03914	1102726	12/2/2021	69002	11/19/2021	#10 WINDOW ENVELOPES FOR TREASURY DIV.	2,574.00	**3,653.10**
R	THOMAS	06701	1102727	12/2/2021	DEC 2021	12/2/2021	DEC 2021 SPOUSAL RETIREE MEDICARE REIMBURSEMENT	475.20	**475.20**
R	THOMSON REUTERS - WEST PAYMENT	12844	1102728	12/2/2021	845253168	11/1/2021	OCT 2021 ONLINE/SOFTWARE SUBSCRIPTION CHRG - PD	766.07	**766.07**
R	TIME WARNER CABLE	03671	1102474	11/10/2021	0016703101621	10/16/2021	ACCT#8448 20 899 0016703 CITYWIDE CABLE TV & INTERNET SRVC	2,034.18	
R	TIME WARNER CABLE	03671	1102568	11/18/2021	1135689102021	10/20/2021	ACCT#8448 30 018 1135689 (10/20/21 - 11/19/21 TROLLEY STATION INTERNET & PI	175.57	
R	TIME WARNER CABLE	13054	1102729	12/2/2021	103883501-11/21	11/1/2021	INV #103883501110121 NOV 2021 DATA SRVC FOR ICI RADIO CONNECTION - PD	754.56	
R	TIME WARNER CABLE	03671	1102730	12/2/2021	0016703111621	11/16/2021	ACCT#8448 20 899 0016703 CITYWIDE CABLE TV & INTERNET SRVC	2,034.18	**4,998.49**
R	TOM'S CLOTHING & UNIFORMS INC	03682	1102731	12/2/2021	20924	11/3/2021	7002 NE MEN'S 38X28 FOR CODE ENF - DESMOND QUON	61.74	**61.74**
R	TOWNSEND PUBLIC AFFAIRS INC	09921	1102638	11/24/2021	17676	11/1/2021	NOV 2021 - CONSULTING SERVICES FOR CMO	8,500.00	**8,500.00**
R	TREASURER AND TAX COLLECTOR /	13392	1102570	11/18/2021	C0010075	11/1/2021	DEC 2021 FIRE PROTECTION SERVICE	1,343,782.37	**1,343,782.37**
R	TURF STAR INC	03719	1102572	11/18/2021	3310797-00	11/9/2021	REPAIRS TO MOWER FOR PW	1,726.86	**1,726.86**
R	TYLER BUSINESS FORMS	10410	1102732	12/2/2021	Invoice-65420	11/23/2021	SELF SEAL DBL WINDOW ENVELOPES, BLANK 4UP BOX W-2, 1099 MISC. - FINC.	643.41	**643.41**
R	TYLER TECHNOLOGIES	03723	1102573	11/18/2021	045-347438	7/1/2021	SAAS ANNUAL FEES TERM 07/01/21-06/30/2022	85,640.00	**85,640.00**
R	U.S. BANK	14011	1102733	12/2/2021	6204652	7/23/2021	EL MONTE PUB. FINC. AUTH. LEASE REV. BONDS, 2020 SERIES LEASE REV FUND-FINC	1,200.00	
R	U.S. BANK	14011	1102733	12/2/2021	6204957	7/23/2021	CITY OF EL MONTE TAXABLE PENSION OBLIGATION BONDS SERIES 2020 - FINC. DIV.	1,200.00	**2,400.00**
R	U.S. BANK INSTITUTIONAL TRUST	08004	1102734	12/2/2021	AE-EXS00B 01.01.22	11/22/2021	PUB. AGY RET. SVCS EXCESS BEN PLAN 01/01/2022	5,660.00	**5,660.00**
R	U.S. POSTMASTER	06399	1102476	11/10/2021	11.09.21	11/9/2021	POSTAGE FEE FOR "STATE OF CITY" SAVE THE DATE POSTCARDS - CITY CLKS	5,000.00	**5,000.00**
R	ULINE	03729	1102639	11/24/2021	140221763	10/20/2021	ULINE FIRST AID KIT FOR PW	956.73	**956.73**
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1717487	10/5/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	27.41	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1717501	10/5/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	27.41	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1719961	10/12/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	27.41	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1719948	10/12/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	27.41	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1722430	10/19/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	27.41	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1722444	10/19/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	27.41	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1722442	10/19/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	38.04	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1724906	10/26/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	33.34	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1717500	10/5/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	33.34	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1719960	10/12/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	33.34	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1722443	10/19/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	33.34	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1724894	10/26/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	27.41	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1724908	10/26/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	74.50	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1717502	10/5/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	74.50	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1719962	10/12/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	74.50	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1722445	10/19/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	74.50	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1717499	10/5/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	38.04	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1719959	10/12/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	38.04	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1719947	10/12/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	274.42	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1724893	10/26/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	227.62	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1717486	10/5/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	227.62	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1722429	10/19/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	227.62	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1724905	10/26/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	130.74	
R	UNIFIRST CORP.	13523	1102477	11/10/2021	325 1724907	10/26/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	82.98	
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1729864	11/9/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	34.17	
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1729863	11/9/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	33.34	
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1727391	11/2/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	33.34	
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1727392	11/2/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	30.33	
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1729851	11/9/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	27.41	
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1727378	11/2/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	27.41	
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1729850	11/9/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	227.62	
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1727377	11/2/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	227.62	
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1729865	11/9/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	74.50	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1727393	11/2/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	74.50	
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1727390	11/2/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	45.47	
R	UNIFIRST CORP.	13523	1102640	11/24/2021	325 1729862	11/9/2021	UNIFORM AND LAUNDERING SERVICES FOR PWMD	38.04	**2,782.10**
R	UNITED STATES POSTAL SERVICE	03743	1102574	11/18/2021	38	10/20/2021	PERMIT #:38 PERMIT TYPE: MT - FIRST-CLASS PRESORT* RENEWAL	265.00	**265.00**
R	URIAS	05206	1102642	11/24/2021	11.05.21	11/5/2021	REIMB MILEAGE & MEALS FOR TRNG - CORONA CA	51.57	**51.57**
R	US BANK	13990	1109202115	11/8/2021	1855591	10/21/2021	EL MONTE PUB. FINC. AUTH. LEASE REVENUE BONDS SERIES A (PARS)	371,336.39	**371,336.39**
R	V & V MANUFACTURING INC	03774	1102575	11/18/2021	53845	10/11/2021	EL MONTE SWAT PINS - PD	1,100.00	
R	V & V MANUFACTURING INC	03774	1102575	11/18/2021	53970	10/27/2021	BADGE REPAIRS - PINS CHANGED TO #559,551,586,484,519 - PD	885.45	**1,985.45**
R	VALLEY VISTA SERVICES INC	03784	1102479	11/10/2021	0004601506	11/1/2021	NOV 2021 - 3 YD FRONT LOAD SVCS WKLY - SCOUT SVCS M MOTEL	328.92	
R	VALLEY VISTA SERVICES INC	13648	1102735	12/2/2021	043923	11/23/2021	AC#043923 LISA VILLA UTILITY ASSISTANCE PRG - ECON DEV	696.00	**1,024.92**
R	VASQUEZ & COMPANY, LLP	06575	1102576	11/18/2021	2211029-IN	11/9/2021	PROF. SVCS - AUDIT OF FINC. STATEMENTS FOR FY ENDED 06/30/21 - THIRD PROG.	24,000.00	**24,000.00**
R	VERIZON WIRELESS	07329	1102480	11/10/2021	9890731456	10/15/2021	AC#772108629-00001 (09/16/21 - 10/15/21	2,508.14	
R	VERIZON WIRELESS	13210	1102577	11/18/2021	9889693696	10/1/2021	ACCT#842337655-00001 09.02-10.01.21 - PW	200.14	
R	VERIZON WIRELESS	07329	1102736	12/2/2021	9892940596	11/15/2021	AC#772108629-00001 (10/16/21 - 11/15/21	2,232.98	**4,941.26**
R	VISTA PAINT CORPORATION	13475	1102643	11/24/2021	2021-274702-00	11/4/2021	PAINT FOR PW GRAFFITI ABATEMENT	1,781.25	**1,781.25**
R	VOLUNTEERS OF AMERICA OF	08233	1102578	11/18/2021	9 AUG 2021	10/20/2021	AUG 2021 ESG HOMELESSNESS PREVENTION PROG (COVID) - HOUSING	8,845.42	
R	VOLUNTEERS OF AMERICA OF	08233	1102578	11/18/2021	2 AUG 2021	10/20/2021	AUG 2021 ESG STREET OUTREACH PROG - HOUSING	3,198.01	
R	VOLUNTEERS OF AMERICA OF	08233	1102578	11/18/2021	JUL 2021	9/10/2021	JUL 2021 ESG STREET OUTREACH (REGULAR) - HOUSING	3,187.87	
R	VOLUNTEERS OF AMERICA OF	08233	1102578	11/18/2021	1 JULY 2021	9/10/2021	JULY 2021 ESG RAPID RE-HOUSING PRG - HOUSING	1,319.01	
R	VOLUNTEERS OF AMERICA OF	08233	1102578	11/18/2021	2 AUG 2021	10/20/2021	AUG 2021 ESG RAPID RE-HOUSING PRG - HOUSING	643.99	**17,194.30**
R	WALMART (6032202020133477	03831	1102481	11/10/2021	101307789340509	11/3/2021	SERVING BASKETS FOR SPECIAL EVENTS SENIOR CTR.	144.12	
R	WALMART (6032202020133477	03831	1102481	11/10/2021	101308559012689	11/4/2021	STORAGE BINS FOR SENIOR CTR.	49.18	
R	WALMART (6032202020133477	03831	1102481	11/10/2021	131308626507382	11/4/2021	SERVING BASKETS FOR SPECIAL EVENTS - SENIOR CTR.	47.98	
R	WALMART (6032202020133477	03831	1102481	11/10/2021	327381	11/4/2021	CREDIT ON ACCT FOR RETURNED SERVING BASKETS - SENIOR CTR.	(43.73)	
R	WALMART (6032202020133477	03831	1102579	11/18/2021	811312813166781	11/8/2021	CANDY BAGS FOR THANKSGIVING SPECIAL LUNCHEON - SENIOR CTR.	7.54	
R	WALMART (6032202020133477	03831	1102737	12/2/2021	081322816726685	11/18/2021	TOASTER FOR ELDERLY NUTRITION PROG	43.71	**248.80**
R	WAXIE SANITARY SUPPLY	03846	1102482	11/10/2021	80393946	10/21/2021	CLEANING SUPPLIES FOR TROLLEY STN - TRANSP DIV.	1,225.22	
R	WAXIE SANITARY SUPPLY	03846	1102580	11/18/2021	80303540	9/17/2021	SOAP DISPENSER FOR PW	523.34	**1,748.56**
R	WESTERN EXTERMINATOR COMPANY	05952	1102483	11/10/2021	22016C	10/4/2021	PEST CONTROL SVCS FOR PW	1,393.20	**1,393.20**
R	WHECO CORPORATION	13016	1102738	12/2/2021	3369	8/27/2021	THROTTLE LOCK. FAST IDLE FOR BOOM TRUCK - PW	1,993.93	**1,993.93**
R	WILKIES FLORIST	04960	1102581	11/18/2021	14654	11/20/2021	FLORAL ARRANGEMENT - CMO	319.00	**319.00**
R	WILLDAN ENGINEERING	03897	1102644	11/24/2021	621916	10/4/2021	SRVC THRU 08.27.21 RAMONA BLVD MEDIANS & PECK RD AT RAMONA BLVD MEDIA	5,600.00	
R	WILLDAN ENGINEERING	03897	1102739	12/2/2021	621885	10/29/2021	SRVC THRU10.01.21 PROJ. CITY OF EL MONTE PAVEMENT MGMT PROG INTERCVE M	1,971.50	**7,571.50**
R	WINNER INTERNATIONAL INC	03906	1102582	11/18/2021	188485	11/10/2021	DECORATION SUPPLIES FOR PARKS/REC.	119.07	**119.07**
R	ZADOK	12675	1102740	12/2/2021	7.21.21 - 08.12.21	10/25/2021	REIMB PETTY CASH 07/21/21 - 0812/21 - TRANS.	138.32	**138.32**
R	ZUNIGA	12932	1102585	11/18/2021	7.1-10.27.21	11/15/2021	REIMBURSE PETTY CASH 07/01/21 - 10/27/21	63.91	**63.91**
R	**Regular Vendor Total**								**5,201,330.32**
T	DETROIT AUTO PARTS	01847	1102667	12/2/2021	S1-78110	11/19/2021	SILICONE SPRAY LUBRICANT, OIL FILTERS FOR PD VEH.	88.48	**88.48**
T	GRAINGER	02183	1102518	11/18/2021	9062239190	9/22/2021	AIR FILTERS FOR PW	833.00	
T	GRAINGER	02183	1102518	11/18/2021	9103605250	10/29/2021	HARD HAT, EAR MUFFS FOR PW UTIL DIV.	576.62	
T	GRAINGER	02183	1102518	11/18/2021	9077497908	10/6/2021	SPLIT JAW CLAMP METER FOR PW UTIL DIV.	558.40	
T	GRAINGER	02183	1102518	11/18/2021	9091416751	10/19/2021	IMPACT WRENCH CORDLESS - PW UTIL DIV.	345.90	
T	GRAINGER	02183	1102518	11/18/2021	9092344432	10/20/2021	IMPACT WRENCH CORDLESS - PW UTIL DIV.	345.90	
T	GRAINGER	02183	1102518	11/18/2021	9079665171	10/8/2021	FLOOR BOX COVER FOR PW	331.11	
T	GRAINGER	02183	1102518	11/18/2021	9106782148	11/2/2021	RAIN JACKET FOR PW UTIL DIV.	114.29	
T	GRAINGER	02183	1102518	11/18/2021	9791612220	2/1/2021	CREDIT ON ACCT FOR RETURNED ITEMS - PW UITL. DIV.	(287.42)	
T	GRAINGER	02183	1102518	11/18/2021	9933629058	6/15/2021	CREDIT ON ACCT FOR RETURNED ITEMS - PW UITL. DIV.	(691.78)	
T	GRAINGER	02183	1102518	11/18/2021	9110113298	11/4/2021	POSITIONING LANYARD WHT FOR PW UTIL DIV.	197.67	
T	GRAINGER	02183	1102518	11/18/2021	9063023809	9/22/2021	AIR FILTERS FOR PW	183.00	
T	GRAINGER	02183	1102518	11/18/2021	9090410953	10/18/2021	RUBBER BOOTS FOR PW UTIL. DIV.	172.63	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	GRAINGER	02183	1102518	11/18/2021	9106274955	11/2/2021	RUBBER BOOTS FOR PW UTIL DIV.	172.63	
T	GRAINGER	02183	1102518	11/18/2021	9079665163	10/8/2021	FLOOR BOX COVER FOR PW	127.35	
T	GRAINGER	02183	1102518	11/18/2021	9090836918	11/19/2021	RAIN JACKET FOR PW UTIL DIV.	114.29	**3,093.59**
T	HOME DEPOT	06479	1102522	11/18/2021	7302483	10/12/2021	FLOWERS FOR PW	672.60	
T	HOME DEPOT	06479	1102522	11/18/2021	9533292	9/20/2021	SINK VANITY - PW	547.38	
T	HOME DEPOT	06479	1102522	11/18/2021	2915635	9/17/2021	LASER MEASURER, STEP DRILL BIT SET - PW	477.39	
T	HOME DEPOT	06479	1102522	11/18/2021	3904577	11/5/2021	RNTL CHARGE CREDIT ON ACCOUNT - PW	(33.75)	
T	HOME DEPOT	06479	1102522	11/18/2021	6021878	10/13/2021	HARDWARE FOR GRAPHIC TABLE - PW	86.59	
T	HOME DEPOT	06479	1102522	11/18/2021	2032593	10/7/2021	SPRING LINK - PW	79.86	
T	HOME DEPOT	06479	1102522	11/18/2021	5032882	10/14/2021	2 CU FT MEDIUM BARK - PW	76.16	
T	HOME DEPOT	06479	1102522	11/18/2021	5826187	9/14/2021	65 FT LASER DISTANCE METER FOR PW	60.47	
T	HOME DEPOT	06479	1102522	11/18/2021	4474524	11/4/2021	BIBWIVEB BFFR PAD TRC - PW	43.84	
T	HOME DEPOT	06479	1102522	11/18/2021	6111834	11/2/2021	QUICKRETE CONCRETE MIX FOR PW	40.41	
T	HOME DEPOT	06479	1102522	11/18/2021	5611092	11/3/2021	WD-40, CUTOFF DISC, RUST REMOVER, EZ REACH PENETRANT - PW	216.33	
T	HOME DEPOT	06479	1102522	11/18/2021	1044307	9/28/2021	HARDWARE TOOLS, PAINT, REMODEL SUPPLIES - PW	183.65	
T	HOME DEPOT	06479	1102522	11/18/2021	3534715	11/5/2021	PACKING BOXES FOR PW	140.18	
T	HOME DEPOT	06479	1102522	11/18/2021	4904494	11/4/2021	E-DEP FLOOR SCRUBBER RENTAL - PW	100.00	
T	HOME DEPOT	06479	1102522	11/18/2021	3110838	10/26/2021	UTILITY HEATER - PW	98.90	
T	HOME DEPOT	06479	1102522	11/18/2021	3719284	9/16/2021	1/2X3/4X8 PFJ POP WM126 SHOE - PW	98.21	
T	HOME DEPOT	06479	1102522	11/18/2021	9533594	10/30/2021	PACKING PPR, BUBBLE CUSHION, RODENT REPELLENT, GLUE TRAPS, SHARPIE, SCOT(	403.59	
T	HOME DEPOT	06479	1102522	11/18/2021	7114281	10/12/2021	TRASH LINERS FOR PW	345.97	
T	HOME DEPOT	06479	1102522	11/18/2021	9785466	9/20/2021	BASEBOARD - PW	344.32	
T	HOME DEPOT	06479	1102522	11/18/2021	3904668	9/16/2021	NAIL GUN BATTERY - PW	306.90	
T	HOME DEPOT	06479	1102522	11/18/2021	40779	10/19/2021	STUCCO PATCH, ROS DISC, BLADE KIT, COMP PAIL, JOINT KNIFE, MUD PAN - PW	295.14	
T	HOME DEPOT	06479	1102522	11/18/2021	3270375	10/26/2021	STORAGE BOXES FOR PW	254.72	
T	HOME DEPOT	06479	1102614	11/24/2021	512208	11/8/2021	WHITEWOOD STUDS, SHOCKWAVE, GORILLA ADHESIVE, ANGELS, WOOD SCRW, HE)	65.83	
T	HOME DEPOT	06479	1102614	11/24/2021	901965	11/8/2021	TORO DINGO RNTL CHARGE EQUIPMENT FOR PW	14.51	
T	HOME DEPOT	06479	1102614	11/24/2021	5112035	11/3/2021	BRASS KEY FOR TRANSP DIV.	3.28	
T	HOME DEPOT	06479	1102614	11/24/2021	374713	11/8/2021	FUEL MULTI TOOL, HINGE - PW	725.60	
T	HOME DEPOT	06479	1102614	11/24/2021	9024422	11/9/2021	CEMENT, WHEELBARROW FOR PW	163.80	
T	HOME DEPOT	06479	1102614	11/24/2021	1022271	10/18/2021	ROOF PAPER FOR PW	123.49	
T	HOME DEPOT	06479	1102614	11/24/2021	622346	11/8/2021	AMDRO KILLS ANTS 8PK, 3PC CLOSE QTRS TUBE CUTTER SET MIL FOR PW	77.08	
T	HOME DEPOT	06479	1102682	12/2/2021	971760	11/18/2021	POINSETTIAS FOR PW	1,755.60	
T	HOME DEPOT	06479	1102682	12/2/2021	43175	11/18/2021	PAINT AND HANDLES - PW	354.83	**8,122.88**
T	NAPA AUTO PARTS	02791	1102622	11/24/2021	0523-318060	10/18/2021	BRAKE ROTOR FOR PD VEH.	133.10	
T	NAPA AUTO PARTS	02791	1102622	11/24/2021	320982	11/16/2021	BATTERY FOR PD VEH.	126.39	
T	NAPA AUTO PARTS	02791	1102622	11/24/2021	318866	10/26/2021	BLADES FOR PD VEH.	96.36	
T	NAPA AUTO PARTS	02791	1102622	11/24/2021	0523-312080	8/18/2021	BLUE DEF 2.5 GAL, MOTOR TUNE-UP FOR PD VEH.	91.65	
T	NAPA AUTO PARTS	02791	1102622	11/24/2021	318329	10/20/2021	PAD KIT FOR PD VEH.	83.04	
T	NAPA AUTO PARTS	02791	1102622	11/24/2021	0523-318090	10/18/2021	BRAKE PAD KIT FOR PD VEH.	83.04	
T	NAPA AUTO PARTS	02791	1102622	11/24/2021	0523-316164	9/29/2021	BRAKE PAD FOR PD VEH.	75.99	
T	NAPA AUTO PARTS	02791	1102622	11/24/2021	0523-319090	10/27/2021	WASHER FLUID, MOTOR OIL FOR TRANSP DIV VEH.	58.98	
T	NAPA AUTO PARTS	02791	1102622	11/24/2021	0523-318878	10/26/2021	BOXED MINIATURES FOR PD VEH.	20.79	
T	NAPA AUTO PARTS	02791	1102622	11/24/2021	0523-318128	10/19/2021	CREDIT ON ACCT FOR RETURNED BRAKE PAD KIT FOR PD VEH.	(83.04)	**686.30**
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	850200-11/21	11/1/2021	AC#1-1-008-8502-0-0 (09/29-10/28/21]	1,446.81	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	622700-11/21	11/1/2021	AC#1-1-005-6227-0-0 (09/29-10/28/21]	371.13	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	526401-11/21	11/3/2021	AC#1-1-015-5264-0-1 (10/04-11/02/21]	353.29	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	702651-11/21	11/3/2021	AC#1-1-017-7026-5-1 (10/04-11/02/21]	302.28	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	738500-11/21	11/1/2021	AC#1-1-005-7385-0-0 (09/29-10/28/21]	269.88	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	579301-11/21	11/1/2021	AC#1-1-005-5793-0-1 (09/29-10/28/21]	74.19	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	920651-11/21	11/1/2021	AC#1-1-009-9206-5-1 (09/30-10/29/21]	132.17	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	031530-10/21	10/26/2021	AC#1-1-911-0315-3-0 (09/24-10/25/21)	3,675.56	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	016610-10/21	10/26/2021	AC#1-1-911-0166-1-0 (09/24-10/25/21)	3,076.79	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	850000-11/21	11/1/2021	AC#1-1-008-8500-0-0 (09/29-10/28/21)	1,511.61	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	614000-11/21	11/1/2021	AC#1-1-005-6140-0-0 (09/29-10/28/21)	26.43	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	614100-11/21	11/1/2021	AC#1-1-005-6141-0-0 (09/29-10/28/21)	26.43	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	614130-11/21	11/1/2021	AC#1-1-005-6141-3-0 (09/29-10/28/21)	26.43	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	160550-11/21	11/2/2021	AC#1-1-011-1605-5-0 (10/01-11/01/21)	26.43	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	122500-11/21	11/4/2021	AC#1-1-021-1225-0-0 (10/01-11/03/21)	26.43	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	926501-11/21	11/1/2021	AC#1-1-009-9265-0-1 (09/30-10/29/21)	66.09	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	950701-11/21	11/1/2021	AC#1-1-009-9507-0-1 (09/30-10/29/21)	66.09	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	160511-11/21	11/2/2021	AC#1-1-011-1605-1-1 (10/01-11/01/21)	66.09	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	951951-11/21	11/1/2021	AC#1-1-009-9519-5-1 (09/30-10/29/21)	39.65	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	908700-11/21	11/1/2021	AC#1-1-009-9087-0-0 (09/30-10/29/21)	34.53	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	487000-11/21	11/1/2021	AC#1-1-003-4870-0-0 (09/28-10/27/21)	26.43	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	007650-10/21	10/26/2021	AC#1-1-911-0076-5-0 (09/24-10/25/21)	132.17	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	595651-11/21	11/1/2021	AC#1-1-005-5956-5-1 (09/29-10/28/21)	132.17	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	811100-11/21	11/1/2021	AC#1-1-008-8111-0-0 (09/29-10/28/21)	132.17	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	008700-11/21	11/4/2021	AC#1-1-020-0087-0-0 (10/05-11/03/21)	132.17	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	508000-11/21	11/1/2021	AC#1-1-005-5080-0-0 (09/29-10/28/21)	70.14	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	591701-11/21	11/1/2021	AC#1-1-005-5917-0-1 (09/29-10/28/21)	66.09	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	123501-11/21	11/1/2021	AC#1-1-001-1235-0-1 (09/28-10/27/21)	211.53	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	604800-11/21	11/1/2021	AC#1-1-005-6048-0-0 (09/29-10/28/21)	205.08	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	621760-11/21	11/1/2021	AC#1-1-005-6217-6-0 (09/29-10/28/21)	205.08	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	841900-11/21	11/1/2021	AC#1-1-008-8419-0-0 (09/29-10/28/21)	148.37	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	020000-11/21	11/4/2021	AC#1-1-020-0200-0-0 (10/05-11/03/21)	140.27	
T	SAN GABRIEL VALLEY WATER CO	03406	1102458	11/10/2021	518000-10/21	10/18/2021	AC#1-1-023-5180-0-0 (09/16-10/15/21)	132.17	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	140603-11/21	11/2/2021	AC#1-1-011-1406-0-3 (10/01-11/01/21)	215.58	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	202501-11/21	11/2/2021	AC#1-1-011-2025-0-1 (10/01-11/01/21)	74.19	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	436520-11/21	11/8/2021	AC#1-1-034-4365-2-0 (10/07-11/05/21)	66.09	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	571000-11/21	11/8/2021	AC#1-1-034-5710-0-0 (10/07-11/05/21)	66.09	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	201000-11/21	11/2/2021	AC#1-1-011-2010-0-0 (10/01-11/01/21)	26.43	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	442900-11/21	11/2/2021	AC#1-1-013-4429-0-0 (10/01-11/01/21)	132.17	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	225610-11/21	11/5/2021	AC#1-1-032-2256-1-0 (10/06-11/04/21)	132.17	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	282000-11/21	11/5/2021	AC#1-1-032-2820-0-0 (10/06-11/04/21)	132.17	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	264500-11/21	11/2/2021	AC#1-1-011-2645-0-0 (10/01-11/01/21)	106.59	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	274800-11/21	11/2/2021	AC#1-1-011-2748-0-0 (10/01-11/01/21)	106.59	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	254001-11/21	11/5/2021	AC#1-1-032-2540-0-1 (10/06-11/04/21)	106.59	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	412700-11/21	11/2/2021	AC#1-1-013-4127-0-0 (10/01-11/01/21)	211.53	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	136205-11/21	11/10/2021	AC#1-1-031-1362-0-5 (10/12-11/09/21)	204.64	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	241101-11/21	11/2/2021	AC#1-1-011-2411-0-1 (10/01-11/01/21)	180.78	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	140401-11/21	11/2/2021	AC#1-1-011-1404-0-1 (10/01-11/01/21)	140.27	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	365501-11/21	11/2/2021	AC#1-1-013-3655-0-1 (10/01-11/01/21)	132.17	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	412900-11/21	11/2/2021	AC#1-1-013-4129-0-0 (10/01-11/01/21)	132.17	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	200410-11/21	11/2/2021	AC#1-1-011-2004-1-0 (10/01-11/01/21)	535.54	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	974900-11/21	11/5/2021	AC#1-1-019-9749-0-0 (10/06-11/04/21)	269.88	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	440300-11/21	11/2/2021	AC#1-1-013-4403-0-0 (10/01-11/01/21)	261.78	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	105200-11/21	11/2/2021	AC#1-1-011-1052-0-0 (10/01-11/01/21)	256.45	
T	SAN GABRIEL VALLEY WATER CO	03406	1102549	11/18/2021	440500-11/21	11/2/2021	AC#1-1-013-4405-0-0 (10/01-11/01/21)	237.48	
T	SAN GABRIEL VALLEY WATER CO	03406	1102710	12/2/2021	518000-11/21	11/16/2021	AC#1-1-023-5180-0-0 (10/15-11/15/21)	132.17	**17,211.67**
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	6892937-1021	10/22/2021	AC#700516892937 (09/21-10/20/21)	16.19	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	9937223-1021	10/22/2021	AC#700379937223 (09/22-10/21/21)	10.85	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	9895692-1021	10/25/2021	AC#700379895692 (09/23-10/24/21)	42.69	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	9802029-1021	10/25/2021	AC#700379802029 (09/23-10/24/21)	31.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	7102103-1021	10/25/2021	AC#700367102103 (09/23-10/24/21)	22.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	5837658-1021	10/25/2021	AC#700375837658 (09/23-10/24/21)	18.15	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	7067927-1021	10/25/2021	AC#700537067927 (09/23-10/24/21)	17.83	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	2494167-1021	10/25/2021	AC#700402494167 (09/23-10/24/21)	16.98	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	7251340-1021	10/25/2021	AC#700367251340 (09/23-10/24/21)	62.80	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	4782580-1021	10/25/2021	AC#700374782580 (09/23-10/24/21)	62.62	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	3442566-1021	10/25/2021	AC#700373442566 (09/23-10/24/21)	57.96	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	5594047-1021	10/22/2021	AC#700375594047 (09/22-10/21/21)	53.14	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	0145648-1021	10/22/2021	AC#700550145648 (09/22-10/21/21)	52.80	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	9872757-1021	10/25/2021	AC#700379872757 (09/23-10/24/21)	48.78	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	8712404-1021	10/25/2021	AC#700368712404 (09/23-10/24/21)	113.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	5736618-1021	10/20/2021	AC#700375736618 (09/20-10/19/21)	105.62	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	9784548-1021	10/22/2021	AC#700379784548 (09/22-10/21/21)	75.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	1873193-1021	10/25/2021	AC#700361873193 (09/23-10/24/21)	74.51	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	5748237-1021	10/21/2021	AC#700375748237 (09/20-10/19/21)	64.96	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	3524210-1021	10/25/2021	AC#700373524210 (09/23-10/24/21)	62.97	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	4013901-1021	10/20/2021	AC#700454013901 (09/20-10/19/21)	1,801.14	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	2335835-1021	10/25/2021	AC#700542335835 (09/23-10/24/21)	858.84	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	7793253-1021	10/25/2021	AC#700607793253 (09/23-10/24/21)	238.63	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	8198607-1021	10/25/2021	AC#700368198607 (09/23-10/24/21)	191.52	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	3387811-1021	10/25/2021	AC#700363387811 (09/23-10/24/21)	146.11	
T	SOUTHERN CALIFORNIA EDISON	03520	1102464	11/10/2021	9082302-1021	10/21/2021	AC#700529082302 (09/24-10/20/21)	138.16	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	5382486-1021	10/27/2021	AC#700345382486 (09/27-10/26/21)	17.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	3885396-1021	10/29/2021	AC#700143885396 (09/29-10/28/21)	17.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	5396735-1021	10/29/2021	AC#700345396735 (09/29-10/28/21)	17.29	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	2027982-1021	10/27/2021	AC#700372027982 (09/27-10/26/21)	16.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	5485752-1021	10/28/2021	AC#700345485752 (09/28-10/27/21)	39.33	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	8795588-1021	10/28/2021	AC#700188795588 (09/28-10/27/21)	23.22	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	5433717-1021	10/27/2021	AC#700345433717 (09/27-10/26/21)	20.54	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	6838092-1021	10/28/2021	AC#700346838092 (09/28-10/27/21)	19.12	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	5849075-1021	10/27/2021	AC#700375849075 (09/27-10/26/21)	18.65	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	5330386-1021	10/29/2021	AC#700155330386 (09/29-10/28/21)	17.60	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	6793838-1021	10/27/2021	AC#700346793838 (09/27-10/26/21)	63.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	1513884-1021	10/29/2021	AC#700091513884 (09/29-10/28/21)	63.44	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	3056081-1021	10/27/2021	AC#700373056081 (09/27-10/26/21)	62.38	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	9730022-1021	10/28/2021	AC#700469730022 (09/28-10/27/21)	60.88	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	7571282-1021	10/28/2021	AC#700027571282 (09/28-10/27/21)	44.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	3923534-1021	10/28/2021	AC#700223923534 (09/28-10/27/21)	40.04	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	6918928-1021	10/28/2021	AC#700346918928 (09/28-10/27/21)	71.77	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	7593514-1021	10/29/2021	AC#700027593514 (09/29-10/28/21)	71.38	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	6862445-1021	10/29/2021	AC#700346862445 (09/29-10/28/21)	69.74	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	3736294-1021	10/28/2021	AC#700233736294 (09/28-10/27/21)	69.32	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	5473123-1021	10/28/2021	AC#700345473123 (09/28-10/27/21)	67.84	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	1696768-1021	10/29/2021	AC#700371696768 (09/29-10/28/21)	65.23	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	1924417-1021	10/27/2021	AC#700371924417 (09/27-10/26/21)	95.89	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	6779892-1021	10/27/2021	AC#700346779892 (09/27-10/26/21)	95.31	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	5212305-1021	10/29/2021	AC#700525212305 (09/29-10/28/21)	90.48	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	6823342-1021	10/28/2021	AC#700346823342 (09/28-10/27/21)	77.02	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	6849513-1021	10/29/2021	AC#700346849513 (09/29-10/28/21)	76.69	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	6906194-1021	10/29/2021	AC#700346906194 (09/29-10/28/21)	74.81	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	1222706-1021	10/29/2021	AC#700201222706 (09/29-10/28/21)	7,273.39	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	3980434-1021	10/27/2021	AC#700343980434 (09/24-10/25/21)	4,290.29	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	4021355-1021	10/27/2021	AC#700344021355 (09/27-10/26/21)	2,605.92	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	5334592-1021	10/28/2021	AC#700345334592 (09/28-10/27/21)	645.39	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	5179897-1021	10/28/2021	AC#700345179897 (09/28-10/27/21)	435.96	
T	SOUTHERN CALIFORNIA EDISON	03520	1102465	11/10/2021	5260632-1021	10/28/2021	AC#700345260632 (09/28-10/27/21)	117.27	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	7177013-1121	11/1/2021	AC#700037177013 (10/01-10/31/21)	12.03	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	7135280-1121	11/3/2021	AC#700037135280 (10/05-11/02/21)	11.85	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	5192227-1121	11/3/2021	AC#700345192227 (10/05-11/02/21)	11.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	2817595-1121	11/5/2021	AC#700132817595 (10/07-11/04/21)	17.90	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	5217889-1121	11/3/2021	AC#700345217889 (10/05-11/02/21)	17.53	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	8996916-1121	11/1/2021	AC#700258996916 (10/01-10/31/21)	17.21	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	5272554-1121	11/5/2021	AC#700345272554 (10/07-11/04/21)	16.10	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	6207922-1121	11/5/2021	AC#700036207922 (10/07-11/04/21)	16.10	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	7067380-1121	11/3/2021	AC#700037067380 (10/05-11/02/21)	12.11	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	6724625-1121	11/3/2021	AC#700346724625 (10/05-11/02/21)	71.72	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	5365615-1121	11/1/2021	AC#700345365615 (10/01-10/31/21)	71.64	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	2391519-1121	11/1/2021	AC#700252391519 (10/01-10/31/21)	69.33	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	8203275-1121	11/1/2021	AC#700198203275 (10/01-10/31/21)	44.79	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	6153377-1121	11/1/2021	AC#700286153377 (10/01-10/31/21)	43.30	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	5285486-1121	11/5/2021	AC#700345285486 (10/07-11/04/21)	31.61	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	5126751-1121	11/4/2021	AC#700345126751 (10/06-11/03/21)	119.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	8474335-1121	11/5/2021	AC#700248474335 (10/07-11/04/21)	100.31	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	6689764-1121	11/2/2021	AC#700346689764 (10/04-11/01/21)	78.32	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	0310616-1121	11/1/2021	AC#700320310616 (10/01-10/31/21)	74.77	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	6714117-1121	11/2/2021	AC#700346714117 (10/04-11/01/21)	74.56	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	6701888-1121	11/2/2021	AC#700346701888 (10/04-11/01/21)	72.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	5056528-1121	11/3/2021	AC#700345056528 (10/05-11/02/21)	1,231.96	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	0353270-1121	11/1/2021	AC#700020353270 (10/01-10/31/21)	528.15	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	3970936-1121	11/4/2021	AC#700343970936 (10/06-11/03/21)	369.12	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	0045461-1121	11/5/2021	AC#700070045461 (10/07-11/04/21)	355.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1102558	11/18/2021	4686671-1121	11/1/2021	AC#700264686671 (10/01-10/31/21)	311.09	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	0234087-1121	11/1/2021	AC#700510234087 (10/01-10/31/21)	41,167.24	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	0302492-1121	11/1/2021	AC#700510302492 (10/01-10/31/21)	5,036.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	0443649-1121	11/1/2021	AC#700510443649 (10/01-10/31/21)	1,333.65	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	6837875-1121	11/1/2021	AC#700506837875 (10/01-10/31/21)	24.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	5638002-1121	11/1/2021	AC#700375638002 (10/01-10/31/21)	23.85	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	5789966-1121	11/1/2021	AC#700375789966 (10/01-10/31/21)	23.85	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	8719944-1121	11/1/2021	AC#700418719944 (10/01-10/31/21)	19.48	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	5352455-1121	11/4/2021	AC#700515352455 (10/06-11/03/21)	11.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	6765950-1121	11/5/2021	AC#700346765950 (10/07-11/04/21)	65.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	0488514-1121	11/3/2021	AC#700370488514 (10/05-11/02/21)	64.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	3512127-1121	11/5/2021	AC#700453512127 (10/07-11/04/21)	63.44	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	5497364-1121	11/4/2021	AC#700355497364 (10/06-11/03/21)	52.86	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	5652752-1121	11/1/2021	AC#700375652752 (10/01-10/31/21)	38.78	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	8336924-1121	11/4/2021	AC#700518336924 (10/06-11/03/21)	30.70	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	3548876-1121	11/4/2021	AC#700353548876 (10/06-11/03/21)	75.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	1107282-1121	11/1/2021	AC#700521107282 (10/01-10/31/21)	75.16	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	7966622-1121	11/5/2021	AC#700357966622 (10/07-11/04/21)	74.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	6630850-1121	11/4/2021	AC#700356630850 (10/06-11/03/21)	71.16	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	6734426-1121	11/5/2021	AC#700346734426 (10/07-11/04/21)	67.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	6743722-1121	11/5/2021	AC#700346743722 (10/07-11/04/21)	65.69	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	2563097-1121	11/1/2021	AC#700512563097 (10/01-10/31/21)	832.72	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	0332707-1121	11/1/2021	AC#700510332707 (10/01-10/31/21)	773.48	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	0205593-1121	11/1/2021	AC#700510205593 (10/01-10/31/21)	718.11	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	0140594-1121	11/5/2021	AC#700550140594 (10/07-11/04/21)	356.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	7009763-1121	11/1/2021	AC#700347009763 (10/01-10/31/21)	149.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1102559	11/18/2021	1805286-1121	11/1/2021	AC#700371805286 (10/01-10/31/21)	75.98	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	6956516-1121	11/8/2021	AC#700346956516 (10/08-11/07/21)	62.58	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	2000274-1121	11/8/2021	AC#700542000274 (10/08-11/07/21)	57.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	7601695-1121	11/8/2021	AC#700027601695 (10/08-11/07/21)	39.34	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	7529674-1121	11/8/2021	AC#700137529674 (10/08-11/07/21)	32.42	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	9903978-1121	11/8/2021	AC#700379903978 (10/08-11/07/21)	25.65	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	6984101-1121	11/8/2021	AC#700346984101 (10/08-11/07/21)	22.60	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	8401093-1121	11/8/2021	AC#700088401093 (10/08-11/07/21)	6,960.05	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	7022695-1121	11/8/2021	AC#700347022695 (10/07-11/04/21)	3,590.16	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	6941560-1121	11/8/2021	AC#700346941560 (10/08-11/07/21)	219.85	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	9234066-1121	11/8/2021	AC#700249234066 (10/08-11/07/21)	102.38	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	6971266-1121	11/8/2021	AC#700346971266 (10/08-11/07/21)	99.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	6929436-1121	11/8/2021	AC#700346929436 (10/08-11/07/21)	86.91	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	6994104-1121	11/8/2021	AC#700346994104 (10/08-11/07/21)	22.04	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	1417110-1121	11/8/2021	AC#700201417110 (10/08-11/07/21)	17.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	4051216-1121	11/8/2021	AC#700134051216 (10/08-11/07/21)	17.21	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	9198247-1121	11/8/2021	AC#700319198247 (10/08-11/07/21)	17.21	
T	SOUTHERN CALIFORNIA EDISON	03520	1102561	11/18/2021	9627438-1121	11/8/2021	AC#700089627438 (10/08-11/07/21)	11,860.17	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	5094527-1121	11/9/2021	AC#700335094527 (10/11-11/08/21)	11.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	8060292-1121	11/9/2021	AC#700348060292 (10/11-11/08/21)	20.62	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	6264203-1121	11/10/2021	AC#700036264203 (10/12-11/09/21)	16.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	6329473-1121	11/10/2021	AC#700036329473 (10/12-11/09/21)	16.10	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	6395555-1121	11/10/2021	AC#700036395555 (10/12-11/09/21)	16.10	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	6467697-1121	11/10/2021	AC#700036467697 (10/12-11/09/21)	16.10	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	8147592-1121	11/9/2021	AC#700348147592 (10/11-11/08/21)	16.10	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	7034419-1121	11/9/2021	AC#700347034419 (10/11-11/08/21)	69.46	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	1952420-1121	11/15/2021	AC#700351952420 (10/14-11/14/21)	67.33	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	5764506-1121	11/10/2021	AC#700375764506 (10/12-11/09/21)	55.33	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	8047966-1121	11/9/2021	AC#700348047966 (10/11-11/08/21)	54.75	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	9544324-1121	11/9/2021	AC#700169544324 (10/11-11/08/21)	36.46	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	5904393-1121	11/9/2021	AC#700585904393 (10/11-11/08/21)	33.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	1030817-1121	11/9/2021	AC#700631030817 (10/11-11/08/21)	1,365.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	1590286-1121	11/12/2021	AC#700071590286 (10/13-11/11/21)	1,039.90	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	6816357-1121	11/9/2021	AC#700086816357 (10/11-11/08/21)	109.29	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	8073935-1121	11/9/2021	AC#700348073935 (10/11-11/08/21)	85.30	
T	SOUTHERN CALIFORNIA EDISON	03520	1102635	11/24/2021	5494947-1121	11/16/2021	AC#700345494947 (10/15-11/15/21)	78.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	0572592-1121	11/20/2021	AC#700350572592 (10/21-11/19/21)	102.47	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5093409-1121	11/20/2021	AC#700345093409 (10/21-11/19/21)	97.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5710750-1121	11/18/2021	AC#700375710750 (10/19-11/17/21)	88.46	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	9784548-1121	11/22/2021	AC#700379784548 (10/22-11/21/21)	84.41	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5507071-1121	11/20/2021	AC#700345507071 (10/21-11/19/21)	72.06	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5748237-1121	11/20/2021	AC#700375748237 (10/20-11/18/21)	66.96	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	4540933-1121	11/18/2021	AC#700454540933 (10/19-11/17/21)	765.69	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	6072985-1121	11/18/2021	AC#700096072985 (10/19-11/17/21)	377.30	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5210920-1121	11/20/2021	AC#700345210920 (10/21-11/19/21)	268.15	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	8109705-1121	11/22/2021	AC#700348109705 (10/22-11/21/21)	198.51	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	0948303-1121	11/18/2021	AC#700580948303 (10/19-11/17/21)	131.77	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5736618-1121	11/20/2021	AC#700375736618 (10/20-11/18/21)	112.41	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	4003894-1121	11/18/2021	AC#700454003894 (10/19-11/17/21)	6,586.06	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5518024-1121	11/22/2021	AC#700015518024 (10/22-11/21/21)	5,637.17	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	2340421-1121	11/16/2021	AC#700212340421 (10/12-11/09/21)	3,833.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	4013901-1121	11/20/2021	AC#700454013901 (10/20-11/18/21)	1,722.52	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5070066-1121	11/22/2021	AC#700345070066 (10/22-11/21/21)	885.29	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	0145648-1121	11/22/2021	AC#700550145648 (10/22-11/21/21)	63.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	6892937-1121	11/20/2021	AC#700516892937 (10/21-11/19/21)	17.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	3489243-1121	11/20/2021	AC#700103489243 (10/21-11/19/21)	11.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	9937223-1121	11/22/2021	AC#700379937223 (10/22-11/21/21)	11.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5724086-1121	11/18/2021	AC#700375724086 (10/19-11/17/21)	61.36	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	9511413-1121	11/22/2021	AC#700269511413 (10/22-11/21/21)	58.07	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5413408-1121	11/22/2021	AC#700345413408 (10/22-11/21/21)	57.83	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5594047-1121	11/22/2021	AC#700375594047 (10/22-11/21/21)	55.97	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	3695434-1121	11/20/2021	AC#700013695434 (10/21-11/19/21)	48.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1102716	12/2/2021	5100883-1121	11/20/2021	AC#700345100883 (10/21-11/19/21)	18.78	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6166616-1121	11/24/2021	AC#700286166616 (10/26-11/23/21)	3,672.64	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	3980434-1121	11/24/2021	AC#700343980434 (10/26-11/23/21)	3,662.84	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	7902244-1121	11/24/2021	AC#700237902244 (10/26-11/23/21)	905.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	5201523-1121	11/23/2021	AC#700345201523 (10/25-11/22/21)	60.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6676529-1121	11/23/2021	AC#700346676529 (10/25-11/22/21)	70.41	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	5455137-1121	11/24/2021	AC#700345455137 (10/26-11/23/21)	69.46	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6653893-1121	11/23/2021	AC#700346653893 (10/25-11/22/21)	67.96	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6545476-1121	11/24/2021	AC#700346545476 (10/26-11/23/21)	63.81	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6598121-1121	11/23/2021	AC#700346598121 (10/25-11/22/21)	62.30	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6639749-1121	11/23/2021	AC#700346639749 (10/25-11/22/21)	61.54	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	7120282-1121	11/23/2021	AC#700097120282 (10/25-11/22/21)	381.73	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6557907-1121	11/24/2021	AC#700346557907 (10/26-11/23/21)	130.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6662078-1121	11/23/2021	AC#700346662078 (10/25-11/22/21)	93.42	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	3310501-1121	11/24/2021	AC#700243310501 (10/26-11/23/21)	71.91	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6591451-1121	11/23/2021	AC#700346591451 (10/25-11/22/21)	70.60	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	9119888-1121	11/24/2021	AC#700249119888 (10/26-11/23/21)	70.45	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	5519401-1121	11/23/2021	AC#700345519401 (10/22-11/21/21)	57.88	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6569627-1121	11/24/2021	AC#700346569627 (10/26-11/23/21)	57.02	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	4668442-1121	11/23/2021	AC#700184668442 (10/25-11/22/21)	55.88	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	5531828-1121	11/24/2021	AC#700345531828 (10/26-11/23/21)	50.79	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	9556151-1121	11/24/2021	AC#700299556151 (10/26-11/23/21)	29.53	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	5316812-1121	11/23/2021	AC#700345316812 (10/25-11/22/21)	23.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	5299634-1121	11/23/2021	AC#700345299634 (10/25-11/22/21)	16.10	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6524887-1121	11/23/2021	AC#700036524887 (10/25-11/22/21)	11.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	5349952-1121	11/23/2021	AC#700345349952 (10/25-11/22/21)	17.55	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	5084113-1121	11/23/2021	AC#700345084113 (10/25-11/22/21)	17.53	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	6908610-1121	11/23/2021	AC#700086908610 (10/25-11/22/21)	17.25	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	0367223-1121	11/23/2021	AC#700010367223 (10/25-11/22/21)	17.11	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	4836223-1121	11/23/2021	AC#700114836223 (10/25-11/22/21)	16.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1102718	12/2/2021	5446346-1121	11/23/2021	AC#700345446346 (10/25-11/22/21)	16.43	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	2335835-1121	11/23/2021	AC#700542335835 (10/25-11/22/21)	775.85	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	7793253-1121	11/23/2021	AC#700607793253 (10/25-11/22/21)	237.98	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	9384142-1121	11/24/2021	AC#700349384142 (10/26-11/23/21)	203.84	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	8207109-1121	11/23/2021	AC#700348207109 (10/25-11/22/21)	172.12	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	3524210-1121	11/23/2021	AC#700373524210 (10/25-11/22/21)	57.77	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	3442566-1121	11/23/2021	AC#700373442566 (10/25-11/22/21)	53.63	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	9872757-1121	11/23/2021	AC#700379872757 (10/25-11/22/21)	48.98	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	9895692-1121	11/23/2021	AC#700379895692 (10/25-11/22/21)	42.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	8528724-1121	11/23/2021	AC#700348528724 (10/25-11/22/21)	40.16	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	9802029-1121	11/23/2021	AC#700379802029 (10/25-11/22/21)	31.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	8126475-1121	11/23/2021	AC#700348126475 (10/25-11/22/21)	73.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	0781346-1121	11/24/2021	AC#700350781346 (10/26-11/23/21)	69.65	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	1873193-1121	11/23/2021	AC#700361873193 (10/25-11/22/21)	68.33	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	9260769-1121	11/23/2021	AC#700349260769 (10/25-11/22/21)	65.69	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	7251340-1121	11/23/2021	AC#700367251340 (10/25-11/22/21)	58.53	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	4782580-1121	11/23/2021	AC#700374782580 (10/25-11/22/21)	57.96	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	8198607-1121	11/23/2021	AC#700368198607 (10/25-11/22/21)	165.79	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	3387811-1121	11/23/2021	AC#700363387811 (10/25-11/22/21)	120.89	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	8712404-1121	11/23/2021	AC#700368712404 (10/25-11/22/21)	107.56	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	8188517-1121	11/23/2021	AC#700348188517 (10/25-11/22/21)	101.15	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	8254090-1121	11/23/2021	AC#700348254090 (10/25-11/22/21)	99.56	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	8134862-1121	11/23/2021	AC#700348134862 (10/25-11/22/21)	91.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	8440919-1121	11/23/2021	AC#700348440919 (10/25-11/22/21)	30.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	7102103-1121	11/23/2021	AC#700367102103 (10/25-11/22/21)	21.18	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	5837658-1121	11/23/2021	AC#700375837658 (10/25-11/22/21)	17.55	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	1013338-1121	11/23/2021	AC#700351013338 (10/25-11/22/21)	16.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	7067927-1121	11/23/2021	AC#700537067927 (10/25-11/22/21)	16.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1102719	12/2/2021	2494167-1121	11/23/2021	AC#700402494167 (10/25-11/22/21)	16.10	**136,858.99**
T	SOUTHERN CALIFORNIA GAS CO	03525	1102466	11/10/2021	144517-10/21	10/26/2021	AC#144 517 4100 4 (09/22-10/22/21)	19.67	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102466	11/10/2021	135919-10/21	10/25/2021	AC#135 919 4276 1 (09/20-10/21/21)	136.01	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102466	11/10/2021	175917-10/21	10/25/2021	AC#175 917 4102 4 (09/20-10/21/21)	122.25	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102466	11/10/2021	146517-10/21	10/25/2021	AC#146 517 2134 3 (09/20-10/21/21)	23.29	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102466	11/10/2021	188644-10/21	10/26/2021	AC#188 644 8039 9 (09/22-10/22/21)	2,548.64	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102466	11/10/2021	169617-10/21	10/25/2021	AC#169 617 4100 2 (09/20-10/21/21)	797.27	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102466	11/10/2021	173817-10/21	10/25/2021	AC#173 817 4100 2 (09/20-10/21/21)	466.52	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102466	11/10/2021	154864-10/21	10/25/2021	AC#154 864 1641 3 (09/20-10/21/21)	305.93	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102466	11/10/2021	140317-10/21	10/26/2021	AC#140 317 4100 3 (09/22-10/22/21)	143.28	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102466	11/10/2021	138217-10/21	10/26/2021	AC#138 217 4100 9 (09/22-10/22/21)	136.76	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102563	11/18/2021	196719-11/21	11/10/2021	AC#196 719 3600 3 (10/07-11/08/21)	34.14	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102563	11/18/2021	198819-11/21	11/10/2021	AC#198 819 3600 9 (10/07-11/08/21)	27.47	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102563	11/18/2021	138117-11/21	11/12/2021	AC#138 117 3615 9 (10/08-11/09/21)	18.68	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102636	11/24/2021	169419-11/21	11/18/2021	AC#169 419 0200 5 (10/15-11/16/21)	46.11	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102636	11/24/2021	192117-11/21	11/17/2021	AC#192 117 9900 2 (10/14-11/15/21)	24.20	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102636	11/24/2021	179517-11/21	11/16/2021	AC#179 517 8900 1 (10/13-11/12/21)	18.14	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102636	11/24/2021	160617-11/21	11/17/2021	AC#160 617 7600 7 (10/14-11/15/21)	15.78	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102636	11/24/2021	171519-11/21	11/18/2021	AC#171 519 0200 8 (10/15-11/16/21)	15.78	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102720	12/2/2021	169617-11/21	11/24/2021	AC#169 617 4100 2 (10/21-11/22/21)	1,022.18	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102720	12/2/2021	154864-11/21	11/24/2021	AC#154 864 1641 3 (10/21-11/22/21)	704.89	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102720	12/2/2021	173817-11/21	11/24/2021	AC#173 817 4100 2 (10/21-11/22/21)	412.83	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102720	12/2/2021	135919-11/21	11/24/2021	AC#135 919 4276 1 (10/21-11/22/21)	142.16	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102720	12/2/2021	175917-11/21	11/24/2021	AC#175 917 4102 4 (10/21-11/22/21)	105.71	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102720	12/2/2021	146517-11/21	11/24/2021	AC#146 517 2134 3 (10/21-11/22/21)	27.77	
T	SOUTHERN CALIFORNIA GAS CO	03525	1102720	12/2/2021	179944-11/21	11/23/2021	AC#179 944 9667 1 (10/20-11/19/21)	23.07	**7,338.53**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	VALLEY BRAKE & WHEEL SERVICE	03780	1102478	11/10/2021	1075135	10/22/2021	TR-14B PREV MAINT INSPEC REPLACE BOTH TIRES - TRANSP DIV.	952.47	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1102478	11/10/2021	1075145	10/22/2021	TR-95 CHECK AND ADJUST BRAKES - TRANSP DIV.	500.00	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1102478	11/10/2021	1075169	10/26/2021	TR-15B PREV MAINT INSPECT, REPLACE LIGHT BULB - TRANSP DIV.	435.25	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1102478	11/10/2021	1075079	10/14/2021	TR-1B IDLER PULLEY FOR TRANSP DIV.	358.78	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1102478	11/10/2021	1074791	9/10/2021	TR-1B INSTALL A/C SWITCH - TRANSP DIV.	150.00	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1102478	11/10/2021	1075086	10/15/2021	TR-2B CHECK AND ADJUST BRAKES - TRANSP DIV.	100.00	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1102478	11/10/2021	1075101	10/18/2021	TR-8 CHECK AND ADJUST BRAKES - TRANSP DIV.	100.00	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1102478	11/10/2021	1075103	10/19/2021	TR-9 CHECK AND ADJUST BRAKES - TRANSP DIV.	100.00	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1102478	11/10/2021	1075170	10/27/2021	TR-79 CHECK AND ADJUST BRAKES - TRANSP DIV.	100.00	**2,796.50**
T	**Top Vendor Total**								**176,196.94**
V	PHONE SUPPLEMENTS INC	02992	1101200	9/16/2021	00776665-IN	8/24/2021	EARPAD FOAM FOR PD	(173.13)	
V	**Void Vendor Total**								(173.13)
	Grand Total								**9,563,341.27**

APPROVAL OF MINUTES
EL MONTE CITY COUNCIL REGULAR MEETING
OF OCTOBER 5, 2021

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

Members of the public wishing to observe the meeting may do so in one (1) of the following ways:

(1) Turn your TV to Channel 3; or
(2) City's website at http://www.elmonteca.gov/378/Council-Meeting-Videos; or
(3) In Person.

Persons wishing to offer public comment for this meeting may do so in one of the following ways:

(1) By directly addressing the City Council in person at the time(s) allotted on the agenda for such comment. Persons wishing to address the City Council in person are asked to fill-out a blue speaker card providing their name and indicating the specific agenda item(s) they wish to comment on or if they wish to speak during the portion of the agenda designated for comment on non-agendized matters. Speaker cards should be handed to the City Clerk or the Sergeant at Arms (a uniformed El Monte Police officer) before the City Council's approval of the agenda, if possible. The City Council shall be under no obligation to recognize a speaker who submits a speaker card on a particular agenda item after the City Council has completed its handling of the agenda item and has moved on to the next item of business on the agenda. Persons wishing to comment on closed session matters must submit their speaker card before the City Council goes into closed session. As members of the public are now free to attend City Council meetings in person, the City Council will no longer receive public comment by telephone.
(2) By submitting written comments, provided such written comments are received by the City Clerk at least 30 minutes prior to the posted meeting time. Written comments may be submitted via electronic mail at: cityclerk@elmonteca.gov. Written comments will be provided to members of the City Council and will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Persons submitting written comments are encouraged to identify the specific item(s) on the agenda their comment(s) relate to or whether they relate to non-agendized matters. **Written comments will not be read aloud.**

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

1. CALL TO ORDER: **6:01 p.m.**

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Jessica Ancona, Mayor/Chair – **present**
Alma D. Puente, Mayor Pro Tem/Authority Member – **present**
Martin R. Herrera, Councilmember/Authority Member – **present**
Victoria Martinez Muela, Councilmember/Authority Member – **absent**
Dr. Maria Morales, Councilmember/Authority Member – **present**

3. APPROVAL OF AGENDA:

WITH THE FOLLOWING EDITS/CHANGES TO THE AGENDA:

Items 4.1 and 4.2 have been pulled.

m) Mayor Ancona
s) Dr. Morales **4-0 (Councilmember Martinez Muela absent)**

4. CLOSED SESSION:

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.).

Mayor Ancona invited members of the public to address the City Council on Closed Session Item 4.3.

Mayor Ancona and the City Council recessed into Closed Session at approximately 6:03 p.m. Councilmember Martinez Muela did not participate in Closed Session. Mayor Ancona and the City Council reconvened from Closed Session at approximately 7:00 p.m.

Assistant City Attorney Richard Padilla reported out of Closed Session with respect to Item 4.3.

4.1 Closed Session Pursuant to Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated Litigation – One (1) Matter.

Item was pulled.

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

Bargaining Units Subject to Negotiations: El Monte General Unit (SEIU Local 721); and El Monte General Mid-Management Unit (SEIU Local 721).

City's Designated Negotiator: Adrianna Guzman, Designated Labor Negotiator in consultation with John Nguyen, Human Resources/Risk Management Director; and Alma K. Martinez, City Manager.

Item was pulled.

4.3 Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Initiation of Litigation/Adjudicatory Proceedings – One (1) Matter.

Report given to the City Council but no final action.

OPEN SESSION PROCEEDINGS

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

Councilmember Martinez Muela joined the City Council meeting at approximately 7:00 p.m.

5. INVOCATION: **Chaplain Joseph Chen – I-Kuan Tao. Councilmember Herrera**

6. FLAG SALUTE: **City Council. Councilmember Herrera**

7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS: **No material submitted.**

8. PUBLIC COMMENT REGARDING NON-AGENDIZED MATTERS:

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

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

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

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.

Jeanette Flores – Spoke about Metrolink's El Monte Siding Extension Project SCORE (Southern California Optimized Rail Expansion).

Erica Hadjis – Here to request that the Façade Program be extended to the area where El Sombrero is located.

Gabriel Ramirez – Supports the expansion of the Façade Program to include El Sombrero. Spoke about the Campaign Finance Reform.

Eva Stoltz – Spoke about the street vendors. Spoke about a tree which was removed from near her home and hasn't been replaced.

Charles Hoffman – Spoke about street vendors on the corner of Chosen and Durfee.

Cosme Jimenez – Spoke about Item 14.4.

Mike Greenspan – Spoke about unions.

Armando Herman – Spoke about Jose Luis Huizar and unions.

Julio Ramirez – Spoke about City Council meeting protocols.

MaryAnn Powers – Spoke about street vendors on Peck Road and opening up City facilities.

Written Comments:

Melissa Michelson – Comment in opposition to Item 13.3.

Evangelica Child – Public Comment regarding alcohol prevention collation.

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

10. DEMAND RESOLUTION NO. D-651

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

THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES RESOLVE AS FOLLOWS: SECTION 1. That the attached list of claims and demands totaling $4,626,125.74 have been examined by the City Treasurer and that warrant numbers 1101145 through 1101335, and the payroll period September 1, 2021 through September 15, 2021, inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

m) Dr. Morales
s) Mayor Pro Tem Puente **5-0**

11. APPROVAL OF MINUTES: Special Meeting Minutes of February 27, 2021 and Regular Meeting Minutes of August 11, 2021.

m) Mayor Ancona
s) Dr. Morales **5-0**
Approval of the meeting minutes for August 11, 2021

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

Armando Herman – Spoke about item.

m) Councilmember Herrera
s) Mayor Pro Tem Puente **5-0**

12.2 Approval of the Second Reading of an Ordinance of the City Council of the City of El Monte Approving a Development Agreement Between the City of El Monte and Outdoor Associates, LLC, to Construct a Digital Billboard at 9851 Flair Drive in Area No. 1 of the City's Freeway Overlay Zone.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Ratify the 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. 3003

Armando Herman – Spoke about billboards.

Mike Greenspan – Spoke about item.

m) Councilmember Herrera
s) Mayor Pro Tem Puente **5-0**

12.3 Approval of the Second Reading of an Ordinance of the City Council of the City of El Monte Approving a Development Agreement Between the City of El Monte and Outdoor Associates, LLC, to Construct a Digital Billboard on Property with Accessor Parcel Number of 8575-020-001 (Accessed Via Easements from Olney Street and Valley Boulevard), Area No. 2 of the City's Freeway Overlay Zone.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Ratify the 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. 3004

Mike Greenspan – Spoke about billboards.

Armando Herman – Spoke about item.

m) Councilmember Herrera
s) Mayor Pro Tem Puente **5-0**

12.4 Approval of a Resolution Approving the Fiscal Year 2020-2021 El Monte Housing Authority Annual Report to be Submitted to the State of California Department of Housing and Community Development.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the proposed Resolution approving the Fiscal Year ("FY") 2020-2021 El Monte Housing Authority Annual Report; and
2. Authorize the City Manager, or her designee, to submit the El Monte Housing Authority Annual Report to the State of California Department of Housing and Community Development.

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

Resolution No. 10308

Mike Greenspan – Spoke about items 12.4 through 12.7.

Armando Herman – Spoke about items 12.4 through 12.7.

m) Councilmember Herrera
s) Mayor Pro Tem Puente **5-0**

12.5 Approval of Recommendation to Accept the Automatic Parking Guidance System (APGS) and Web/Mobile Based Application System for the Metrolink and Main Street Parking Lots Project, CIP No. 846 as Complete and Authorize Staff to File the Notice of Completion with the Los Angeles County Recorder's Office.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and accept the Automatic Parking Guidance System (APGS) and Web/Mobile Based Application System Project CIP No. 846 as completed and authorize staff to file the Notice of Completion (NOC) with the Los Angeles County Recorder's Office.

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

m) Councilmember Herrera
s) Mayor Pro Tem Puente **5-0**

12.6 Approval of Recommendation to Advertise and Publish the Notice Inviting Bids for the El Monte Regional Bicycle Commuter Project, CIP No. 016.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Authorize staff to advertise and publish the Notice Inviting Bids (NIB) for the El Monte Station Regional Bicycle Project, CIP No. 016.

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

m) Councilmember Herrera
s) Mayor Pro Tem Puente **5-0**

12.7 Approval of Recommendation to Reject all Bids Received on August 25, 2021, for the Ramona Boulevard Median Landscape Improvement Project, CIP 857 Phase 2; and Authorize Staff to Re-Advertise and Publish the Notice of Inviting Bids.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve to reject all bids received on August 25, 2021, for the Ramona Boulevard Median Landscape Improvement Project, CIP 857 Phase 2; and
2. Authorize staff to re-advertise and publish the Notice of Inviting Bids.

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

m) Councilmember Herrera
s) Mayor Pro Tem Puente **5-0**

Break at 8:19 p.m.
Return at 8:31 p.m.

13. PUBLIC HEARINGS:

13.1 A Public Hearing to Consider and Approve for First Reading of an Ordinance of the City Council of the City of El Monte Amending Title 3 (Revenue and Finance) Chapter 3.24 of the El Monte Municipal Code by Adding Section 3.24.041 (Recovered Organic Waste Product Procurement Policy) to Comply with SB 1383 Requirements to Incorporate Environmental Considerations into Purchasing Practices and Procurement.

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. Conduct additional deliberation, if needed;
7. Close the public hearing; and
8. Approve the proposed Ordinance by no less than three (3) votes, for first reading.

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

Ordinance No. 3005

m) Mayor Ancona
s) Councilmember Martinez Muela **5-0**
Open P.H.

Armando Herman – Spoke about items dangerous to environment.

m) Mayor Ancona
s) Councilmember Martinez Muela **5-0**
Close P.H.

m) Mayor Ancona
s) Councilmember Herrera **5-0**
Approve Item 13.1

13.2 A Public Hearing to Consider and Approve for First Reading of an Ordinance of the City Council of the City of El Monte Amending Title 8 of the City's Municipal Code to Comply with SB 1383 Requirements by Adding Chapter 8.21 Mandatory Organic Waste Disposal Regulations.

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. Conduct additional deliberation, if needed;
7. Close the public hearing; and
8. Approve the proposed Ordinance by no less than three (3) votes, for first reading.

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

Ordinance No. 3006

m) Mayor Ancona
s) Mayor Pro Tem Puente **5-0**
Open P.H.

Armando Herman – Spoke about item.

Break at 8:58 p.m.
Return at 8:59 p.m.

m) Mayor Pro Tem Puente
s) Councilmember Martinez Muela **5-0**
Close P.H.

m) Councilmember Herrera
s) Dr. Morales
Approve Item 13.2 **5-0**

13.3 A Public Hearing to Consider and Approve for First Reading an Ordinance Amending Title 9 (Public Peace, Morals and Welfare) of the El Monte Municipal Code to Add a New Chapter 9.01 (Targeted Residential Picketing) Establishing Distance Requirements for Targeted Residential Protests.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive presentation of City Attorney's Office;
3. Pose questions to staff;
4. Receive public comment;
5. Pose closing questions and provide final comments;
6. Close the public hearing; and
7. If it is the desire of the City Council, approve the attached Ordinance for first reading.

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

Ordinance No. 3007

m) Councilmember Herrera
s) Dr. Morales
Open P.H.

Cosme Jimenez – Spoke about the item.

Gabriel Ramirez – Spoke about the item.

Mike Greenspan – Spoke about the item and setting time frames.

Armando Herman – Spoke about the item.

Matt Smith – Spoke about the item.

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

m) Mayor Pro Tem Puente
s) Dr. Morales **3-2 (Mayor Ancona and Councilmember**
Approve Item 13.3 **Martinez Muela No)**

14. REGULAR AGENDA:

14.1 Consideration and Approval of a Contract Service Agreement with Air-Ex Air Conditioning, Inc. for On-Call and As-Needed Heating, Ventilation, and Air Conditioning (HVAC) Services Citywide for a Not-to-Exceed Amount of $60,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Contract Service Agreement with Air-Ex Air Conditioning, Inc. for on-call and as-needed heating, ventilation, and air

conditioning (HVAC) services Citywide for a not-to-exceed amount of $60,000; and
2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with Air-Ex Air Conditioning, Inc.

Total Cost: $60,000 Account No: 100-67-673-6111
Is the cost of this item budgeted? Yes General Fund

at 9:30 p.m.
m) Councilmember Martinez Muela
s) Mayor Ancona
To extend the meeting past 10:00 p.m.
through the end of Council Communications

Secondary Motion
m) Dr. Morales
s) Mayor Pro Tem Puente **3-2 (Mayor Ancona and Councilmember**
To get through Item 14.4 **Martinez Muela No)**
and allow the Mayor 3 minutes
for her Council Communication

Armando Herman – Spoke about HVAC the need for this contractor to be certified.

m) Dr. Morales
s) Mayor Pro Tem Puente **5-0**

14.2 Consideration and Approval of a Contract Service Agreement with Pipe Pros Plumbing, Inc. for On-Call and As-Needed Plumbing and Rooter Services Citywide for a Not-to-Exceed Amount of $45,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Contract Service Agreement with Pipe Pros Plumbing, Inc. for on-call and as-needed plumbing and rooter services for a not-to-exceed amount of $45,000; and
2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with Pipe Pros Plumbing, Inc.

Total Cost: $45,000 Account No: 100-67-673-6111
Is the cost of this item budgeted? Yes General Fund

Armando Herman – Spoke about the item.

m) Councilmember Herrera
s) Mayor Pro Tem Puente **5-0**

14.3 Consideration and Approval of a 30-day Resolution Regarding the Conduct of Teleconferenced Meetings of the City Council and Other City Bodies Under the Modified Rules Set Forth Under Government Code Section 54953(E) and Other Applicable Provisions of AB361.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive presentation from staff;
2. Pose questions to staff;
3. Discuss and provide direction to staff on the options outlined for the conduct of meetings of the City Council and other legislative bodies of the City, subject to the Brown Act, as modified by Assembly Bill 361; and
4. Consider possible adoption of a Resolution authorizing City legislative bodies to hold remote teleconference meetings subject to modified Brown Act requirements during a declared state of emergency in accordance with Assembly Bill 361.

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

Resolution No. 10309

Mike Greenspan – Spoke about dispute of his right to speak.

Armando Herman – Spoke about calling in at the Board of Supervisors meeting.

Table Item.

14.4 Consideration and Approval of a Resolution of the City Council of the City of El Monte, County of Los Angeles, California Nominating One (1) Councilmember to Represent Cities with Prescriptive Water Pumping Rights on the Board of the San Gabriel Basin Water Quality Authority.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the Resolution Nominating One (1) Councilmember to Represent Cities with Prescriptive Water Pumping Rights on the Board of the San Gabriel Basin Water Quality Authority.

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

Resolution No. 10310

m) Dr. Morales
s) Councilmember Herrera

To Nominate Mayor Ancona

m) Councilmember Martinez Muela
s) Dr. Morales **5-0**
To Table the Item.

Armando Herman – Spoke about the item.

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

16. CITY MANAGER'S AGENDA: **No material submitted.**

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

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Ancona

18A.1 Discussion and Direction to place Ballot Initiatives on November 2021 Election to consider cost savings Through Restructuring of Elected Positions and Cycles.

- Removal of Elected Mayor to add a 5th Council Member and adopt Rotating Mayor Policy which will result in Election Cost Savings and/or
- Proposal to Have Elected Mayor Serve a 4 year Position to Reduce Election Costs.
- Elimination of Elected City Clerk position with costs savings of $35,000/year + election costs.
- Elimination of Elected Treasurer position with costs savings of $35,000/year + election costs.

Mike Greenspan – Spoke about election reform. He is against appointed government.

Mayor Ancona – At the last Council Meeting there was discussion about bringing back information on District Elections. Explore the possibility of having discussion on Treasurer and City Clerk.

18A.2 Discussion on Job Fair with Local Unions and Building Trades.

18A.3 Discussion and Action on State of the City.

Allow Mayor and City Manager to discuss a potential date for the State of the City.

18B. Mayor Pro Tem Puente

18B.1 Discussion on Policy Regarding Public Recognitions Including Awards and Certificates.

18B.2 Update Regarding Universal Income.

18C. Councilman Herrera

18D. Councilwoman Martinez Muela

18D.1 Discussion and Action Regarding a Resolution of the City Council Calling for a State Audit for High-Risk Local Governments.

18D.2 Discussion and Action Regarding Hosting a Community Prayer Breakfast.

18D.3 Discussion and Action Proclaiming October Domestic Violence Awareness Month and Support for the Annual Walk to End Domestic Violence.

18E. Councilwoman Dr. Morales

18E.1 Update on Police Department's De-Escalation Training.

18E.2 Update on the Post Office Building.

18E.3 Update and Action on City Commission Nominees.

18E.4 Discussion on Citywide Climate Action Plan

- Green Jobs
- Alternative Sources of Energy/Fueling
- Overall Environmental Justice.

18E.5 Community Update on Gibson Mariposa Art Walk Event.

18E.6 Update on the Repairs at Fletcher "Fetch" Park.

19. ADJOURNMENT:

At 10:32 p.m.
m) Mayor Ancona
s) Mayor Pro Tem Puente 5-0

The next Regular Meeting of the City Council will be held on **October 19, 2021** 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.

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

APPROVED:

_____
Jessica Ancona, Mayor
City of El Monte

APPROVAL OF MINUTES
EL MONTE CITY COUNCIL REGULAR MEETING
OF OCTOBER 19, 2021

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

Members of the public wishing to observe the meeting may do so in one (1) of the following ways:

(1) Turn your TV to Channel 3; or
(2) City's website at http://www.elmonteca.gov/378/Council-Meeting-Videos; or
(3) In Person.

Persons wishing to offer public comment for this meeting may do so in one of the following ways:

(1) By directly addressing the City Council in person at the time(s) allotted on the agenda for such comment. Persons wishing to address the City Council in person are asked to fill-out a blue speaker card providing their name and indicating the specific agenda item(s) they wish to comment on or if they wish to speak during the portion of the agenda designated for comment on non-agendized matters. Speaker cards should be handed to the City Clerk or the Sergeant at Arms (a uniformed El Monte Police officer) before the City Council's approval of the agenda, if possible. The City Council shall be under no obligation to recognize a speaker who submits a speaker card on a particular agenda item after the City Council has completed its handling of the agenda item and has moved on to the next item of business on the agenda. Persons wishing to comment on closed session matters must submit their speaker card before the City Council goes into closed session. As members of the public are now free to attend City Council meetings in person, the City Council will no longer receive public comment by telephone.
(2) By submitting written comments, provided such written comments are received by the City Clerk at least 30 minutes prior to the posted meeting time. Written comments may be submitted via electronic mail at: cityclerk@elmonteca.gov. Written comments will be provided to members of the City Council and will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Persons submitting written comments are encouraged to identify the specific item(s) on the agenda their comment(s) relate to or whether they relate to non-agendized matters. **Written comments will not be read aloud.**

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

1. CALL TO ORDER: **6:02 p.m.**

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Jessica Ancona, Mayor/Chair – **present**
Alma D. Puente, Mayor Pro Tem/Authority Member – **present**
Martin R. Herrera, Councilmember/Authority Member – **present**
Victoria Martinez Muela, Councilmember/Authority Member – **present**
Dr. Maria Morales, Councilmember/Authority Member – **present**

3. APPROVAL OF AGENDA:

WITH THE FOLLOWING EDITS/CHANGES TO THE AGENDA:

Items 4.5 and 18D.5 have been pulled.

m) Mayor Ancona
s) Mayor Pro Tem Puente **5-0**

4. CLOSED SESSION:

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.).

Mayor Ancona invited members of the public to address the City Council on Closed Session Items 4.1 through 4.7 with the exception of Item 4.5.

Armando Herman – Spoke about Closed Session Items 4.1, 4.2, 4.6 and 4.7.

Mayor Ancona and the City Council recessed into Closed Session at approximately 6:11 p.m.

At approximately 7:07 p.m. Mayor Ancona announced that the City Council would reconvene the regular meeting shortly.

Mayor Ancona and the City Council reconvened from Closed Session at approximately 7:31 p.m.

Assistant City Attorney Richard Padilla reported out of Closed Session with respect to Item 4.1 through 4.7.

4.1 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation – Eric Garcia, et al., vs. City of El Monte, et al., United States District Court Case No. 2:21-CV-00460-CAS-PVC.

Presentation was provided to the City Council, feedback given by the City Council, but no final action taken.

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

Property Location:
11652 Garvey Ave, El Monte California

Name of Party City is Negotiating with:
Dahyabhai and Kanta Patel

City's Representative in Negotiations:
Alma K. Martinez, City Manager; Betty Donavanik, Community & Economic Development Director; Lloyd Pilchen, Assistant City Attorney.

Under Discussion:
Discussion of price and terms.

Presentation was provided to the City Council, feedback given by the City Council, but no final action taken.

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

Property Location:
11805 Valley Blvd, El Monte, California.

Name of Party City is Negotiating with:
Jeliben Patel.

City's Representative in Negotiations:
Alma K. Martinez, City Manager; Betty Donavanik, Community & Economic Development Director; Lloyd Pilchen, Assistant City Attorney.

Under Discussion:
Discussion of price and terms.

Presentation was provided to the City Council, feedback given by the City Council, but no final action taken.

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

Property Location:
MacLaren Hall Site, 4024 Durfee Avenue.

Name of Party City is Negotiating with:
County of Los Angeles

City's Representative in Negotiations:
Alma K. Martinez, City Manager; Betty Donavanik, Community & Economic Development Director; Lloyd Pilchen, Assistant City Attorney.

Under Discussion:
Discussion of price and terms.

Presentation was provided to the City Council, feedback given by the City Council, but no final action taken.

4.5 Closed Session Pursuant to Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated Litigation – One (1) Matter.

Item was pulled.

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

Presentation was provided to the City Council, feedback given by the City Council, but no final action taken.

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

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

City's Designated Negotiator: Adrianna Guzman, Designated Labor Negotiator in consultation with John Nguyen, Human Resources/Risk Management Director; and Alma K. Martinez, City Manager.

Presentation was provided to the City Council, feedback given by the City Council, but no final action taken.

OPEN SESSION PROCEEDINGS

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

5. INVOCATION: Esrom Lempao – Non-Denominational. **Absent**
Chaplain William Young – Non-Denominational.

6. FLAG SALUTE: City Council. **Mayor Ancona.**

7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:

7.1 Presentation by the City Council to the South El Monte Arts Posse (SEMAP) Bringing Muralism Back to the Valley.

Item continued to another meeting when the organization is present.

7.2 Presentation by the City Council Proclaiming the Month of October as Breast Cancer Awareness Month. **Councilmember Martinez Muela**

7.3 Presentation by the City Council Proclaiming the Month of October as Domestic Violence Awareness Month. **Councilmember Martinez Muela**

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.

Richard Thomas – Spoke about the Enterprise Fund Committee and the need to have the vacant seats filled by the Mayor and the City Council.

Pauline Casarez – Invited the Mayor and the City Council to the Day of the Dead (Día De Los Muertos) celebration.

Armando Herman – Spoke to Mark Ridley Thomas.

Mike Greenspan – Spoke about Mark Ridley Thomas.

Julio Ramirez – Spoke about the request for a State Audit.

Mun Tu – Spoke about domestic violence case that people are going through.

Cosme Jimenez – Spoke about the Los Angeles County Fire Department contract.

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

10. DEMAND RESOLUTION NO. D-652

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

THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES RESOLVE AS FOLLOWS: SECTION 1. That the attached list of claims and demands totaling $4,752,607.75 have been examined by the City Treasurer and that warrant numbers 1101336 through 1101739,

and the payroll ending September 30, 2021, inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

m) Mayor Pro Tem Puente
s) Mayor Ancona **5-0**

11. APPROVAL OF MINUTES: Special Meeting Minutes of February 27, 2021; Regular Meeting Minutes of August 17, 2021; Regular Meeting Minutes of September 7, 2021; Regular Meeting Minutes of September 21, 2021; and Special Meeting Minutes of September 30, 2021.

m) Mayor Ancona
s) Councilmember Martinez Muela **5-0**
with the edits to the Regular Meeting Minutes of August 17, 2021.

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.

Mike Greenspan – Spoke about Item 12.6.

Armando Herman – Spoke about Item 12.7 and Item 12.2.

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

m) Councilmember Herrera
s) Dr. Morales **5-0**

12.2 Approval for Second Reading of an Ordinance of the City Council of the City of El Monte Amending Title 3 (Revenue and Finance) Chapter 3.24 of the El Monte Municipal Code by Adding Section 3.24.041 (Recovered Organic Waste Product Procurement Policy) to Comply with SB 1383 Requirements to Incorporate Environmental Considerations into Purchasing Practices and Procurement.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Ratify the 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. 3005

m) Councilmember Herrera
s) Dr. Morales **5-0**

12.3 Approval for Second Reading of an Ordinance of the City Council of the City of El Monte Amending Title 8 of the City's Municipal Code to Comply with SB 1383 Requirements by Adding Chapter 8.21 Mandatory Organic Waste Disposal Regulations.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Ratify the 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. 3006

m) Councilmember Herrera
s) Dr. Morales **5-0**

12.4 Approval for Second Reading of an Ordinance Amending Title 9 (Public Peace, Morals and Welfare) of the El Monte Municipal Code to Add a New Chapter 9.01 (Targeted Residential Picketing) Establishing Distance Requirements for Targeted Residential Protests.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Ratify the 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. 3007

Mike Greenspan – Spoke about the item.

Armando Herman – Spoke about the item.

Cosme Jimenez – Spoke about the item.

m) Dr. Morales
s) Councilmember Herrera **3-2 (Mayor Ancona and Councilmember Martinez Muela No)**

12.5 Receive and File the City Clerk's Quarterly Listing of Contracts Filed in the City Clerk's Office Between July 1, 2021 and September 30, 2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file the report.

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

m) Councilmember Herrera
s) Dr. Morales **5-0**

12.6 Acceptance of Emergency Roofing Project for the Police Department Main Building as Complete and Approval of Request to File the Notice of Completion with the Los Angeles County Recorder's Office.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Accept the emergency Roofing Project for the Police Department Main Building as completed; and
2. File the Notice of Completion (NOC) with the Los Angeles County Recorder's Office.

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

m) Councilmember Herrera
s) Dr. Morales **5-0**

12.7 Approval of Recommendation to Reject All Bids Received on October 11, 2021 for the Installation of Low Voltage Data Wiring for the Homekey Budget Inn Project; and Authorize Staff to Re-Advertise and Publish the Notice of Inviting Bids.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve to reject all bids received on October 11, 2021 for the Installation of Low Voltage Data Wiring for the Homekey Budget Inn Project; and
2. Authorize staff to re-advertise and publish the Notice of Inviting Bids.

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

m) Councilmember Herrera
s) Dr. Morales **5-0**

13. PUBLIC HEARINGS:

13.1 A Public Hearing to Consider and Approve a Resolution Establishing a Fee Schedule for Participation in the El Monte Food Vendor Community Event.

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. Receive public comment;
5. Close the Public Hearing and commence deliberation;
6. Approve a Resolution establishing the fee schedule for participation in the El Monte Food Vendor Community Event; and
7. Approve the funding allocation from the General Fund in an amount not-to-exceed $94,991 to organize the El Monte Food Vendor Community Event.

Total Cost: $94,991 Account No: General Fund
Is the cost of this item budgeted? No

Resolution No. 10311

m) Mayor Ancona
s) Councilmember Martinez Muela **5-0**
Open P.H.

Armando Herman – Spoke about the item.

Mike Greenspan – Spoke about the item.

m) Mayor Ancona
s) Councilmember Martinez Muela **5-0**
Close P.H.

m) Mayor Pro Tem Puente
s) Councilmember Herrera **5-0**
Approve Item 6 and Item 7.

Break at 9:13 p.m.
Return at 9:25 p.m.

At 9:25 p.m.
m) Councilmember Martinez Muela
s) Mayor Ancona
Continue the meeting
until all items are completed
including Council Communications

Secondary Motion
m) Dr. Morales
s) Councilmember Herrera **4-1 (Councilmember Martinez Muela No)**
Extend the meeting to cover items
through 16.1

13.2 A Public Hearing to Consider and Approve an Ordinance Amending Title 2 (Administration and Personnel) of the El Monte Municipal Code by the Addition of a New Chapter 2.27 (Local Revolving Door Restrictions) to Establish Local Post-Government Lobbying Restrictions as Permitted Under Government Code Section 87406.3(C).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive the presentation of the City Attorney's Office;
3. Pose questions;
4. Receive public comment;
5. Pose closing questions and provide final comments;
6. Close Public Hearing; and
7. If it is the desire of the City Council, approve the attached Ordinance for first reading.

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

Ordinance No. 3008

m) Mayor Ancona
s) Councilmember Martinez Muela **5-0**
Open P.H.

Armando Herman – Spoke about City of Los Angeles.

Mike Greenspan – Spoke about the item.

m) Mayor Ancona
s) Councilmember Martinez Muela **5-0**
Close P.H.

m) Mayor Ancona
Receive and file

Break at 10:28 p.m.
Return at 10:33 p.m.

14. REGULAR AGENDA:

14.1 Consideration and Approval of a Resolution Approving the Fiscal Year 2020-2021 Consolidated Annual Performance Evaluation Report ("CAPER") to be Submitted to the U.S. Department of Housing and Urban Development.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt a Resolution approving the Fiscal Year 2020-2021 Consolidated Annual Performance Evaluation Report ("CAPER") to be submitted to the U.S. Department of Housing and Urban Development ("HUD"); and
2. Authorize the City Manager, or her designee to make all conforming modifications and edits and execute all implementing documents required by HUD and submit the CAPER to HUD.

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

Resolution No. 10312

Armando Herman – Spoke about HUD Housing.

Mike Greenspan – Spoke about high-cost housing.

m) Dr. Morales
s) Mayor Pro Tem Puente **5-0**

14.2 Consideration and Approval of a Revision to the City of El Monte Community Development Block Grant (CDBG) Policies and Procedures for the Commercial Façade Grant Program Amended Eligible Area Map.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:
1. Approve a revision to the City of El Monte Community Development Block Grant Policies and Procedures for the Commercial Façade Grant Program; and
2. Direct staff to submit the Program Policies and Procedures to the U.S. Department of Housing and Urban Development with the amended Program eligible area map.

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

Erika – In support of the expansion of the Commercial Façade Grant Program.

Armando Herman – Spoke about the item.

Mike Greenspan – Spoke about meal programs.

m) Mayor Ancona
s) Councilmember Martinez Muela 5-0

14.3 Receive and File the Parks, Recreation and Community Services Facility Rental Reopening Strategy; and Approve the American Rescue Plan Act Job Training Budget to Support Parks, Recreation and Community Services Programming.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file the Parks, Recreation and Community Services Department Facility Rental Reopening strategy; and
2. Approve the American Rescue Plan Act (ARPA) Job Training budget to support Parks, Recreation and Community Services Programming.

Total Cost: $5,093,733 Account No: TBD
$1,697,911 FY 2021-2022
$1,697,911 FY 2022-2023
$1,697,911 FY 2023-2024
Is the cost of this item budgeted? No

Armando Herman – Spoke about unrelated items.

Mike Greenspan – Indicated that the City is not spending the money properly.

Cosme Jimenez – Spoke about the item.

m) Councilmember Martinez Muela
s) Mayor Ancona
Table Item 14.3 to the
Next City Council meeting

Secondary Motion
m) Dr. Morales
s) Councilmember Martinez Muela **5-0**
Table Item 14.3 to the next
City Council meeting with two
conversations on shorter timeline
on opening up the facility and
staffing needs; larger conversation
around this other proposal of all
other staff

At 12:15 a.m.
m) Councilmember Martinez Muela
s) Mayor Ancona **2-3 (Mayor Pro Tem Puente, Councilmembers**
to adjourn the meeting **Herrera and Dr. Morales)**

15. CITY ATTORNEY'S AGENDA:

15.1 Overview of District Election Process and Process for Discontinuing the Elected Offices of City Treasurer and City Clerk and Direction from City Council Regarding Same.

Cosme Jimenez – Make a study related to this item.

Mike Greenspan – You have a right to an elected government.

Armando Herman – Spoke about item.

16. CITY MANAGER'S AGENDA:

16.1 Report on the Cost for the State of the City.

Mike Greenspan – Spoke of the State of the City address and indicated that the City should become a charter city.

Armando Herman – Spoke about item.

17. WRITTEN COMMUNICATIONS:

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Ancona

18A.1 Discussion on Job Fair with Local Unions and Building Trades.

18B. Mayor Pro Tem Puente

18B.1 Discussion on Policy Regarding Public Recognitions Including Awards and Certificates.

18B.2 Update Regarding Universal Income.

18C. Councilman Herrera

18C.1 Update on Attendance at Conferences of Independent Cities Association, California Contract Cities Association and the League of California Cities.

18D. Councilwoman Martinez Muela

18D.1 Discussion and Action Regarding a Resolution of the City Council Calling for a State Audit for High Risk Local Governments.

18D.2 Discussion Regarding City Sponsored Events for 2022.

18D.3 Discussion Regarding Human Resources Policies Regarding Whistleblower Complaints.

18D.4 Update of Funding for Project Homekey.

18D.5 Action Proclaiming October Domestic Violence Awareness Month and Breast Cancer Awareness Month.

18D.6 Community Update: The Walk to End Domestic Violence Hosted by Spiritt Family Services is Wednesday, October 27th from 5:00 p.m. to 7:30 p.m. at South El Monte City Hall. Join Us.

18E. Councilwoman Dr. Morales

18E.1 Update on Police Department's De-Escalation Training.

18E.2 Update on the Post Office Building.

18E.3 Update and Action on City Commission Nominees.

18E.4 Discussion on Citywide Climate Action Plan
- Green Jobs
- Alternative Sources of Energy/Fueling
- Overall Environmental Justice.

18E.5 Update on the Repairs at Fletcher "Fetch" Park.

19. ADJOURNMENT:

At 1:07 a.m
m) Mayor Ancona
s) Councilmember Martinez Muela
To adjourn the meeting.

The next Regular Meeting of the City Council will be held on **November 2, 2021** 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.

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

APPROVED:

_____
Jessica Ancona, Mayor
City of El Monte

APPROVAL OF MINUTES
EL MONTE CITY COUNCIL REGULAR MEETING
OF NOVEMBER 2, 2021

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

Members of the public wishing to observe the meeting may do so in one (1) of the following ways:

(1) Turn your TV to Channel 3; or
(2) City's website at http://www.elmonteca.gov/378/Council-Meeting-Videos; or
(3) In Person.

Persons wishing to offer public comment for this meeting may do so in one of the following ways:

(1) By directly addressing the City Council in person at the time(s) allotted on the agenda for such comment. Persons wishing to address the City Council in person are asked to fill-out a blue speaker card providing their name and indicating the specific agenda item(s) they wish to comment on or if they wish to speak during the portion of the agenda designated for comment on non-agendized matters. Speaker cards should be handed to the City Clerk or the Sergeant at Arms (a uniformed El Monte Police officer) before the City Council's approval of the agenda, if possible. The City Council shall be under no obligation to recognize a speaker who submits a speaker card on a particular agenda item after the City Council has completed its handling of the agenda item and has moved on to the next item of business on the agenda. Persons wishing to comment on closed session matters must submit their speaker card before the City Council goes into closed session. As members of the public are now free to attend City Council meetings in person, the City Council will no longer receive public comment by telephone.
(2) By submitting written comments, provided such written comments are received by the City Clerk at least 30 minutes prior to the posted meeting time. Written comments may be submitted via electronic mail at: cityclerk@elmonteca.gov. Written comments will be provided to members of the City Council and will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Persons submitting written comments are encouraged to identify the specific item(s) on the agenda their comment(s) relate to or whether they relate to non-agendized matters. **Written comments will not be read aloud.**

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

1. CALL TO ORDER: **6:02 p.m.**

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Jessica Ancona, Mayor/Chair – **present**
Alma D. Puente, Mayor Pro Tem/Authority Member – **present**
Martin R. Herrera, Councilmember/Authority Member – **present**
Victoria Martinez Muela, Councilmember/Authority Member – **present**
Dr. Maria Morales, Councilmember/Authority Member – **present**

3. APPROVAL OF AGENDA:

m) Councilmember Martinez Muela
s) Dr. Morales **5-0**

4. CLOSED SESSION:

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.).

Mayor Ancona invited members of the public to address the City Council on Closed Session Items 4.1 and 4.2.

Mayor Ancona and the City Council recessed into Closed Session at approximately 6:04 p.m. Mayor Ancona and the City Council reconvened from Closed Session at approximately 7:04 p.m.

Assistant City Attorney Richard Padilla reported out of Closed Session with respect to Item Nos. 4.1 and 4.2.

4.1 Closed Session Pursuant to Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated Litigation – One (1) Matter.

Questions were asked by the City Council, but no final action was taken.

4.2 Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – One (1) Matter.

Item was not considered by the City Council.

OPEN SESSION PROCEEDINGS

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

5. INVOCATION: City Council. **Chaplain Joseph Chen – I-Kuan Tao.**

6. FLAG SALUTE: City Council. **Mayor Ancona.**

7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:

7.1 Presentation by the City Council to the South El Monte Arts Posse (SEMAP) Bringing Muralism Back to the Valley. **Absent.**

7.2 Presentation by the City Council Proclaiming November 27, 2021 Small Business Saturday in El Monte. **Mr. Ken Rausch, El Monte/South El Monte Chamber of Commerce.**

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.

Armando Herman – Spoke about Mark Ridley Thomas.

Mike Greenspan – Spoke about Mark Ridley Thomas.

Elizabeth Christy – Here to talk to the City Council about La Madera Community Garden and the need to work in collaboration with the Public Works Department to assist them with the green waste at the Garden.

Andrew Meyers – Here to speak about two potential sites in the City of El Monte for affordable housing development projects.

Cosme Jimenez – Spoke about Item No. 16.1 and the State of the City budget.

Irma Zamorano – Spoke about First Amendments of the community being under attack.

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

10. DEMAND RESOLUTION NO. D-653

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

THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES RESOLVE AS FOLLOWS: SECTION 1. That the attached list of claims and demands totaling $3,724,313.08 have been examined by the City Treasurer and that warrant numbers 1101740 through 1102007, inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

m) Mayor Pro Tem Puente
s) Mayor Ancona **5-0**

11. APPROVAL OF MINUTES: **No material submitted.**

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

m) Dr. Morales
s) Mayor Pro Tem Puente 5-0

12.2 Approval of Recommendation to Accept the Valley/Ramona Intersection Improvement Project, CIP No. 805 as Complete and Authorize Staff to File the Notice of Completion with the Los Angeles County Recorder's Office.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and accept the Valley/Ramona Intersection Improvement Project, CIP No. 805 as complete and authorize staff to file the Notice of Completion with the Los Angeles County Recorder's Office; and
2. Authorize staff to release the retention 35 days after acceptance by the City Council.

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

m) Dr. Morales
s) Mayor Pro Tem Puente 5-0

Break at 9:04 p.m.
Return at 9:10 p.m.

13. PUBLIC HEARINGS:

13.1 A Public Hearing to Consider and Approve a Resolution to Approve the Full Cost Analysis of User Fees and Development Impact Fees Prepared by Willdan Financial Services and Amend and Augment the City of El Monte Fee Schedule.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the Public Hearing;
2. Receive brief presentation from City staff and pose questions to City staff;
3. Receive public comment, if any;
4. Close the public hearing; and
5. Approve the attached Resolution approving the full cost analysis of user fees and development impact fees and the amendment and augmentation of the City of El Monte Fee Schedule.

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

Resolution No. 10313

m) Mayor Ancona
s) Councilmember Martinez Muela **5-0**
Open P.H.

Armando Herman – Did not speak on the item.

m) Mayor Ancona
s) Mayor Pro Tem Puente **5-0**
Close P.H.

m) Dr. Morales
s) Councilmember Herrera **4-1 (Councilmember Martinez Muela No)**
Resolution No. 10313

9:34 p.m.
m) Mayor Ancona
s) Dr. Morales **5-0**
Extend the meeting through the end of Item 14.6 and Item 15.1 bring to the next City Council meeting

14. REGULAR AGENDA:

14.1 Consideration and Approval of Amendment No. 1 to the Professional Service Agreement with Alta Planning + Design, Inc. to Develop a Traffic Calming Plan with Class IV Bike Lanes for the Parkway Drive and Denholm Drive Project, CIP No. 001 and the Merced Avenue Project, CIP No. 003.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve Amendment No. 1 to the Professional Services Agreement with Alta Planning + Design, Inc. to increase the original amount of $216,352 by $130,939 for a new total not-to-exceed amount of $347,191 to Develop a Traffic Calming Plan with Class IV Bike Lanes for Parkway Drive and Denholm Drive CIP No. 001;
2. Consider and approve Amendment No. 1 to the PSA with Alta to increase the original amount of $315,710 by $54,477 for a new total not-to-exceed amount of $370,187 to Develop a Traffic Calming Plan with Class IV Bike Lanes for Merced Avenue CIP No. 003; and
3. Authorize the City Manager, or her designee, to execute Amendment No. 1 to both of the PSAs with Alta.

Total Cost: $185,416
Is the cost of this item budgeted? Yes

Account No: 225-67-003-8221 - $ 54,477
225-67-001-8221 - $130,939

m) Councilmember Martinez Muela
s) Dr. Morales **5-0**

14.2 Consideration and Approval to Purchase a New Vactor Truck and Spyder Manhole Inspection Device from Plumber's Depot for a Not-to-Exceed Amount of $622,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the purchase of a new Vactor truck and a Spyder manhole inspection device from Plumber's Depot for a not-to-exceed amount of $622,000 for the Wastewater Division.

Total Cost: $622,000
Is the cost of this item budgeted? Yes

Account No: 650-67-693-8132
Sewer Fund

m) Mayor Ancona
s) Dr. Morales **5-0**

14.3 Consideration and Approval of a Resolution of the City Council of the City of El Monte, California, Extending the Life of Certain Temporary Advisory Ad Hoc Committees Subject to Any Other Modifications and/or Discontinuing Certain Ad Hoc Committees or Converting Them Into Standing Committees of the City Council.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive brief presentation and overview;
2. Pose questions;
3. Discuss and deliberate regarding whether to extend certain ad hoc committees; discontinue certain committees; convert certain committees into standing committees subject to the Brown Act and/or make such other modifications as the City Council deems necessary or desirable;
4. Move to approve attached resolution subject to direction/amendments of the City Council.

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

Resolution No. 10314

Make the Development Ad Hoc, Fiscal Ad Hoc, and Parks & Recreation Ad Hoc Committees into Standing Committees

Extend the Street Vendor Ad Hoc, Human Relations Ad Hoc, and the Ethics Task Force Ad Hoc Committees

m) Mayor Ancona
s) Councilmember Martinez Muela 5-0

14.4 Receive and File the Parks, Recreation and Community Services Facility Rental Reopening Plan; and Approve the Allocation of $87,000 of General Fund Monies to Support the Reopening of the Grace T. Black Auditorium in December 2021; or Approve the Allocation of $226,000 of General Fund Monies to Support Reopening of All Facility Private Rentals with the Exception of the El Monte Aquatic Center.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file the Parks, Recreation and Community Services Department Facility Rental Reopening Plan;
2. Approve the allocation of $87,000 to support the reopening, effective December 1, 2021 of the Grace T. Black Auditorium exclusively; or
3. Approve the allocation of $226,000 to support the reopening, effective December 1, 2021 of the Grace T. Black Auditorium and the reopening of the Jack Crippen Senior Center Multipurpose Room, Lambert Park Auditorium, Mountain View Multipurpose

Room and Zamora Multipurpose Room effective January 1, 2022 Private Facility Rentals.

Total Cost: $ 87,000 or $226,000 Account No: 100-56-563
Is the cost of this item budgeted? No

m) Dr. Morales
s) Mayor Pro Tem Puente **5-0**

14.5 Consideration and Approval of a Guaranteed Income Pilot Program Utilizing American Rescue Plan Act Funds.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Guaranteed Income pilot program utilizing American Rescue Plan Act funds to provide guaranteed income of $500 per month to 100 eligible residents for a term of one year; and
2. Authorize the City Manager, or her designee, to execute all documents related to this pilot program.

Total Cost: $600,000 Account No: American Rescue Plan Act (ARPA) Funds
Is the cost of this item budgeted? No

Item was tabled.

14.6 Nomination, consideration and approval of nominee(s) to fill one or more existing vacancies to the Enterprise Fund Committee subject to Government Code Section 40605.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council receive, consider and vote on nomination(s) in accordance with Government Code Section 40605 to fill one or more of the existing vacancies by the following individuals:

1. _____
2. _____

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

m) Mayor Ancona
s) Councilmember Martinez Muela **5-0**
Appoint Mr. Charles Hoffman

15. CITY ATTORNEY'S AGENDA:

15.1 Continuation of Overview of District Election Process and Process for Discontinuing the Elected Offices of City Treasurer and City Clerk and Direction from City Council Regarding Same.

Tabled to the next meeting.

16. CITY MANAGER'S AGENDA:

16.1 Consideration, Discussion, and Approval of Location, Date and Budget Allocation for the 2021 State of the City Address.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve one of the two (2) proposed locations considering budget allocation of $2,810 or $4,458 and dates available to host the 2021 State of the City; as well as direct staff to begin organizing, planning and scheduling of event.

Total Cost: $2,810 Account No: 100-22-2288
$4,458
Is the cost of this item budgeted? No

State of the City to take place on Saturday, November 20, 2021 at 9:00 a.m. at the Grace T. Black Auditorium.

16.2 Update on Fletcher "Fetch" Park.

Updated provided by Public Works Director Salvador Mendez.

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

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Ancona

18A.1 Discussion on Job Fair with Local Unions and Building Trades.

Put together a Job Fair in the Spring.

18A.2 Discussion of Nomination for Appointment to the Enterprise Fund Committee.

This item is on the agenda.

18B. Mayor Pro Tem Puente

18B.1 Discussion on Policy Regarding Public Recognitions Including Awards and Certificates.

Have staff research policies followed by other cities. Bring back best practices as to what other cities do regarding recognitions including awards and certificates. This could be provided under the City Manager's Agenda.

18B.2 Update Regarding Universal Income.

This item is on the agenda.

18C. Councilman Herrera

18C.1 Update on Attendance at Conferences of Independent Cities Association, California Contract Cities Association and the League of California Cities.

Councilmember Herrera provided verbal update. Councilmember Herrera will be submitting a written report to the City Clerk's Office by the end of the week so if anyone would be interested in this it will be available to the public.

18D. Councilwoman Martinez Muela

Request for State Audit. Spoke about City Sponsored Events.

Staff to provide the City Council with a calendar of the City sponsored events.

Requested information regarding HR policies on whistleblower complaints. The City Attorney's Office to present a presentation to the City Council regarding this matter under the City Attorney's Agenda.

Update regarding the funding for the Homekey Projects.

18E. Councilwoman Dr. Morales

18E.1 Update on Police Department's De-Escalation Training.

Updated provided by Chief of Police David Reynoso.

18E.2 Update on the Post Office Building.

pdate provided by Public Works Director Salvador Mendez. Staff will continue to work with the Post Office staff to improve any issues.

Staff to provide additional update at a future meeting.

18E.3 Update and Action on City Commission Nominees.

Request that this item be considered prior to the end of the year.

18E.4 Discussion on Citywide Climate Action Plan

- Green Jobs
- Alternative Sources of Energy/Fueling
- Overall Environmental Justice.

Have staff come back at the next City Council meeting to provide a potential date and time for a study session/workshop to discuss this matter.

18E.5 Update on the Repairs at Fletcher "Fetch" Park.

Update was provided previously by Public Works Director Salvador Mendez.

19. ADJOURNMENT: **Adjourn in Memory of Mayor Brian Urias; Adjourn in Memory of Mr. Edward Salazar; and Adjourn in Memory of Mr. Luis Garcia.**

m) Mayor Ancona
s) Dr. Morales
Adjourn meeting at 10:43 p.m.

The next Regular Meeting of the City Council will be held on **November 16, 2021** 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.

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

APPROVED:

_____
Jessica Ancona, Mayor
City of El Monte

APPROVAL OF MINUTES
EL MONTE CITY COUNCIL REGULAR MEETING
OF NOVEMBER 16, 2021

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

Members of the public wishing to observe the meeting may do so in one (1) of the following ways:

(1) Turn your TV to Channel 3; or
(2) City's website at http://www.elmonteca.gov/378/Council-Meeting-Videos; or
(3) In Person.

Persons wishing to offer public comment for this meeting may do so in one of the following ways:

(1) By directly addressing the City Council in person at the time(s) allotted on the agenda for such comment. Persons wishing to address the City Council in person are asked to fill-out a blue speaker card providing their name and indicating whether they wish to address the Council on an item(s) of business appearing under (i) the Closed Session portion of the agenda; (ii) the Public Hearing portion of the agenda; (iii) any item of business appearing under any other portion of the agenda; and/or (iv) a non-agendized matter that is within the subject matter jurisdiction of the City Council. Speaker cards should be submitted to the City Clerk or the Sergeant at Arms (a uniformed El Monte Police Officer) before the City Council's approval of the agenda, if possible. As members of the public are free to attend City Council meetings in person, the City Council does not receive public comment by telephone or internet-based service. 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 matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.). 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 for the record. Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons. All comments or queries presented by a speaker shall be addressed to the City Council as a body and not to any specific member thereof. No questions shall be posed to any member of the City Council except through the presiding official of the meeting, the Mayor and/or Chair. 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 City 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.

(2) By submitting written comments, provided such written comments are received by the City Clerk at least 30 minutes prior to the posted meeting time. Written comments may be submitted via electronic mail at: cityclerk@elmonteca.gov. Written comments will be provided to members of the City Council and will be entered into the record of the

proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Persons submitting written comments are encouraged to identify the specific item(s) on the agenda their comment(s) relate to or whether they relate to non-agendized matters. Written comments will not be read aloud.

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.

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

1. CALL TO ORDER: **6:02 p.m.**

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Jessica Ancona, Mayor/Chair – **absent**
Alma D. Puente, Mayor Pro Tem/Authority Member – **present**
Martin R. Herrera, Councilmember/Authority Member – **present**
Victoria Martinez Muela, Councilmember/Authority Member – **present**
Dr. Maria Morales, Councilmember/Authority Member – **present**

3. APPROVAL OF AGENDA:

m) Mayor Pro Tem Puente
s) Dr. Morales **4-0 (Mayor Ancona absent)**
Move Item 14.6 to the beginning of the meeting after the Public Comment Section

4. CLOSED SESSION:

The City Council and the various legislative 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(s) 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 single speaker time allotment of 3 continuous minutes total per speaker to address the Council on any or all closed session items of business.

Mayor Pro Tem Puente invited members of the public to address the City Council on Closed Session Items 4.1 through 4.3.

Mayor Pro Tem Puente and the City Council recessed into Closed Session at approximately 6:05 p.m. Mayor Pro Tem Puente and the City Council reconvened from Closed Session at approximately 7:23 p.m.

Assistant City Attorney Richard Padilla reported out of Closed Session with respect to Item Nos. 4.1 and 4.2.

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

Property Location:
11448 Lee Lane, El Monte, California

Name of Party City is Negotiating with:
Neighborhood Housing Partners (SGV Habitat for Humanity)

City's Designated Negotiators:
Alma Martinez, City Manager; Betty Donavanik, Community and Economic Development Director; Jason Mikaelian, Community and Economic Deputy Director; and Lloyd Pilchen, Assistant City Attorney

Under Discussion:
Both Price and Terms.

Various presentations were provided to the City Council, questions posed, feedback given but no final action.

4.2 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Existing Litigation – Garcia v. El Monte, USDC Case No. 2:21-CV-00460-CAS-PVC.

Various presentations were provided to the City Council, questions posed, feedback given but no final action.

4.3 Closed Session Pursuant to Government Code Section 54956.9(d) (4) – Conference with Legal Counsel – Anticipated Litigation – One (1) Matter.

Various presentations were provided to the City Council, questions posed, feedback given but no final action.

OPEN SESSION PROCEEDINGS

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

5. INVOCATION: City Council. **Mayor Pro Tem Puente**

6. FLAG SALUTE: City Council. **Mayor Pro Tem Puente**

7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:

7.1 Presentation by the City Council Proclaiming the Week of November 14 thru November 20, 2021 United Against Hate Week. **Absent**

8. GENERAL PUBLIC COMMENT:

This time has been set aside for members of the public to directly address the City Council on agendized items of business (other than those agendized as public hearing or closed session items) or on any other item of interest to the speaker that is within the subject matter jurisdiction of the City Council, the Housing Authority, the Financing Authority and/or the Water Authority (collectively, the "Council"). Each speaker will be limited to a single allotment of three (3) continuous minutes total to address the Council on any or all matters covered by this section. As explained more specifically under the Public Hearing portion of this agenda, members of the public wishing to offer comment on items of business agendized under the Public Hearing portion of the agenda shall have a separate allotment of three (3) continuous minutes per speaker per public hearing item. Except as otherwise provided under the Brown Act (Gov. Code Section 54950 et seq.), the Council may not deliberate or take action upon any matter not listed on this posted agenda but may order that any such matter be placed on the agenda for a subsequent meeting. The Council may also direct staff to investigate certain matters for consideration at a future meeting.

Alicia de Los Reyes – Ambassador Scout with Girl Scout Troop 8841. Spoke about the Gold Award project which she just completed. Invited everyone to visit www.elmontehistory.org for a virtual visit of the El Monte Historical Museum.

Steve Koffroth – Chief Negotiatior with SEIU Local 721. Here to speak in support of Item 14.6. The members have ratified the agreements overwhelmingly.

Julio Ramirez – Spoke about Item 12.2 and how the City needs to continue with Covid restrictions. Also spoke about the need for a State Audit.

Mary Ann Powers – Spoke about the restriction of three minutes for public comments because people show up to the City Council meetings and they are vulgar. Spoke about the fact that nothing is being done about the street vendors.

Jane Myring – Glad to be back and understand that we don't have to listen to that person felt as though my rights were being infringed on. Hopes that the City opens up even more. Had a good time during Halloween. Went to Henry Velasco's memorial and didn't see anyone from the City there.

Gabriel Ramirez – Why did the City have a Councilmember from Downey at the meeting even though there was no conflict of interest. Spoke about Item 12.2 on the agenda.

Cosme Jimenez – Spoke about an audit done in 2015 and 2014. Spoke about the difference between a state audit and an audit by the Contracted Auditors.

Cathi Eredia – Spoke about Meals-on-Wheels. DEMBA will be collecting toys and canned food on December 4th at the Norms parking lot for ERA. Thanked Aly on behalf of the El Monte Historical Society for creating their website.

Richard Thomas – Spoke about the Water Lease Management Agreement and the Water Lease Agreement.

Irma Zamorano – Would like to find out why the City Attorney's Office is making so much money? Also spoke about Item 12.2 and what pandemic guidelines are going to be followed.

Alisha Lopez – Spoke about Day One and Love Your Lungs Coalition's concern regarding secondhand smoke in open door areas.

Written Comments:

Evangelica Child – Wanted to provide an update on our efforts to reduce underage drinking in the city. The return of Project Sticker Shock outreach to alcohol retailers has been going well. In the past month we have placed over 300 "warning" stickers in 3 liquor stores and have placed stickers on the front doors and fridge doors of many liquor stores. We hope that as we reach out to more store owners and support grows, residents will see them across the city.

Celeste Arellano – I am writing to express my desire for our beautiful City of El Monte to be smoke-free. I am part of the local coalition called Love Your Lungs where we learn about the harms of secondhand smoke and how we can help make El Monte a healthier

city. I am urging the El Monte City Council to consider a smoke-free outdoor areas ordinance to reduce secondhand smoke exposure in our community.

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

10. DEMAND RESOLUTION NO. D-654

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

THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES RESOLVE AS FOLLOWS: SECTION 1. That the attached list of claims and demands totaling $4,083,329.96 have been examined by the City Treasurer and that warrant numbers 1102008 through 1102404, and the payroll period October 1, 2021 through October 15, 2021 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

m) Mayor Pro Tem Puente
s) Dr. Morales **4-0 (Mayor Ancona absent)**

11. APPROVAL OF MINUTES: **No material submitted.**

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

m) Councilmember Herrera
s) Mayor Pro Tem Puente **4-0 (Mayor Ancona absent)**

12.2 Request to Serve/Sell Wine and "Spirits" Liquor at the Grace T. Black Auditorium.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council consider and approve the request to serve/sell alcohol at the Grace T. Black Auditorium.

Organization	**Event**	**Date**
El Monte Promise Foundation (Grace T. Black Auditorium)	Annual Tamalada Fundraiser (Attendance 300)	Thursday, December 9, 2021 5:30 p.m. – 8:00 p.m.

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

m) Councilmember Herrera
s) Mayor Pro Tem Puente **4-0 (Mayor Ancona absent)**

12.3 Approval of Request to Accept the Neveda-Bodger Water Main Improvement Project, CIP No. 014 as Complete and Authorize Staff to File the Notice of Completion with the Los Angeles County Recorder's Office.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and accept the Nevada-Bodger Water Main Improvement Project CIP No. 014 as completed; and
2. Authorize staff to file the Notice of Completion with the Los Angeles County Recorder's Office.

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

m) Councilmember Herrera
s) Mayor Pro Tem Puente **4-0 (Mayor Ancona absent)**

12.4 Approval of Request to Authorize the City Manager to Sell or Otherwise Dispose of City Property in the Form of Public Works Department Vehicles and Equipment.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Authorize the City Manager to exercise the sale or otherwise dispose of City property in the form of Public Works Department vehicles and equipment.

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

m) Councilmember Herrera
s) Mayor Pro Tem Puente **4-0 (Mayor Ancona absent)**

12.5 Approval of Request to Issue a Request for Proposals for Tenant and Operator for the City-Owned Property Located at 11357 Valley Boulevard (Formerly Goody's Restaurant).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve staff's request to issue a Request for Proposals for tenant and operator for the City-owned property located at 11357 Valley Boulevard, El Monte, CA 91731; and
2. Authorizes the City Manager, or her designee, to execute all documents related to issuance of the RFP.

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

m) Councilmember Herrera
s) Mayor Pro Tem Puente **4-0 (Mayor Ancona absent)**

13. PUBLIC HEARINGS: **No material submitted.**

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

[No Public Hearing Items Agendized for this Council meeting]

14. REGULAR AGENDA:

14.1 Receive and File the Financial Report for the Fiscal Year Ended June 30, 2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file the Financial Report for the City of El Monte for the Fiscal Year ended June 30, 2021.

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

m) Councilmember Martinez Muela
s) Dr. Morales **4-0 (Mayor Ancona absent)**

14.2 Consideration and Approval of a Contract Service Agreement with T.J. Janca Construction, Inc. to Repair and Remodel the Fletcher Park Playground for a Not-to-Exceed Amount of $142,256.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Contract Service Agreement with T.J. Janca Construction, Inc. to repair and remodel the Fletcher Park playground for a not-to-exceed amount of $142,256; and
2. Authorize an increase in appropriation in the amount of $38,027 in the Community Block Grant Fund (220) for the Fiscal Year 2021-2022 budget to expenditure account number 220-67-034-8116; and
3. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with T.J. Janca Construction, Inc.

Total Cost: $142,256 Account No: 220-67-034-8116 – CDBG
Is the cost of this item budgeted? Yes

m) Councilmember Herrera
s) Dr. Morales **4-0 (Mayor Ancona absent)**

14.3 Consideration and Approval of a Professional Services Agreement for MKN & Associates to Provide Technical and Preparation Services for the Urban Water Master Plan and the Water Master Plan for a Not-to-Exceed Amount of $182,490.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement with MKN & Associates to provide technical and preparation services for the Urban Water Master Plan and the Water Master Plan for a not-to-exceed amount of $165,900 plus a ten percent (10%) contingency of $16,590 for a total not-to-exceed amount of $182,490; and
2. Authorize the City Manager, or her designee, to execute the Agreement with MKN & Associates.

Total Cost: $182,490 Account No: 600-67-677-6111
Is the cost of this item budgeted? Yes Water Authority Fund

m) Mayor Pro Tem Puente
s) Dr. Morales **4-0 (Mayor Ancona absent)**

14.4 Consideration and Approval of a Guaranteed Income Pilot Program Utilizing American Rescue Plan Act Funds.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Guaranteed Income pilot program utilizing American Rescue Plan Act (ARPA) funds to provide guaranteed income of $500 per month to 100 eligible residents for a term of one year; and
2. Authorizes the City Manager, or her designee, to execute all documents related to this pilot program.

Total Cost: $600,000 Account No: TBD – ARPA Funds
Is the cost of this item budgeted? No

At 9:37 p.m.
m) Councilmember Martinez Muela
s)
To extend the meeting past 10:00 pm
and allow up to 3 minutes for Council Communications
m) Dr. Morales
s) Mayor Pro Tem Puente **4-0 (Mayor Ancona absent)**
To end the meeting at 10:00 pm

m) Councilmember Herrera
s) Dr. Morales **4-0 (Mayor Ancona absent)**
To refer to a Guaranteed Income
Ad Hoc and have Mayor Pro Tem
and Councilmember Herrera serve
on that Ad Hoc

m) Mayor Pro Tem Puente
s) Councilmember Martinez Muela
Receive and file the report and
refer to the ad hoc committee
for further analysis and questions
of staff

14.5 Consideration and Approval of a Resolution Authorizing an Additional Affordable Rental Housing Loan to El Monte Metro Family Housing, LP, and Approving Amendments to the 2020 Amended and Restated Disposition Development and Affordable Rental Housing Loan Agreement, 2020 HOME FH Note, HOME FH Deed of Trust, and 2020 HOME Regulatory Agreement for the El Monte Metro Family Housing Project.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt a Resolution authorizing an additional Affordable Rental Housing Loan of HOME Program funds to El Monte Metro Family Housing, LP, in the amount of $500,000; and approving amendments to the 2020 Amended and Restated Disposition Development and Affordable Rental Housing Loan Agreement, 2020 HOME FH Note, HOME FH Deed of Trust, and 2020 HOME Regulatory Agreement for the El Monte Metro Family Housing Project.

Total Cost: $500,000 Account No: HOME Funds
Is the cost of this item budgeted? Yes
Resolution No. 10315

m) Councilmember Herrera
s) Mayor Pro Tem Puente **4-0 (Mayor Ancona absent)**

14.6 Consideration and Approval of Side Letter #3 to the 2019-2022 Memorandum of Understanding with the Service Employees International Union, Local 721 - General Unit and General Mid-Management Unit, Effective November 3, 2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve Side Letter #3 with the Service Employees International Union, Local 721 - General Unit ("GU") and General Mid-Management Unit ("GMMU") to the current July 1, 2019 through December 31, 2022, Memorandum of Understanding ("MOU"), effective November 3, 2021.

Total Cost: $736,605 Account No: Various
Is the cost of this item budgeted? No

m) Councilmember Martinez Muela
s) Councilmember Herrera **4-0 (Mayor Ancona absent)**

14.7 Consideration and Approval of a Resolution Regarding Paying and Reporting the Value of Employer Paid Member Contributions to the California Public Employees' Retirement System.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution regarding paying and reporting the value of EMPC to CalPERS, effective January 1, 2021, January 1, 2022, and January 1, 2023.

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

Resolution No. 10316

m) Dr. Morales
s) Mayor Pro Tem Puente **4-0 (Mayor Ancona absent)**

14.8 Consideration and Approval of a Resolution Updating and Amending the City of El Monte Executive Benefits Profile and Repealing Resolution No. 10197.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the attached Resolution updating and amending the City of El Monte Executive Benefits Profile and repealing Resolution No. 10197.

Total Cost: $122,000 Account No: Various
Is the cost of this item budgeted? No

Resolution No. 10317

At 10:02 pm
m) Councilmember Martinez Muela
s)
Move to adjourn the meeting

Councilmember Martinez Muela left the meeting at 10:04 p.m.

m) Dr. Morales
s) Councilmember Herrera **3-0 (Mayor Ancona and Councilmember**
Motion to reconsider ending the meeting past 10:00 pm **Martinez Muela absent)**

m) Dr. Morales
s) Mayor Pro Tem Puente **3-0 (Mayor Ancona and Councilmember**
Motion to continue the meeting to go over Items 14.8 and 14.9 and then adjourn the meeting. **Martinez Muela absent)**

m) Dr. Morales
s) Councilmember Herrera — **3-0 (Mayor Ancona and Councilmember Martinez Muela absent)**

14.9 Consideration and Approval of a Resolution Updating the Citywide Classification and Compensation Plan and Repealing and Replacing Resolution No. 10295.

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 November 16, 2021 (Exhibits A through D of the attached Resolution);
   - Effective January 1, 2022 (Exhibits E through G of the attached Resolution).

Total Cost: $1,403,300 Account No: Various
Is the cost of this item budgeted? Yes

Resolution No. 10318

m) Mayor Pro Tem Puente
s) Councilmember Herrera — **3-0 (Mayor Ancona and Councilmember Martinez Muela abent)**

15. CITY ATTORNEY'S AGENDA:

15.1 Continuation of Overview of District Election Process and Request for Direction from Council Regarding Same.

16. CITY MANAGER'S AGENDA: **No material submitted.**

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

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Ancona

18B. Mayor Pro Tem Puente

18C. Councilman Herrera

18D. Councilwoman Martinez Muela

18D.1 Discussion and More Evidence in Support of a Resolution of the City Council Calling for a State Audit for High Risk Local Governments.

18D.2 Discussion and Direction to Administration Regarding Media Inquiries.

18D.3 Discussion Regarding Human Resources Policies Regarding Whistleblower Complaints.

18D.4 Update on Funding for Project Homekey.

18D.5 Discussion on Diversity, Equity and Inclusion Policies Supporting EMPD, Administration and Staff.

18D.6 Discussion and Action on Scheduling Workshops and Meetings Including ARPA Budget, City Sponsored Events and Adhocs.

18D.7 Discussion on Retirements, Succession Planning and Hiring Open Positions.

18E. Councilwoman Dr. Morales

19. ADJOURNMENT:

At 10:08 pm
m) Mayor Pro Tem Puente
s) Dr. Morales
Adjourn to an Adjourned Regular Meeting on Tuesday, December 14, 2021 foregoing the December 7, 2021 City Council meeting.

The next Regular Meeting of the City Council will be held on **December 7, 2021** 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.

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

APPROVED:

_____
Jessica Ancona, Mayor
City of El Monte

CITY OF EL MONTE

CITY MANAGER'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 4, 2021

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

Dear Mayor and City Council:

CONSIDERATION AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE CANCELLING ITS REGULARLY SCHEDULED MEETING OF DECEMBER 21, 2021 AND THE RESCHEDULING OF THE JANUARY 2022 MEETINGS TO JANUARY 11, 2022 AND JANUARY 25, 2022

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and adopt a Resolution of the El Monte City Council to cancel the regularly scheduled meeting of December 21, 2021 and the rescheduling of the January 2022 meetings to January 11, 2022 and January 25, 2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

It is requested that the City Council cancel the regularly scheduled meeting of December 21, 2021, for the purpose of accommodating the anticipated vacation schedules for City staff.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is customary for City Councils to "go dark" during the holidays to accommodate staff vacation schedules. There will be no disruption to City operations as all warrants will be reviewed by a designee of the City Council and paid during the month of December. The same warrants will be submitted for formal approval by the City Council at its regularly adjourned meeting of January 11, 2022.

CONCLUSION

It is requested that the City Council approve the attached Resolution approving the cancellation of its regularly scheduled meeting of December 21, 2021, and the rescheduling of the January 2022 meetings to January 11, 2022, and January 25, 2022.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

Attachment:
1. Resolution

DATE: DECEMBER 14, 2021
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, CANCELLING THE REGULAR CITY COUNCIL MEETING OF DECEMBER 21, 2021, AND RESCHEDULING THE JANUARY 2022 MEETINGS TO JANUARY 11, 2022 AND JANUARY 25, 2022

WHEREAS, the scheduling of meetings of the El Monte City Council ("City Council") during the holidays presents significant challenges in light of the fact that employees and officials of the City of El Monte ("City") tend to use the month of December and early January to schedule holiday vacations; and

WHEREAS, competing vacation schedules can often leave City staff shorthanded when it comes to preparing all of the materials that are required to be prepared for bi-weekly meetings of the City Council; and

WHEREAS, the difficultly in coordinating vacation schedules also runs the risk that certain meetings of the City Council may lack a quorum; and

WHEREAS, the City can overcome the difficulties associated with accommodating competing vacation schedules by cancelling the last regular meeting of the month of December 2021; and rescheduling the January 2022 meetings to January 11, 2022 and January 25, 2022.

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.

SECTION 2. Pursuant to Government 54955, the City Council hereby adjourns its Regular Meeting of Tuesday, December 14, 2021 to an Adjourned Regular Meeting to be held Tuesday, January 11, 2021 at 6:00 pm. It is also the intent of the City Council that the Adjourned Regular Meeting of January 11, 2022 shall itself be adjourned to a second Adjourned Regular Meeting to be held Tuesday, January 25, 2022 at 6:00 pm. The City Council Regular Meetings routinely scheduled for December 21, 2021, January 4, 2022 and January 18, 2022 are hereby cancelled. The foregoing notwithstanding, the City Clerk shall publish and post agendas for the two (2) Adjourned Regular Meetings, referenced above, no less than 72 hours prior to the start of each such meeting. The City Clerk shall give and post all such notice as may be required under Government Code Section 54955.

SECTION 3. To the limited extent permitted under Government Code Section 53910 and Government Code Section 37208-37209, the Finance Director, during the month of December 2021, 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 December 2021, provided that such expenditures are authorized under the City's Fiscal Year 2021-2022 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 Adjourned Regular meeting on January 11, 2022.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of El Monte at its adjourned regular meeting on this 14th of December, 2021.

_____
Jessica Ancona, 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 held on this 14th day of December 2021, 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

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 6, 2021

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF AN INCREASE TO THE PURCHASE ORDER WITH ROADLINE PRODUCTS, INC.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve an increase to the Purchase Order with Roadline Products, Inc. by $15,000 for a new not-to-exceed Purchase Order amount of $55,000.

BACKGROUND

The City Council approved a Purchase Order for Roadline Products, Inc. at the September 7, 2021, City Council meeting to purchase street paint and street paint materials for Fiscal Year 2021-2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Staff has increased the amount of street painting in the City, which includes curb painting, school zone painting, and street legend painting. With the addition of new bike lanes and bike lane street legends, new stencils for new legend standards, additional striping curb painting, additional safety materials needed (reflectors, pucks, etc.), and plans to continue work at current volumes, additional funding will be needed in the Purchase Order.

FISCAL IMPACT/FINANCING

The Public Works Division has the $15,000 available for additional funding using funds from the Measure M, Signs and Striping, Materials & Supply Account Number 225-67-682-6211.

CONCLUSION

Staff recommends that the City Council approve an increase to the Purchase Order with Roadline Products, Inc. by $15,000 for a new not-to-exceed Purchase Order amount of $55,000.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

DATE: DECEMBER 14, 2021
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 DECEMBER 14, 2021

December 6, 2021

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 PROPOSITION 68 SUBRECIPIENT GRANT AGREEMENT BETWEEN THE CITY OF EL MONTE AND THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a Resolution authorizing the execution of the Proposition 68 Sub-Recipient Grant Agreement (Agreement) for the San Gabriel Basin Regional Groundwater Remediation Program between the City of El Monte (the "City") and the San Gabriel Basin Water Quality Authority (WQA);

2. Accept the receipt of eligible project operations and activities reimbursement costs to the Water Fund (600) for operations and maintenance and future Capital Improvement Projects (CIP) from WQA;

3. Approve of signage at Well 2A, Well 12, and the EMOU "Funding for this Project has been provided in full or in part by Proposition 68 – the California, Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 through an agreement with the State Water Resources Control Board."; and

4. Authorize the use of the reimbursement funds for Operations and Maintenance (O&M) and future CIPs once funds are received.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Proposition 68 was passed by voters in June 2018 for treatment and remediation activities that prevent or reduce the contamination of groundwater that serves as a source of drinking water.

The City has three (3) projects that were eligible for treatment and remediation activities that include Well 2A, Well 12, and the El Monte Operable Unit (Wells 14, 15, 16). The submission of funds included project administration costs, construction/implementation, and monitoring for funds expended.

In December 2019, WQA submitted an application to the State Water Board for reimbursement funds that were encumbered from the City's water remediation projects for O&M and expenses for those projects on behalf of the City as a sub-recipient of the grant.

- The City provided cost estimates of eligible project operations and activities in the amount of $3,649,700.
- The City will need to submit verification of costs to the Water Quality Authority.
- WQA will be disbursing the approved reimbursement.
- All reimbursement requests must be encumbered by March 31, 2023.

FISCAL IMPACT/FINANCING

Once both parties have signed the Agreement, WQA will disburse the eligible reimbursement by March 31, 2023. The total amount of reimbursement is dependent upon approved documentation and is unknown at this time.

The Utilities Division will utilize reimbursement funds for O&M and future CIPs once funds are received.

CONCLUSION

It is recommended that the City Council consider and adopt the attached Resolution authorizing the execution of the Proposition 68 Sub-Recipient Grant Agreement between the City and the WQA for the San Gabriel Basin Regional Groundwater Remediation Program.

Respectfully submitted,

ALMA K MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

Attachments

1. Resolution
2. Proposition 68 Subrecipient Grant Agreement

DATE: December 14, 2021
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 DECEMBER 14, 2021

ATTACHMENT 1

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AUTHORIZING THE EXECUTION OF THE PROPOSITION 68 SUBRECIPIENT GRANT AGREEMENT BETWEEN THE CITY OF EL MONTE AND THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY FOR APPROXIMATELY $3,739,700 IN GRANT FUNDS

WHEREAS, the California State Water Resources Control Board ("State Water Board") is authorized and has implemented its authority to provide financial assistance pursuant to Section 80141 of the Public Resources Code and Resolution No. 2019-0041; and

WHEREAS, the State Water Board's Division of Financial Assistance has awarded the San Gabriel Basin Water Quality Authority ("WQA"), as an agency of the State of California, approximately $3,739,700 in Proposition 68 Grant Funds for its San Gabriel Basin Regional Groundwater Remediation Program application (the "Application") so that the WQA may undertake work required for groundwater clean-up and monitoring operations within the WQA's jurisdiction; and

WHEREAS, pursuant to the Application, the WQA and the City of El Monte have agreed to enter into a Proposition 68 Subrecipient Grant Agreement dated August 17, 2021 (the "Agreement"), attached hereto as Exhibit A; and

WHEREAS, the City of El Monte, as a Proposition 68 Grant Fund Subrecipient under the Agreement, provided cost estimates of its eligible project operations and activities for inclusion in the Application; and

WHEREAS, the budgeted costs are as follows: El Monte 2A Treatment Facility - $652,000; El Monte 12 Treatment Facility - $517,000; El Monte 14, 15 and 16 Treatment Facility - $2,480,700 as detailed in Table 1 of paragraph G of the Agreement; and

WHEREAS, the terms of the Agreement enable the City of El Monte, as a Subrecipient of WQA's Proposition grant award, to submit reimbursement requests for those costs for operations and maintenance related to the project operations work and activities incurred between July 1, 2018 and February 28, 2023; and

WHEREAS, the WQA will disburse the eligible reimbursement to the City of El Monte as Subrecipient by March 31, 2023; and

WHEREAS, the Water Utilities Division of the City of El Monte will utilize all reimbursement funds for operations and maintenance and future Capital Improvement Projects for the current or next fiscal year funds are received; and

WHEREAS, per the terms of the Agreement, the City of El Monte is required to display signage 4 feet tall by 8 feet wide in prominent locations on the project sites with

the following statement and logos: "Funding for this project has been provided in full or in part by Proposition 68 – the California, Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 through an agreement with the State Water Resources Control Board"; and

WHEREAS, the proposed activities do not constitute a project under the California Environmental Quality Act ("CEQA") in that they will have no impact on the environment and are therefore exempt under CEQA.

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

SECTION 1. Incorporation of Recitals. The City Council hereby finds and determines that the recitals above are true and correct and hereby incorporates them into this Resolution as though fully set forth herein.

SECTION 2. CEQA Compliance. The City Council hereby finds and determines that the proposed activities under the Agreement do not constitute a project under the California Environmental Quality Act ("CEQA") in that they will have no impact on the environment and are therefore exempt under CEQA.

SECTION 3. Approval of the Agreement. The City Council hereby authorizes the execution of the Agreement, a copy of which is attached hereto as Exhibit A.

SECTION 4. Authorization of Project Commencement. The City Council hereby authorizes the commencement of the activities proposed under the Agreement and authorizes the City Manager to execute any additional documents required to commence the proposed work under the Agreement and carry it forth to completion.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of El Monte at its adjourned regular meeting of this 14th day of December 2021.

_____
Jessica Ancona, 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. 14th 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 December 2021, 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

EXHIBIT "A"

PROPOSITION 68 SUBRECIPIENT GRANT AGREEMENT BETWEEN THE CITY OF EL MONTE AND SAN GABRIEL BASIN WATER QUALITY AUTHORITY

San Gabriel Basin Water Quality Authority
PROPOSITION 68 SUBRECIPIENT GRANT AGREEMENT
(Subaward Recipient: El Monte)

THIS PROPOSITION 68 SUBRECIPIENT GRANT AGREEMENT (the "Agreement") is dated this 17 day of August 2021, between the San Gabriel Basin Water Quality Authority, an agency of the State of California ("WQA"), on one hand, and the City of El Monte, on the other hand ("Subrecipient"). (WQA and Subrecipient are sometimes referred to herein individually as a "Party" and collectively as the "Parties.")

RECITALS

WHEREAS, the California State Water Resources Control Board ("State Water Board") is authorized, and implements its authority, to provide financial assistance pursuant to Section 80141 of the Public Resources Code, and Resolution No. 2019-0041; and

WHEREAS, the State Water Board Division of Financial Assistance has awarded the WQA approximately $3,739,700 in Proposition 68 Grant Funds for its San Gabriel Basin Regional Groundwater Remediation Program application ("Application") so that the WQA may undertake work required for groundwater clean-up and monitoring operations within the WQA's jurisdiction]; and

WHEREAS, Subrecipient provided cost estimates of their eligible project operations and activities for inclusion into the Application; and

WHEREAS, WQA negotiated with the State Water Board to allow for the required 50% matching fund obligation to be satisfied with non-Subrecipient project funding; and

WHEREAS, under the terms of the State Water Board Division of Financial Assistance Proposition 68 Grant program, the WQA has executed a grant funding agreement with the State Water Board entitled "Operations and Maintenance Grant", Agreement No. D2012540 dated August 6, 2021, (the "Master Agreement"); and

WHEREAS, the WQA desires to pass through the proceeds of the Proposition 68 grant to provide financial assistance based on the Subrecipient's eligible estimated costs contained in the Application.

AGREEMENT

A. TERM. This Agreement shall commence upon the date it is executed by all of the Parties ("Effective Date") and shall expire upon the expiration date of the Master Agreement.

B. ELLIGIBLE WORK START DATE. No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement. For purposes of this Agreement the term "Eligible Work Start Date" means July 1, 2018.

C. WORK COMPLETION DATE. No costs incurred after the Work Completion Date are eligible for reimbursement. For the purposes of this Agreement the term "Work Completion Date" means February 28, 2023.

D. SCOPE OF WORK. The funds disbursed under this Agreement ("Project Funds") may be used only for those eligible operation and maintenance costs and expenses for the projects attached hereto as Exhibit

"A". Neither the WQA nor the State Water Board shall be under any obligation to disburse funds for purposes other than those set forth in Exhibit A.

E. SIGNAGE. The subrecipient shall place a sign at least four (4) feet tall by eight (8) feet wide make of ¾ inch-thick exterior grade plywood or other approved material in a prominent location on the project site and shall maintain the sign in good condition for the duration of project implementation. The sign must include the following disclosure state and color logos of the State Water Board, Proposition 68 and WQA provided by WQA.

1. "Funding for this project has been provided in full or in part by Proposition 68 – the California, Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 through an agreement with the State Water Resources Control Board."

2. 

F. FUNDING AMOUNTS AND DISBURSEMENTS. If the Master Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the WQA has the option, in its sole and absolute discretion, to either cancel this Agreement with no liability accruing to the WQA, or offer an amendment to the Subrecipient to reflect the reduced amount.

G. BUDGETED COSTS. Budgeted costs are contained in Table 1 below:

LINE ITEM	El Monte 2A Treatment Facility	El Monte 12 Treatment Facility	El Monte 14, 15, and 16 Treatment Facility
Direct Project Administration Costs	$28,000	$28,000	$112,000
Planning/Design/Engineering/ Environmental	$0	$0	$1,700
Construction/Implementation	$603,000	$468,000	$2,234,000
Monitoring/Performance	$21,000	$21,000	$133,000
Education/Outreach	$0	$0	$0
TOTAL	$652,000	$517,000	$2,480,700

1. The budgeted costs contained in Table 1 were based on project cost estimates provided to WQA by the Subrecipient in December 2019 and were subsequently submitted by WQA as part of the Application in January 2020. Since the State Water Board awarded the funding based on these project cost estimates, the budgeted costs contained in Table 1 represent the maximum amount of

Project Funds available in each cost subcategory under this Agreement.

2. In the event the Subrecipient does not submit requests for Project Funds ("Reimbursement Requests") for all funds encumbered under this Agreement by March 31, 2023, the Final Reimbursement Request Date, any remaining funds revert to the State Water Board as provided under the Master Agreement. The WQA may notify the Subrecipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

H. CONTINGENT DISBURSEMENT.

1. The WQA's disbursement of funds hereunder is contingent on the Subrecipient's compliance with the terms and conditions of this Agreement.

2. Reimbursement Requests may not include the Subrecipient's Indirect Costs. For purposes of this Agreement, the term "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project).

3. Any Reimbursement Request submitted that includes Indirect Costs or other ineligible costs may cause that Reimbursement Request, in its entirety, to be disputed and will not be paid until the dispute is resolved.

4. The WQA's obligation to disburse Project Funds 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 of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the WQA shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the WQA to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Subrecipient with a right of priority for disbursement over any other entity. If any disbursements due the Subrecipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the WQA that such disbursement will be made to the Subrecipient when sufficient funds do become available, but this intention is not binding.

5. Failure to proceed according to the timelines set forth in this Agreement may require the Subrecipient to repay to the WQA all disbursed Project Funds.

I. REIMBURSEMENT PROCEDURE. Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

1. Upon execution and delivery of this Agreement, the Subrecipient may submit a Reimbursement Request for eligible Project Costs as specified in this Agreement to the WQA using the Reimbursement Request forms provided by the WQA.

   Reimbursement Requests must be itemized based on the line items specified in Table 1 of Section F this Agreement. Reimbursement Requests must be complete, signed by the Subrecipient's authorized representative or his/her designee, and addressed to the WQA. Reimbursement Requests submitted in any other format than the one provided herein will cause a Reimbursement Request to

be disputed. In the event of such a dispute, the WQA will notify the Subrecipient. Payment will not be made until the dispute is resolved. As a condition to any such dispute resolution WQA reserves the right to request a corrected Reimbursement Request.

2. Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested.

3. The Subrecipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Subrecipient, although the actual payment of such cost by the Subrecipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts, laboratory invoices) must be submitted with each Reimbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.

4. The Subrecipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.

5. The Subrecipient shall use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the WQA and will either be required to be returned to the WQA or deducted from future reimbursements. In the event that the Subrecipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Subrecipient shall immediately return such Project Funds to the WQA. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the WQA. If the Subrecipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the WQA.

6. The Subrecipient must submit its final Reimbursement Request no later than the Final Reimbursement Request Date in Section G.2., unless prior approval is granted by the WQA. If the Subrecipient fails to do so, then the undisbursed balance of this Agreement may be de-obligated.

7. The Subrecipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.

8. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or State laws, policies, or regulations.

9. The Subrecipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.

10. No work or travel outside the State of California is permitted under this Agreement unless the WQA provides prior written authorization. Failure to comply with this restriction may result in termination of this Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at

http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. as of the date costs are incurred by the Subrecipient.

11. The Subrecipient must include any other documents or requests required or allowed under this Agreement.

J. WITHOLDING DISBURSEMENTS. Notwithstanding any other provision of this Agreement, the WQA may withhold all or any portion of the Project Funding Amount upon the occurrence of any of the following events:

1. The Subrecipient's failure to maintain reasonable progress on the Project as determined by the WQA;

2. Commencement of litigation or a judicial or administrative proceeding related to the Project, that the WQA or State Water Board determines may impair the timely satisfaction of the Subrecipient's obligations under this Agreement;

3. Any investigation by State, local, or federal investigators or auditors, or a grand jury, relating to the Subrecipient's financial management, accounting procedures, or internal fiscal controls;

4. A material adverse change in the condition of the Subrecipient, or the Project, that the WQA determines would materially impair the Subrecipient's ability to satisfy its obligations under this Agreement, or any other event that the WQA determines would materially impair the Subrecipient's ability to satisfy its obligations under this Agreement;

5. The Subrecipient's material violation of, or threat to materially violate, any term of this Agreement;

6. Reasonable suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Subrecipient or its employees, or by its contractors or agents regarding the Project;

7. An event requiring notice under this Agreement; or

8. An Event of Default or an event that the WQA determines may become an Event of Default.

K. FRAUD AND MISUSE OF PUBLIC FUNDS. All Reimbursement Requests submitted must be accurate and signed by the Subrecipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Subrecipient must not submit any Reimbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Subrecipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, WQA or the State Water Board may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

L. SUBRECIPIENT'S PAYMENT OBLIGATION. The Subrecipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the

Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the WQA.

M. COMPLIANCE WITH GENERAL AND PROGRAMMATIC TERMS OF GRANT FUNDING PROGRAM. Subrecipient shall comply with all conditions, duties, requirements and restrictions imposed upon the WQA under the Proposition 68 "General and Programmatic Terms and Conditions" attached as Exhibit C to the Master Agreement.

N. INDEMNIFICATION. To the fullest extent permitted by law, Subrecipient shall indemnify, hold harmless and defend the WQA and WQA's officials, officers, employees and agents (collectively, the "WQA 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 Subrecipient's performance under this Agreement 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 WQA Indemnitees.

O. EVENT OF DEFAULT; BREACH OF AGREEMENT.

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. 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.

2. Subrecipient shall cure the following Events of Defaults within the following time periods:

   i. Within three (3) business days of WQA's issuance of a Default Notice for any failure of Subrecipient to timely provide WQA with any information and/or written reports, documentation or work product which Subrecipient is obligated to provide to WQA under this Agreement or applicable law. Prior to the expiration of the 3-day cure period, Subrecipient may submit a written request for additional time to cure the Event of Default upon a showing that Subrecipient 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, WQA shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection N.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 WQA'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, Subrecipient may submit a written request for additional time to cure the Event of Default upon a showing that Subrecipient 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, WQA shall be under no obligation to grant additional time for the cure of an Event of Default under this Section N.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 Subrecipient 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 Subrecipient shall include, but shall not be limited to the following: (i) Subrecipient's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) Subrecipient'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) Subrecipient'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 Subrecipient, whether voluntary of involuntary; (v) Subrecipient's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) WQA's discovery that a statement representation or warranty by Subrecipient relating to this Agreement is false, misleading or erroneous in any material respect.

3. WQA shall cure any Event of Default asserted by Subrecipient within sixty (60) calendar days of SUBRECIPIENT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 60-day cure period. Prior to the expiration of the 60-day cure period, WQA may submit a written request for additional time to cure the Event of Default upon a showing that WQA has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 60-day cure period.

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

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.

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 WQA at law or under this Agreement in the event of any breach of this Agreement, WQA, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

   ii. Upon written notice to Subrecipient, the WQA may extend the time of performance;

   iii. The WQA may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Subrecipient breach of the Agreement or to terminate the Agreement; or

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

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

7. In the event WQA is in breach of this Agreement, Subrecipient's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Subrecipient under this Agreement for completed services and tasks. WQA shall not be liable for consequential damage or any other damages or recovery.

8. 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.

P. MISCELLANEOUS PROVISIONS.

1. Amendment. No amendment of this Agreement shall be binding upon the Parties unless it is in writing and executed by all Parties.

2. Integration. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings with respect to the matters addressed in this Agreement and constitutes the final and complete agreement of the Parties with respect to such matters, and supersedes all previous negotiations between them and all drafts or other documents previously exchanged by them with respect to such matters. Each Party acknowledges that no other Party, or agent or attorney of any other Party has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the matters addressed in this Agreement, to induce it to authorize the execution of this Agreement and acknowledges that it has not authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty not contained herein. Except for the specific references to the Second Cooperative Agreement contained in this Agreement, the Second Cooperative Agreement is not part of this Agreement.

3. Further Action. The Parties agree to and shall take such further action and execute and deliver such additional documents as may be reasonably required to effectuate the terms and conditions of this Agreement and to the extent consistent with the terms hereof.

4. Notices.

   a. Any notices or other writings required to be given to a Party pursuant to this Agreement shall be in writing addressed to the Party at the address of the Party set forth below or at such other address as subsequently may be specified by such Party in a written notice:

   If to WQA:
   Randy Schoellerman, Executive Director
   San Gabriel Basin Water Quality Authority
   1720 W. Cameron Ave, Suite 100
   West Covina, California 91790
   Facsimile: (626) 338-5775 Phone: (626) 338-5555
   Email: randy@wqa.com

If to SUBRECIPIENT:

_____

_____

_____

Facsimile:
Phone:
Email:

b. Unless otherwise provided in this Agreement, notices shall be given by personal delivery, by certified mail, return receipt requested, by United States mail, or by overnight courier that provides a written confirmation of delivery, by overnight courier that provides a written confirmation of delivery, by facsimile with printed notice of receipt, or by electronic mail. Notice given by personal delivery shall be deemed given and effective upon delivery. Notice given by certified mail, return receipt requested, or by United States mail shall be deemed given and effective two (2) business days following mailing. Notice given by overnight courier shall be deemed given and effective one (1) business day following mailing. Notice by facsimile and notice by electronic mail shall be deemed given upon transmission. It is each Party's obligation to notify the other Party of any change of address of those listed in this section of the Agreement.

5. No Assignment. No Party shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Parties.

6. Joint Drafting and Negotiation. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and without regard to or aid of any statutory or similar judicial rule of construction. Each Party acknowledges that it has had the opportunity to seek the advice of experts and legal counsel prior to executing this Agreement, and that it is fully aware of and understands all of its terms and the legal consequences thereof.

7. Headings. Headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

8. Third Party Beneficiaries. No third party shall be entitled to claim or enforce any rights under this Agreement.

9. Severability. In the event that any provision of this Agreement is determined by a court to be invalid, the court shall reform the provision in a manner that is both consistent with the terms of this Agreement taken as a whole and legally valid. The remainder of this Agreement shall not be affected thereby.

10. Successors and Permitted Assigns. All covenants and agreements contained in this Agreement by or on behalf of a Party shall bind and inure to the benefit of that Party's successors and permitted assigns, whether so expressed or not.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures sent by facsimile or electronic mail shall be deemed originals and treated in all respects as originals pursuant to Government Code § 16.5.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date set forth below, said Agreement to be effective on the Effective Date.

Date:_____, 2021

SAN GABRIEL BASIN WATER QUALITY AUTHORITY

By_____
Name_____
Its_____

Date:_____, 2021

SUBRECIPIENT

By_____
Name_____
Its_____

EXHIBIT A – PROJECT DESCRIPTION

1. El Monte 2A Treatment Facility
2. El Monte 12 Treatment Facility
3. El Monte 14, 15, and 16 Treatment Facility

EXHIBIT B – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

B.1 REPRESENTATIONS & WARRANTIES

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

B.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

B.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

B.1.3 No Violations.

The execution, delivery, and performance by Recipient 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 Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

B.1.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Facility, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the Facility or any of the real or personal property related to or necessary for the Project.

B.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the useful life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the useful life of the Facility.

B.1.6 Solvency and Insurance.

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 Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

B.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with State or federal audit disallowances.

B.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements provided to the State Water Board, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

B.1.9 No Other Material Debt.

The Recipient has no Material Obligations other than as set forth in financial statements provided to the State Water Board, unless set forth in Exhibit D.

B.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

B.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

(a) return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;

(b) pay interest at the highest legal rate on all of the foregoing; and

(c) pay any Additional Payments.

B.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

(a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;

(b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and

(c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

B.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

B.2.4 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

B.2.5 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

B.2.6 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement. Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

B.2.7 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

B.3 STANDARD CONDITIONS

B.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

B.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

(1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

(2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;

(3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;

(4) Establish an accounting system which will accurately depict final total costs of the Project;

(5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

(6) If Force Account is used by the Recipient for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.

(b) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California Department of Finance, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

B.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

B.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

B.3.5 Audit.

The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances within 30 days.

B.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00.

B.3.7 Competitive Bidding

The Recipient must adhere to any applicable State law or local ordinance for competitive bidding and applicable labor laws.

B.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

(a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the useful life of the Project;

(b) Comply with the Guidelines; and

(c) Comply with and require compliance with the State and federal requirements set forth elsewhere in this Agreement.

B.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

B.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the useful life of the Facility. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.

B.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Facility during the useful life of the Facility without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

B.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

B.3.13 Disputes.

(a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) The Recipient must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

B.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

B.3.15 Environmental Clearance.

No work that is subject to California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. The Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement. If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

B.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

B.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient related to this Agreement must be paid by the Recipient to the

State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

B.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Facility or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Facility or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Facility or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

B.3.19 Independent Actor.

The Recipient, 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 State Water Board.

B.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

B.3.21 No Discrimination.

(a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or Facility on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, the Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.;Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

B.3.22 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.3.23 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State, and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

B.3.24 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

(a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure 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 Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

(b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:

(1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;

(2) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);

(3) Loss, theft, damage, or impairment to Project;

(4) Events of Default, except as otherwise set forth in this section;

(5) Failure to observe or perform any covenant or comply with any condition in this Agreement;

(6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project;

(7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.

(c) The Recipient must notify the Division in writing within ten (10) business days of any of the following events:

(1) Any litigation pending or threatened with respect to the Project; the Recipient's technical, managerial or financial capacity to operate; or the Recipient's continued existence;

(2) Consideration of dissolution, or disincorporation;

(3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;

(4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

(d) The Recipient must notify the Division promptly of any of the following events:

(1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or Reimbursement Request made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;

(2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

(3) Cessation of any and all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

(4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;

(5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;

(6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division;

(7) Any events requiring notice to the Division pursuant to any other provision of this Agreement;

(8) Work Completion;

(9) Project Completion;

(10) The award of a prime construction contract for, or initiation of construction of, Item 6 in Exhibit A.1 (b), if applicable.

B.3.25 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate, and maintain all portions of the Facility during its useful life in accordance with all applicable State and federal laws, rules, and regulations. Unless expressly provided herein, the Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management, or operation.

The Recipient will procure and maintain or cause to be maintained insurance on the Facility with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Facility. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques, and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Facility caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Facility. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Facility must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Facility, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to commencement of construction, if applicable.

B.3.26 Permits, Subcontracting, and Remedies.

The Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any work or construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

B.3.27 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

B.3.28 Prevailing Wages.

If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/lcp.asp. For more information, please refer to DIR's Public Works Manual at: http://www.dir.ca.gov/dlse/PWManualCombined.pdf.

B.3.29 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B.3.30 Responsibility for Work.

The Recipient 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 Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project including, but not limited to payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B.3.31 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the Project.

B.3.32 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

B.3.33 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

B.3.34 Timeliness.

Time is of the essence in this Agreement.

B.3.35 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B.3.36 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

B.3.37 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

B.4 MISCELLANEOUS STATE REQUIREMENTS

B.4.1 State Program Requirements for Proposition 68 Groundwater.

(a) Remediation Costs Limited. (Pub. Resources Code, § 80141.) Project Funds shall not be used to pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer, but may be used to pay costs that cannot be recovered from responsible parties. Parties that receive funding for remediating groundwater storage aquifers shall exercise reasonable efforts to recover the costs of groundwater cleanup from the parties responsible for the contamination. Funds recovered from responsible parties may only be used to fund treatment and remediation activities including operations and maintenance.

(b) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.

(c) Sustainable Groundwater Management Act (SGMA) Compliance. (Wat. Code, § 10720-10737.8.) To the extent required under SGMA, the Recipient shall comply with the following:

(1) If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to DWR. (Wat. Code, § 10735.2 (a)(1).)

(2) If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).

(3) If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.

B.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

(a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

(b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

(c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.

(d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.

(e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

(f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).

(g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.

(h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

(i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

(j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

(k) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five -year infrastructure plan).

(l) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.

(m) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

(n) Union Activities. The Recipient hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. The Recipient certifies that none of the Project Funds will be used to assist, promote, or deter union organizing. If the Recipient incurs costs or makes expenditures to assist, promote, or deter union organizing, the Recipient will maintain records sufficient to show that no reimbursement from Project Funds has been sought for these costs and the Recipient shall provide those records to the Attorney General upon request.

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

ATTACHMENT 2

Proposition 68 Subrecipient Grant Agreement

San Gabriel Basin Water Quality Authority
PROPOSITION 68 SUBRECIPIENT GRANT AGREEMENT
(Subaward Recipient: El Monte)

THIS PROPOSITION 68 SUBRECIPIENT GRANT AGREEMENT (the "Agreement") is dated this 17 day of August 2021, between the San Gabriel Basin Water Quality Authority, an agency of the State of California ("WQA"), on one hand, and the City of El Monte, on the other hand ("Subrecipient"). (WQA and Subrecipient are sometimes referred to herein individually as a "Party" and collectively as the "Parties.")

RECITALS

WHEREAS, the California State Water Resources Control Board ("State Water Board") is authorized, and implements its authority, to provide financial assistance pursuant to Section 80141 of the Public Resources Code, and Resolution No. 2019-0041; and

WHEREAS, the State Water Board Division of Financial Assistance has awarded the WQA approximately $3,739,700 in Proposition 68 Grant Funds for its San Gabriel Basin Regional Groundwater Remediation Program application ("Application") so that the WQA may undertake work required for groundwater clean-up and monitoring operations within the WQA's jurisdiction]; and

WHEREAS, Subrecipient provided cost estimates of their eligible project operations and activities for inclusion into the Application; and

WHEREAS, WQA negotiated with the State Water Board to allow for the required 50% matching fund obligation to be satisfied with non-Subrecipient project funding; and

WHEREAS, under the terms of the State Water Board Division of Financial Assistance Proposition 68 Grant program, the WQA has executed a grant funding agreement with the State Water Board entitled "Operations and Maintenance Grant", Agreement No. D2012540 dated August 6, 2021, (the "Master Agreement"); and

WHEREAS, the WQA desires to pass through the proceeds of the Proposition 68 grant to provide financial assistance based on the Subrecipient's eligible estimated costs contained in the Application.

AGREEMENT

A. TERM. This Agreement shall commence upon the date it is executed by all of the Parties ("Effective Date") and shall expire upon the expiration date of the Master Agreement.

B. ELLIGIBLE WORK START DATE. No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement. For purposes of this Agreement the term "Eligible Work Start Date" means July 1, 2018.

C. WORK COMPLETION DATE. No costs incurred after the Work Completion Date are eligible for reimbursement. For the purposes of this Agreement the term "Work Completion Date" means February 28, 2023.

D. SCOPE OF WORK. The funds disbursed under this Agreement ("Project Funds") may be used only for those eligible operation and maintenance costs and expenses for the projects attached hereto as Exhibit

"A". Neither the WQA nor the State Water Board shall be under any obligation to disburse funds for purposes other than those set forth in Exhibit A.

E. SIGNAGE. The subrecipient shall place a sign at least four (4) feet tall by eight (8) feet wide make of ¾ inch-thick exterior grade plywood or other approved material in a prominent location on the project site and shall maintain the sign in good condition for the duration of project implementation. The sign must include the following disclosure state and color logos of the State Water Board, Proposition 68 and WQA provided by WQA.

1. "Funding for this project has been provided in full or in part by Proposition 68 – the California, Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 through an agreement with the State Water Resources Control Board."

2. 

F. FUNDING AMOUNTS AND DISBURSEMENTS. If the Master Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the WQA has the option, in its sole and absolute discretion, to either cancel this Agreement with no liability accruing to the WQA, or offer an amendment to the Subrecipient to reflect the reduced amount.

G. BUDGETED COSTS. Budgeted costs are contained in Table 1 below:

LINE ITEM	El Monte 2A Treatment Facility	El Monte 12 Treatment Facility	El Monte 14, 15, and 16 Treatment Facility
Direct Project Administration Costs	$28,000	$28,000	$112,000
Planning/Design/Engineering/ Environmental	$0	$0	$1,700
Construction/Implementation	$603,000	$468,000	$2,234,000
Monitoring/Performance	$21,000	$21,000	$133,000
Education/Outreach	$0	$0	$0
TOTAL	$652,000	$517,000	$2,480,700

1. The budgeted costs contained in Table 1 were based on project cost estimates provided to WQA by the Subrecipient in December 2019 and were subsequently submitted by WQA as part of the Application in January 2020. Since the State Water Board awarded the funding based on these project cost estimates, the budgeted costs contained in Table 1 represent the maximum amount of

Project Funds available in each cost subcategory under this Agreement.

2. In the event the Subrecipient does not submit requests for Project Funds ("Reimbursement Requests") for all funds encumbered under this Agreement by March 31, 2023, the Final Reimbursement Request Date, any remaining funds revert to the State Water Board as provided under the Master Agreement. The WQA may notify the Subrecipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

H. CONTINGENT DISBURSEMENT.

1. The WQA's disbursement of funds hereunder is contingent on the Subrecipient's compliance with the terms and conditions of this Agreement.

2. Reimbursement Requests may not include the Subrecipient's Indirect Costs. For purposes of this Agreement, the term "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project).

3. Any Reimbursement Request submitted that includes Indirect Costs or other ineligible costs may cause that Reimbursement Request, in its entirety, to be disputed and will not be paid until the dispute is resolved.

4. The WQA's obligation to disburse Project Funds 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 of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the WQA shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the WQA to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Subrecipient with a right of priority for disbursement over any other entity. If any disbursements due the Subrecipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the WQA that such disbursement will be made to the Subrecipient when sufficient funds do become available, but this intention is not binding.

5. Failure to proceed according to the timelines set forth in this Agreement may require the Subrecipient to repay to the WQA all disbursed Project Funds.

I. REIMBURSEMENT PROCEDURE. Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

1. Upon execution and delivery of this Agreement, the Subrecipient may submit a Reimbursement Request for eligible Project Costs as specified in this Agreement to the WQA using the Reimbursement Request forms provided by the WQA.

   Reimbursement Requests must be itemized based on the line items specified in Table 1 of Section F this Agreement. Reimbursement Requests must be complete, signed by the Subrecipient's authorized representative or his/her designee, and addressed to the WQA. Reimbursement Requests submitted in any other format than the one provided herein will cause a Reimbursement Request to

be disputed. In the event of such a dispute, the WQA will notify the Subrecipient. Payment will not be made until the dispute is resolved. As a condition to any such dispute resolution WQA reserves the right to request a corrected Reimbursement Request.

2. Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested.

3. The Subrecipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Subrecipient, although the actual payment of such cost by the Subrecipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts, laboratory invoices) must be submitted with each Reimbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.

4. The Subrecipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.

5. The Subrecipient shall use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the WQA and will either be required to be returned to the WQA or deducted from future reimbursements. In the event that the Subrecipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Subrecipient shall immediately return such Project Funds to the WQA. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the WQA. If the Subrecipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the WQA.

6. The Subrecipient must submit its final Reimbursement Request no later than the Final Reimbursement Request Date in Section G.2., unless prior approval is granted by the WQA. If the Subrecipient fails to do so, then the undisbursed balance of this Agreement may be de-obligated.

7. The Subrecipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.

8. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or State laws, policies, or regulations.

9. The Subrecipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.

10. No work or travel outside the State of California is permitted under this Agreement unless the WQA provides prior written authorization. Failure to comply with this restriction may result in termination of this Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at

http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. as of the date costs are incurred by the Subrecipient.

11. The Subrecipient must include any other documents or requests required or allowed under this Agreement.

J. WITHOLDING DISBURSEMENTS. Notwithstanding any other provision of this Agreement, the WQA may withhold all or any portion of the Project Funding Amount upon the occurrence of any of the following events:

1. The Subrecipient's failure to maintain reasonable progress on the Project as determined by the WQA;

2. Commencement of litigation or a judicial or administrative proceeding related to the Project, that the WQA or State Water Board determines may impair the timely satisfaction of the Subrecipient's obligations under this Agreement;

3. Any investigation by State, local, or federal investigators or auditors, or a grand jury, relating to the Subrecipient's financial management, accounting procedures, or internal fiscal controls;

4. A material adverse change in the condition of the Subrecipient, or the Project, that the WQA determines would materially impair the Subrecipient's ability to satisfy its obligations under this Agreement, or any other event that the WQA determines would materially impair the Subrecipient's ability to satisfy its obligations under this Agreement;

5. The Subrecipient's material violation of, or threat to materially violate, any term of this Agreement;

6. Reasonable suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Subrecipient or its employees, or by its contractors or agents regarding the Project;

7. An event requiring notice under this Agreement; or

8. An Event of Default or an event that the WQA determines may become an Event of Default.

K. FRAUD AND MISUSE OF PUBLIC FUNDS. All Reimbursement Requests submitted must be accurate and signed by the Subrecipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Subrecipient must not submit any Reimbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Subrecipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, WQA or the State Water Board may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

L. SUBRECIPIENT'S PAYMENT OBLIGATION. The Subrecipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the

Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the WQA.

M. COMPLIANCE WITH GENERAL AND PROGRAMMATIC TERMS OF GRANT FUNDING PROGRAM. Subrecipient shall comply with all conditions, duties, requirements and restrictions imposed upon the WQA under the Proposition 68 "General and Programmatic Terms and Conditions" attached as Exhibit C to the Master Agreement.

N. INDEMNIFICATION. To the fullest extent permitted by law, Subrecipient shall indemnify, hold harmless and defend the WQA and WQA's officials, officers, employees and agents (collectively, the "WQA 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 Subrecipient's performance under this Agreement 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 WQA Indemnitees.

O. EVENT OF DEFAULT; BREACH OF AGREEMENT.

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. 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.

2. Subrecipient shall cure the following Events of Defaults within the following time periods:

   i. Within three (3) business days of WQA's issuance of a Default Notice for any failure of Subrecipient to timely provide WQA with any information and/or written reports, documentation or work product which Subrecipient is obligated to provide to WQA under this Agreement or applicable law. Prior to the expiration of the 3-day cure period, Subrecipient may submit a written request for additional time to cure the Event of Default upon a showing that Subrecipient 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, WQA shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection N.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 WQA'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, Subrecipient may submit a written request for additional time to cure the Event of Default upon a showing that Subrecipient 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, WQA shall be under no obligation to grant additional time for the cure of an Event of Default under this Section N.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 Subrecipient 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 Subrecipient shall include, but shall not be limited to the following: (i) Subrecipient's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) Subrecipient'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) Subrecipient'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 Subrecipient, whether voluntary of involuntary; (v) Subrecipient's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) WQA's discovery that a statement representation or warranty by Subrecipient relating to this Agreement is false, misleading or erroneous in any material respect.

3. WQA shall cure any Event of Default asserted by Subrecipient within sixty (60) calendar days of SUBRECIPIENT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 60-day cure period. Prior to the expiration of the 60-day cure period, WQA may submit a written request for additional time to cure the Event of Default upon a showing that WQA has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 60-day cure period.

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

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.

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 WQA at law or under this Agreement in the event of any breach of this Agreement, WQA, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

   ii. Upon written notice to Subrecipient, the WQA may extend the time of performance;

   iii. The WQA may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Subrecipient breach of the Agreement or to terminate the Agreement; or

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

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

7. In the event WQA is in breach of this Agreement, Subrecipient's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Subrecipient under this Agreement for completed services and tasks. WQA shall not be liable for consequential damage or any other damages or recovery.

8. 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.

P. MISCELLANEOUS PROVISIONS.

1. Amendment. No amendment of this Agreement shall be binding upon the Parties unless it is in writing and executed by all Parties.

2. Integration. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings with respect to the matters addressed in this Agreement and constitutes the final and complete agreement of the Parties with respect to such matters, and supersedes all previous negotiations between them and all drafts or other documents previously exchanged by them with respect to such matters. Each Party acknowledges that no other Party, or agent or attorney of any other Party has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the matters addressed in this Agreement, to induce it to authorize the execution of this Agreement and acknowledges that it has not authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty not contained herein. Except for the specific references to the Second Cooperative Agreement contained in this Agreement, the Second Cooperative Agreement is not part of this Agreement.

3. Further Action. The Parties agree to and shall take such further action and execute and deliver such additional documents as may be reasonably required to effectuate the terms and conditions of this Agreement and to the extent consistent with the terms hereof.

4. Notices.

   a. Any notices or other writings required to be given to a Party pursuant to this Agreement shall be in writing addressed to the Party at the address of the Party set forth below or at such other address as subsequently may be specified by such Party in a written notice:

   If to WQA:
   Randy Schoellerman, Executive Director
   San Gabriel Basin Water Quality Authority
   1720 W. Cameron Ave, Suite 100
   West Covina, California 91790
   Facsimile: (626) 338-5775 Phone: (626) 338-5555
   Email: randy@wqa.com

If to SUBRECIPIENT:

_____

_____

_____

Facsimile:
Phone:
Email:

b. Unless otherwise provided in this Agreement, notices shall be given by personal delivery, by certified mail, return receipt requested, by United States mail, or by overnight courier that provides a written confirmation of delivery, by overnight courier that provides a written confirmation of delivery, by facsimile with printed notice of receipt, or by electronic mail. Notice given by personal delivery shall be deemed given and effective upon delivery. Notice given by certified mail, return receipt requested, or by United States mail shall be deemed given and effective two (2) business days following mailing. Notice given by overnight courier shall be deemed given and effective one (1) business day following mailing. Notice by facsimile and notice by electronic mail shall be deemed given upon transmission. It is each Party's obligation to notify the other Party of any change of address of those listed in this section of the Agreement.

5. No Assignment. No Party shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Parties.

6. Joint Drafting and Negotiation. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and without regard to or aid of any statutory or similar judicial rule of construction. Each Party acknowledges that it has had the opportunity to seek the advice of experts and legal counsel prior to executing this Agreement, and that it is fully aware of and understands all of its terms and the legal consequences thereof.

7. Headings. Headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

8. Third Party Beneficiaries. No third party shall be entitled to claim or enforce any rights under this Agreement.

9. Severability. In the event that any provision of this Agreement is determined by a court to be invalid, the court shall reform the provision in a manner that is both consistent with the terms of this Agreement taken as a whole and legally valid. The remainder of this Agreement shall not be affected thereby.

10. Successors and Permitted Assigns. All covenants and agreements contained in this Agreement by or on behalf of a Party shall bind and inure to the benefit of that Party's successors and permitted assigns, whether so expressed or not.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures sent by facsimile or electronic mail shall be deemed originals and treated in all respects as originals pursuant to Government Code § 16.5.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date set forth below, said Agreement to be effective on the Effective Date.

Date:_____, 2021

SAN GABRIEL BASIN WATER QUALITY AUTHORITY

By_____
Name_____
Its_____

Date:_____, 2021

SUBRECIPIENT

By_____
Name_____
Its_____

EXHIBIT A – PROJECT DESCRIPTION

1. El Monte 2A Treatment Facility
2. El Monte 12 Treatment Facility
3. El Monte 14, 15, and 16 Treatment Facility

EXHIBIT B – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

B.1 REPRESENTATIONS & WARRANTIES

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

B.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

B.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

B.1.3 No Violations.

The execution, delivery, and performance by Recipient 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 Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

B.1.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Facility, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the Facility or any of the real or personal property related to or necessary for the Project.

B.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the useful life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the useful life of the Facility.

B.1.6 Solvency and Insurance.

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 Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

B.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with State or federal audit disallowances.

B.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements provided to the State Water Board, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

B.1.9 No Other Material Debt.

The Recipient has no Material Obligations other than as set forth in financial statements provided to the State Water Board, unless set forth in Exhibit D.

B.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

B.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

(a) return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;

(b) pay interest at the highest legal rate on all of the foregoing; and

(c) pay any Additional Payments.

B.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

(a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;

(b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and

(c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

B.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

B.2.4 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

B.2.5 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

B.2.6 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement. Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

B.2.7 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

B.3 STANDARD CONDITIONS

B.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

B.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

(1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

(2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;

(3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;

(4) Establish an accounting system which will accurately depict final total costs of the Project;

(5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

(6) If Force Account is used by the Recipient for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.

(b) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California Department of Finance, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

B.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

B.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

B.3.5 Audit.

The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances within 30 days.

B.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00.

B.3.7 Competitive Bidding

The Recipient must adhere to any applicable State law or local ordinance for competitive bidding and applicable labor laws.

B.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

(a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the useful life of the Project;

(b) Comply with the Guidelines; and

(c) Comply with and require compliance with the State and federal requirements set forth elsewhere in this Agreement.

B.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

B.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the useful life of the Facility. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.

B.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Facility during the useful life of the Facility without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

B.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

B.3.13 Disputes.

(a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) The Recipient must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

B.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

B.3.15 Environmental Clearance.

No work that is subject to California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. The Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement. If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

B.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

B.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient related to this Agreement must be paid by the Recipient to the

State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

B.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Facility or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Facility or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Facility or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

B.3.19 Independent Actor.

The Recipient, 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 State Water Board.

B.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

B.3.21 No Discrimination.

(a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or Facility on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, the Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.;Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

B.3.22 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.3.23 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State, and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

B.3.24 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

(a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure 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 Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

(b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:

(1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;

(2) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);

(3) Loss, theft, damage, or impairment to Project;

(4) Events of Default, except as otherwise set forth in this section;

(5) Failure to observe or perform any covenant or comply with any condition in this Agreement;

(6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project;

(7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.

(c) The Recipient must notify the Division in writing within ten (10) business days of any of the following events:

(1) Any litigation pending or threatened with respect to the Project; the Recipient's technical, managerial or financial capacity to operate; or the Recipient's continued existence;

(2) Consideration of dissolution, or disincorporation;

(3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;

(4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

(d) The Recipient must notify the Division promptly of any of the following events:

(1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or Reimbursement Request made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;

(2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

(3) Cessation of any and all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

(4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;

(5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;

(6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division;

(7) Any events requiring notice to the Division pursuant to any other provision of this Agreement;

(8) Work Completion;

(9) Project Completion;

(10) The award of a prime construction contract for, or initiation of construction of, Item 6 in Exhibit A.1 (b), if applicable.

B.3.25 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate, and maintain all portions of the Facility during its useful life in accordance with all applicable State and federal laws, rules, and regulations. Unless expressly provided herein, the Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management, or operation.

The Recipient will procure and maintain or cause to be maintained insurance on the Facility with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Facility. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques, and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Facility caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Facility. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Facility must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Facility, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to commencement of construction, if applicable.

B.3.26 Permits, Subcontracting, and Remedies.

The Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any work or construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

B.3.27 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

B.3.28 Prevailing Wages.

If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/lcp.asp. For more information, please refer to DIR's Public Works Manual at: http://www.dir.ca.gov/dlse/PWManualCombined.pdf.

B.3.29 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B.3.30 Responsibility for Work.

The Recipient 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 Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project including, but not limited to payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B.3.31 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the Project.

B.3.32 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

B.3.33 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

B.3.34 Timeliness.

Time is of the essence in this Agreement.

B.3.35 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B.3.36 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

B.3.37 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

B.4 MISCELLANEOUS STATE REQUIREMENTS

B.4.1 State Program Requirements for Proposition 68 Groundwater.

(a) Remediation Costs Limited. (Pub. Resources Code, § 80141.) Project Funds shall not be used to pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer, but may be used to pay costs that cannot be recovered from responsible parties. Parties that receive funding for remediating groundwater storage aquifers shall exercise reasonable efforts to recover the costs of groundwater cleanup from the parties responsible for the contamination. Funds recovered from responsible parties may only be used to fund treatment and remediation activities including operations and maintenance.

(b) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.

(c) Sustainable Groundwater Management Act (SGMA) Compliance. (Wat. Code, § 10720-10737.8.) To the extent required under SGMA, the Recipient shall comply with the following:

(1) If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to DWR. (Wat. Code, § 10735.2 (a)(1).)

(2) If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).

(3) If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.

B.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

(a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

(b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

(c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.

(d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.

(e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

(f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).

(g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.

(h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

(i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

(j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

(k) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five -year infrastructure plan).

(l) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.

(m) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

(n) Union Activities. The Recipient hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. The Recipient certifies that none of the Project Funds will be used to assist, promote, or deter union organizing. If the Recipient incurs costs or makes expenditures to assist, promote, or deter union organizing, the Recipient will maintain records sufficient to show that no reimbursement from Project Funds has been sought for these costs and the Recipient shall provide those records to the Attorney General upon request.

CITY OF EL MONTE

FINANCE DEPARTMENT
CITY COUNCIL AGENDA REPORT

COUNCIL MEETING OF DECEMBER 14, 2021

December 6, 2021

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 REQUEST FOR PROPOSAL (RFP) FOR A CITYWIDE OPERATIONAL EFFICIENCY STUDY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Request for Proposal (RFP) (Attachment 1) for a Citywide operational efficiency study; and

2. Authorize City staff to publish and solicit proposals for the related RFP.

DISCUSSION

The City provides a variety of services to the community ranging from public safety to park & recreational activities. These services are all provided by a hand full of departments which are administered under the direction of the City Manager and supported by the City Council. Currently, the City operates five (5) primary departments consisting of Police Services; Public Works; Economic Development; Parks & Recreations, and Administrative Services. Within each department there are a multitude of subcomponents or divisions that encompassed a variety of services. In total, the City employs approximate 300 full time positions and up to 200 part-time employees during the fiscal year.

Over the past several years the City has seen a fluctuation in operating costs and staffing size along with the challenge of balancing the annual operating budget. In light of these challenges, the City seeks to gain a better understanding of the overall operational efficiency of providing these services and identify areas that may not be operating efficiently due to shortage of staffing or other resources. As a result, staff seeks to solicit one (1) or more firms through a Request for Proposal (RFP) to perform a complete diagnostic evaluation of the overall operational efficiency of the City.

The intent of this RFP is to find one (1) or more qualified firms to review each of the individual departments and identify areas of inefficiency and develop recommendations to streamline operations to increase productivity and develop cost saving measures. Another key focuses will be to integrate information technology to increase productivity while streamlining overall operations. Another key component to the operational efficiency study will identify the optimal number of employees required to adequately operate each department while still providing reliable services to our community.

FISCAL IMPACT/ FINANCING

There is no cost to the City at this time for advertising the operational efficiency study RFP. Once City staff has adequately vetted the qualified firms that respond to the RFP, staff will present the results to the City Council and award the contract at a subsequent meeting.

CONCLUSION

It is recommended that the City Council approve the submittal and publication of the proposed operational efficiency study request for proposal (RFP) and direct staff to present the findings of the RFP to City Council at a future subsequent date.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRUCE FOLTZ
Finance Director

Attachment(s):

1. Request for Proposal (RFP) for a Citywide Operational Efficiency Study

DATE: December 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

REQUEST FOR PROPOSAL FOR CITY-WIDE OPERATIONAL EFFICIENCY STUDY

DECEMBER 2021

IMPORTANT DATES

RFP ISSUED	December 15, 2021
REQUEST FOR CLARIFICATION DUE DATE	January 20, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 5:00 PM	February 10, 2022

REQUEST FOR PROPOSALS

CITY-WIDE EFFICIENCY STUDY

~0~

TABLE OF CONTENTS

1. PURPOSE....2
2. BACKGROUND....3
3. SCOPE OF SERVICES....4
4. PROJECT METHODOLOGY....12
5. EXPECTED METHOD RELATING TO POLICE DEPARTMENT ...13
6. EXPECTED DELIVERABLES 14
7. PROPOSAL FORMAT....14
8. EVALUATION CRITERIA 16
9. SCHEDULE OF DATES....17

ATTACHMENT "A" - ORGANIZATIONAL CHART

ATTACHMENT "B" - STAFF POSITIONS BY DEPARTMENT

ATTACHMENT "C" - SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

1. Purpose

The City of El Monte (hereinafter referred to as the City) is soliciting one or more qualified professional firm(s) to conduct an Operational Efficiency Study on the performance of the City's primary services of Public Safety; Public Works; Economic Development/Planning; Parks & Recreations, and Administration. The objective is to conduct a comprehensive diagnostic analysis of the City's operations to identify the optimal operating efficiency for each department by determining the appropriate staffing levels while identifying cost saving measures to eliminate redundancies, waste, inefficient or unnecessary operations as well as incorporating information technology to automate processes to increase productivity and other means to maximize operational efficiencies.

The qualified firm(s) shall identify and coordinate with the City to implement specific strategies to improve efficiency of municipal government operations, and thereby improving the value of government services delivered to the community.

The approach of this study should be based on best practices in both municipal government and private industries where applicable, and comparable practices with cities of equal or greater size based on population, number of FTEs, and services levels.

It is the desire of the City Council of the City of El Monte to ensure that all programs, operations, and services of the City of El Monte are operating at the maximum efficiency creating the highest value for its citizens.

The objective is to evaluate each department's existing staffing and service levels and determine the optimal efficient and effective methods to deliver existing services while developing strategies to reduce overall operating costs.

While this Request for Proposal (hereinafter referred to as RFP) identifies areas of concerns of the City, these items are not an all-inclusive list of items to be considered or examined. The City expect applicants to not only address the items identified within this RFP but to make recommendations of other areas which will provide a full and in depth analysis of each department to enable the consultant to clearly identify areas of weaknesses and inefficiencies which will allow the consultant to make valid and reasonable recommendations to improve operational efficiency and effectiveness which will lead to increase productivity and cost saving measures.

Upon successful award of the RFP, the consultant shall work with City staff to define the full scope of services and analytical analysis for each department in order to achieve the desired results of determining the maximum level of operational efficiency and cost cutting measures and develop a timeline for completing the project.

The firm(s) will be expected to present their findings in a concise report and present their findings or recommendations to the City Council upon completion of the project.

The selected firm will 1) identify and clearly report areas of inefficiency within each department to City Council. 2) Establish a strategic plan to eliminate the inefficiency and identify milestones to achieving such plan; 3) within 18 months of presenting the strategic plan, reevaluate all City departments to identify if the implementation plan was successful and identify areas of improvement.

Interested and qualified firms should submit their proposals identifying their individual approach in achieving the desired goals and objectives of this RFP. Within the proposal each consultant should clearly identify their unique approach of how they will identify, analyze and report on their findings; recommendations, presentation to City Council, strategies for improvements including milestones benchmarks and best practices.

The scope of work identified within this RFP are key fundamental areas of concern to the City however, this is not an exclusive list of tasks. The City seeks applicants to review the information within this document including the City's most recent financial report and budget documents to gain a better understanding of the fundamental functions of the City. The City is seeking firm(s) to provide recommended best practices approach in developing an analysis of the overall operating efficiency of the City. Questions and clarifications of City operations will be available to all applicants until the cutoff period. One or more applicants may be selected for this RFP based on their experience in a particular field, approach, recommendations and presentations.

Upon submitting your proposal please provide five references of similar work assignments and provide two to three copies of your best example of operational efficiency studies that you have performed within the past five years.

2. Background

The City of El Monte was incorporated on November 18, 1912 as a general law city and operates under a Council/City Manager form of government. It is governed by an elected five-member council of which four council members elected at large for a four year term and the mayor position is elected at large and serves a two year term. The City Council is responsible, among other things, for passing ordinances, adopting the budget, appointing committee members and hiring the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Council; for overseeing the day to day operations of the City, and for appointing the heads of the various departments.

The City provides a full range of public services including police, community development, parks and recreation, sewer and the construction and maintenance of public streets and roads. The City also contracts for fire services through Los Angeles County. Water services are provided by the El Monte Water Authority, which functions as a department of the City of El Monte.

The City is comprised of five primary divisions which consist of Public Safety; Public Works; Economic Development; Parks & Recreation and General Government.

Public Safety consists of both the El Monte Police Department and fire services which are provided through a contract with Los Angeles County Fire Department of which, the fire service contract would be excluded from the analysis under this RFP. The El Monte Police Department consists of 122 sworn officers and approximately 38 supportive staff consisting of eight custody officers who oversee Jail services; 10 dispatch operators, records, parking enforcement and administrative support staff. The police department also maintains a helicopter program as support service which operates four nights a week Thursday through Sunday.

Public works operations employ approximately 90 full time positions and oversee facility maintenance; fleet maintenance; streets maintenance; engineering; transportation; water, and sewer operations.

Economic Development is comprised of the divisions of planning and land development; housing; code enforcement; animal control; building & safety and administrative staffing.

Parks and Recreation consist of approximately 12 full time positions and a range of up to 130 part-time positions which support the following five divisions: Aquatics; Parks & Recreation; Community & Senior Services; Facilities, Special Programs & Events; Administration.

General Government consists of administrative overhead departments of Finance & Treasury; City Clerks' Office; City Managers' Office; Public Information Office; Information Technology; Human Resources and the City Council. Attachment 2 of this document identifies the staffing levels for each department.

3. Scope of Services

The underlying objective is to perform a comprehensive diagnostic analysis of the City's existing operations to identify the optimal operating efficiency and effectiveness of each of the City's five independent departments by determining the appropriate staffing levels while identifying cost saving measures to eliminate redundancies, waste, inefficient or unnecessary operations as well as incorporating information technology to automate processes to increase productivity and other means to maximize operational efficiencies. The firm(s) should also consider and

identify future staffing levels based on projected future demand for services and identify what level of additional services would constitute the increase in additional staffing.

All firms interested in submitting a bid for this RFP should prepare a proposal that will clearly and concisely identify their proposed methodology, philosophy and assumptions on the best plan to obtain sufficient information to fully understand the detail complexity of each department and will allow the firm to successfully diagnose inefficiencies within each department and propose and articulate their recommendations on how to successfully improve efficiencies while identifying cost saving measures.

Overview of services to be provided by the successful proposer will include but not be limited to:

- Conduct a performance evaluation to provide objective analyses, findings, conclusions, and recommendations to assist with improving program performance and operations, insuring equity, promoting a culture of high performance, and contributing to accountability, transparency and public information.

- Provide a comprehensive performance evaluation which includes assessments of programs and services effectiveness, and efficiency.

- Recommend measures designed to add value, improve the organization's operations, and ensure consistency in the application of laws, codes, and other regulations.

- Review the current organizational structure of each department and its division's current procedures and systems, and the resources allocated to the department, with regard to the operational requirements and objectives that have been assigned to the department.

- Identify strengths and weaknesses of the organizational structure, operating procedures and systems, utilization of technology, and allocated resources, to determine the most cost-effective and strategic way to meet current and future needs.

- Incorporate benchmarking with similar departments in other local governments comparable to the City of El Monte, with emphasis placed on identifying those regarded as employing best practices.

- Recommend practical, achievable and realistic revisions/adjustments to reporting relationships, position titles and job functions that would:

    - Clarify roles, responsibilities and authority of staff.

- Eliminate duplication and overlap of responsibilities within each department and between other City departments.
- Improve the delivery time and quality of services provided by the department.
- Improve communications within and between departments.

Areas of consideration relating to the study should include, but not limited to,

- Conducting interviews with City Council and City staff as needed to develop a detailed comprehensive understanding of the overall organizational structure; the intimate detailed operations of each department, and identify City Council's expectations of both service levels; City staff productivity, and quality of service expectations.

- Evaluate existing Employee Memorandum of Understanding (MOUs) of all labor groups to identify areas of lavish benefits compared to cities of equal or greater size and make recommendations of cost cutting measures while still offering competitive compensation to retain and attract qualified employees.

- Overview of best practices, the firm shall identify and evaluate existing policies and procedures for each department and identify areas of improvement by identifying new policies as needed or recommend by the selected firm.

- The successful firm shall also identify any areas of operations that would be most suitable for outsourcing to a third party as opposed to the City providing the services by existing staff or identify how outsourcing portion of existing services is the most efficient method to augment or assist in addition to the existing services.

- Conduct a review of the staffing and operational efficiency of the Patrol Bureau of the El Monte Police Department (EMPD).
    - Conduct a workload-based analysis of current staffing needs in relation to demand for service. Relevant demand for service factors include but are not limited to crime rates, 911 calls, and industry best practice call response times; city population, visitorship and overall resident population demographics; trends in population density, trends in the issuing of building permits (residential and non-residential) and liquor licenses; and/or other relevant metrics.
    - Recommend staffing levels in relation to demand for service. Forecast future staffing in light of estimated changes to the demand for service factors described above.
    - Review the proportion of time spent by Patrol officers on non-call

response activity (i.e., proactive policing activities, community engagement and procedural justice activities, administrative time, etc.). Recommend the optimal proportion of proactive time for patrol officers based on peer cities' practices, industry standards, and/or research-informed best practices.

- Review the efficiency of the current practice of assigning certain investigative functions to Patrol Bureau. Recommend the most efficient and effective organizational model for completing these investigative functions based on peer cities' practices, industry standards,and/or research-informed best practices.
- Review patrol shifts and scheduling in relation to current demand for service and task environment. If applicable, recommend alternate models that would increase the efficiency or effectiveness of Patrol activities.
- Review existing administrative and operational business processes to identify areas that could be streamlined or other potential efficiencies.
- Review the use of overtime to meet staffing needs. If applicable, recommend changes to overtime policies, management, or controls to best use overtime to maximize both cost efficiency and scheduling flexibility.
- In order to implement recommendations from a concurrent study of 911 call prioritization, the Consultant should plan to present findings and recommendations of the Patrol staffing review in a format that can be disaggregated by call priority level and call type.
- Evaluate the root cause of operational overtime within the Patrol Bureau and identify viable options to rigorously reduce total overtime costs.

- Conduct a review of the staffing and operational efficiency of the investigative functions of the El Monte Police Department.

    - Conduct a workload-based analysis of current staffing needs in relation to demand for service, attending to factors including caseload, disposition of cases, closure rates, time to closure, solvability, crime rates, or other relevant metrics.
    - Recommend staffing levels in relation to demand for service. Forecast future staffing in light of estimated changes to the demand for service factors described above.
    - Review existing administrative and operational business processes to identify areas that could be streamlined or other potential efficiencies.
    - Review the use of overtime to meet staffing needs. If applicable, recommend changes to overtime policies, management, or controls to best use overtime to maximize both cost efficiency and scheduling

flexibility.

- Review the use of sworn vs. civilian personnel, particularly the use of civilian personnel in administrative or technical roles. If applicable, recommend changes to how and where civilian and sworn personnel are deployed to make the best use of their skills and expertise.
- Evaluate the root cause of operational overtime within the Detective Bureau and identify viable options to rigorously reduce total overtime costs.

- Conduct a review of the staffing and operational efficiency of all other divisions and functions of the El Monte Police Department, including Police Dispatch, City Jail, Records, Internal Affairs and Police Administration.

    - Workload-based analysis of current staffing needs in relation to demand for service, attending to factors including changes to staff training hours, including event-specific training, and the staffing of training roles; changing requirements and expectations for IT and records infrastructure, including increased volume of public data requests; increased expectations around recruitment, including increasing the diversity of hiring in terms of race, gender, ethnicity, and other protected classes under statute or local ordinance; and a departmental commitment to procedural justice policing.
    - Recommend staffing levels in relation to demand for service. Forecast future staffing in light of estimated changes to the demand for service factors described above.
    - Review existing administrative and operational functions to identify whether they duplicate existing services in other City departments, and/or other entities (e.g., another public safety jurisdiction, a private-sector vendor or partner, etc.) that can serve EMPD needs. Recommend which EMPD functions or services, if any, could be performed with equal or greater efficiency and effectiveness by other city departments.
    - Review existing administrative and operational business processes to identify areas that could be streamlined or other potential efficiencies
    - Review the use of overtime to meet staffing needs. If applicable, recommend changes to overtime policies, management, or controls to best use overtime to maximize both cost efficiency and scheduling flexibility.
    - Review the use of sworn vs. civilian personnel, particularly the use of civilian personnel in administrative or technical roles. If applicable, recommend changes to how and where civilian and sworn personnel are deployed to make the best use of their skills and expertise.

- Evaluate the appropriate staffing levels for the Human Resource/Risk Management department to adequately support approximate 300 full time equivalent positions and approximate 200 part-time positions.

- Evaluate the risk management function of the City and if one full time position should be dedicated to this function within the City's Human Resources Department.

- Evaluate if any existing services could be provided through a joint partnership with other agencies or municipalities to create synergy and cost saving measures such as outsourcing Jail, Dispatch or other services.

- Identify quantitatively and qualitatively the cost benefit of maintaining the existing Helicopter program and the rationale to eliminate the program; maintain the existing program or develop a completely new program.

- Identify the cost benefit of the City operating and maintaining the aquatic center versus leasing or outsourcing the pool operations to a nonprofit organization such as the YMCA or other agency.

- Identify areas that may be reduced or eliminated should the City have financial difficulties in the future. Develop a proposed reduction plan in the event there is a significant reduction in revenues or unforeseen cost that would jeopardize the City's solvency or require a 25% reduction in reserves funds. This analysis should be based on City Council's preference in reducing services and best practices by municipal governmental agencies. The approach may be identified in reducing costs on a tiered approach. For example, certain events would trigger level one reduction while different events would trigger level two reductions which would be significantly greater than level one reductions.

- Identify the cost benefit of developing a centralized purchasing department and the number of employees that would be required to support the entire city. Identify how the cost of the purchasing department could be financially supported by other departments.

- Identify the cost benefit of developing a centralized information technology department or bifurcating the IT department between the police department and non-sworn operations. Based on the threat of cybersecurity, what is the optimal level of staffing or

a combination of internal staff and external third party supportive services should be used?

- Identify the existing efficiency level of animal control services and the cost benefit of outsourcing this service to another agency.

- Identify the existing efficiency level of code enforcement and the cost benefit of outsourcing this service to another agency.

- Evaluate if the costs associated with operating and maintaining administrative overhead costs such as the City Clerks' Office, Human Resources, Finance, City Manager's Office and City Council should be allocated to each of the four primary service departments of the City.

- Identify and evaluate if the elected positions of City Clerk and City Treasurer should be eliminated or remain as elected positions.

- Evaluate the efficiency of the recruitment process from initial request at the department level to final onboarding of new employee.

- Evaluate the average number of vacant positions per month, identify why many positions are unfilled and the effect on productivity.

- Evaluate the efficiency of purchase requisitions and change orders.

- Evaluate the efficiency of preparation of the City Council Agenda from initial staff report to publication of the agenda.

- Evaluate the current plan check review process. Identify if the current partnership with a third party plan review company is the most efficient and cost beneficial to the City.

- Analyze jail statistics such as occupancy, peak demand times, average booking rate, staff overtime, etc. in order to better determine if co-partnering with a neighboring agency or privatization of the existing jail services would be more practical and cost effective.

- Analyze current detective bureau statistics, such as case load, solvability, overtime, etc. in order to determine if implementing a 24/7 detective bureau schedule would be more efficient for crime victims and cost effective to the organization.

- Identify role and responsibility of the contracted City Attorney's Office (CAO) in order to determine if the CAO is subsidizing tasks that should be performed by full-time City staff. Advise if standardized form management implementation would be cost effective to reduce cost and stimulate consistency i.e. boilerplate contract templates, agreements, staff reports, etc.

- Identify policy, procedures, forms or alternative measures that could be implemented to more easily identify potential conflicts of interests with third party consultants or vendors in order to promote fiscal compliance and transparency.

- Evaluate and advise if outsourced developmental services related to building and planning site plan reviews and other services should be based on time and material rather than revenue share.

- Conduct an employee engagement/satisfaction survey in order to provide leadership with detailed insights and direction to measure and improve employee engagement, improve workplace culture and civility amongst coworkers, reduce complaints and grievances, employee retainage, etc.

- Evaluate the efficiency of current development services from plan submittal through certificate-of–occupancy.

- Within each of five individual departments identify existing areas of operations that are operating efficiently and effectively.

- Identify and develop a succession plan/model for critical positions within the organization. Reestablish ICMA Leadership University, cross training plans and other visionary approaches.

- Where feasible, the successful firm shall identify within their proposal how the recommended improvements can or would increase employee morale through productivity.

- Evaluate the cost benefit of centralizing the Accounts Payable process whereby all invoices are submitted to a centralized department logged for tracking purposes and electronically distributed to the individual departments. Each department would then review and approve invoices electronically and submit to Accounts Payable for

processing. Currently invoices are first distributed to the individual department and then approved and routed to Accounts Payable for processing.

4. Project Methodology

The consultant shall submit a proposed methodology to achieve the project objectives set out above, which should incorporate the following elements:

- An inventory of all services provided by the department generally (summary form) andthe divisions in particular and identify the resources applied to each of these services.

- Compile and review pertinent background information including:
  - Current departmental organization charts and staff count;
  - Position descriptions and skills/competencies required (as necessary);
  - General industry service norms or standards for delivery of services under the responsibility of the Department.

- Analyze background information to identify key patterns and trends, from which a structured questionnaire would be prepared to obtain pertinent information from employees and stakeholders, to include:

  - Identification of strengths and weaknesses;
  - Relations with other City departments including the extent and nature of interaction;
  - Services including suggestions/comments for improving quality of services provided, cost-saving initiatives and on-time delivery; and
  - Prioritize improvement suggestions.

- Stakeholders interviews:
  - City Council;
  - City Manager;
  - Management team;
  - Department's employees;
  - Community stakeholders; and
  - Other stakeholders as identified by the City Council.

- Obtain comments and observations about current operations, and provide suggestions for improvements whether in the form of interviews, questionnaires or both to identify:

- Significant patterns and trends in perceptions regarding the current level of services provided; organization structure; reporting relationships, and position functions.

- Any duplication/overlap of effort within departments and its divisions.

- Recommendations on how to deliver services in a more efficient and cost effective manner.

- Benchmarking data for each department to comparable cities, identify key trends and patterns in service delivery, and identify improvements, best practices, and a continuous improvement framework thatcan be applied to the department.

- Analyze alternative service delivery models as a possible method to address some or all identified issues. Identify potential impacts upon equity, service delivery, efficiency and effectiveness.

- Review and analysis of department policies and procedures and compliance with federal laws and regulations, state statutes and administrative rules, and City ordinances.

- Review and analysis of program goals and outcomes and the Department's success in achieving goals.

- Review of performance metrics against industry standards and best practices.

5. Expected methods in relation to El Monte Police Department

The research methods for this study are anticipated to include, but are not limited to, the following.

- Quantitative analysis of existing computer-assisted dispatch (CAD) data about calls for service.
- Analysis of other existing data about shifts, scheduling, overtime, and other topics as necessary
  - The City will conduct a background check for any individual proposed to perform work on- site at EMPD locations or with EMPD data. Responders should plan to provide a list of names of these individuals and other requested information about those individuals upon the request of the Contract Manager.
  - The City expects that any data sets used will be identified, agreed upon, and understood via collaboration between Consultants and relevant stakeholders from EMPD and/or other departments as applicable.
- Data collection from EMPD staff and other internal stakeholders as

necessary via individual interviews, group interviews, and/or surveying.
    - The City expects the Consultant to conduct staff interview as necessary.
- Document review of existing EMPD business processes, EMPD operational functions, and operations in other City departments which may duplicate EMPD operations.
- Review of key research literature and/or data about the performance of peer cities, for purposes of benchmarking comparisons.

6. Expected deliverables

- A written evaluation report detailing the process for and results of each task listed above in the Scope of Services. The written report should include an executive summary and a summary of recommendations.
    - Depending upon the project start date and timeline, the City reserves the right to request periodic status updates on the study's progress and/or reporting about one or more tasks as they are completed, rather than at the end of the project period.
    - When forecasting future staffing needs, the consultant may provide a long-range estimate of staffing needs or a tool that allows the City to replicate the staffing analysis in future years.
    - If Consultants recommend that one or more other City departments absorb work currently done by an existing department, include recommendations about whether and how those other departments may need additional capacity or resources to do so.
- Engagement with internal stakeholders: beyond data collection, the Consultant should expect to work with the Project Manager to identify stakeholders within the City who should be engaged in the study at various stages. Key stakeholders may include City Council members, City Manager, Directors, City Staff, Chief of Police or representatives of the Police Officers' Associations.
- Consultant will be expected to provide presentations to City Council to adequately present the evaluation report for each department and a follow up report for each department after 12 to 18 month of the original evaluation report.

7. PROPOSAL FORMAT:

The Consultant shall provide the appropriate information in sufficient detail to demonstrate that they have the skills; expertise; adequate staffing; experience, and capacity to sufficiently analyze, evaluate, and provide viable recommendations on areas of improvement that will increase efficiencies and effectiveness of services and productivity while identify cost saving measures.

To allow for easier comparison of proposals during evaluation, proposals should contain the following section and appendices and be arranged in consecutive order.

- Executive Summary - The Executive Summary should include a clear statement of the Consultant's understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, an estimated timeline, a description of the proposed methodology, and a summary of the proposed services.

- Scope of Services - Describe in detail how services will be provided and, to the extent applicable, your perspective on the tasks in the scope of services. For each expected task listed in the "Scope of Services" and for any additional proposed tasks, include the following as part of a detailed listing and description of tasks and deliverables:

    - The Consultant's approach to each of the tasks (i.e. quantitative and qualitative methodologies)
    - A brief listing of the information necessary to complete each task (e.g., access to specific personnel, access to particular data sets or a minimum number of months or years of existing data, etc.);
    - The Consultant's expectations about any City staff involvement in the design, execution, or interpretation of each task.;

- Experience and Capacity - Describe background and related industry experience demonstrating ability to provide required services. Include the number of years in this field of business under all business names, including any prior names or DBA names, and the total Number of years in business under current or previous names in any field of business. Indicate if company expansion or use of subcontractors will be required to provide service.
    - Briefly describe a data management plan for how data from the El Monte Police Department will be accessed, stored, and secured.

- References - List five references from contracts similar in size and scope. Provide each reference's contact name, organization, email and current phone number. Listed references should include a 1-2 sentence description of the work performed and an approximate total project cost. References from contracts for staffing or operational reviews of public safety agencies are preferred.

- Work samples – Provide two to three examples of similar work the Consultant has performed in law enforcement by providing final project reports from

contracts similar in size and scope. The work samples provided should be projects in which one or more of the personnel listed below have played a primary role.

- Personnel Listing - Show involved individuals with resumes and specific applicable experience. Sub-consultants should also be listed.

- Cost/Fees - Indicate proposed cost of service including a description of how costs were determined; hourly rates; direct costs and payment billing schedule. Consultant shall identify the proposed cost by department such as Police Services; Public Works; Economic Development; Parks & Recreation and Administration.

- Submit proposal to:
  City of El Monte
  Attention Finance Department
  11333 Valley Boulevard
  El Monte, CA 91731

- **Proposal Submittal Deadline February 10, 2022**

8. EVALUATION CRITERIA

Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of El Monte. The Evaluation Panel reserves the right to select a "short list" of qualified Consultants who will be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the following five criteria:

- Project understanding and responsiveness to and experience with the specific tasks in the scope of work.
-
- Relevant experience with the specific tasks in the scope of work.
- Project Methodology to achieve the final report.
- Capacity of the consultant to accomplish tasks on a timely basis, within City requirements, and with appropriate reliance on City resources.
- Cost of services proposed.

A formal Presentation/Interview may be requested of the "short list" Consultants. Specifically, the City requests that the Consultant's Project Manager assigned to the proposed project team lead the Presentation and that actual members of the project team (including any sub-consultants) participate in the formal presentation/interview.

If held, the Presentation/Interview of the "short listed" Consultant's may consist of

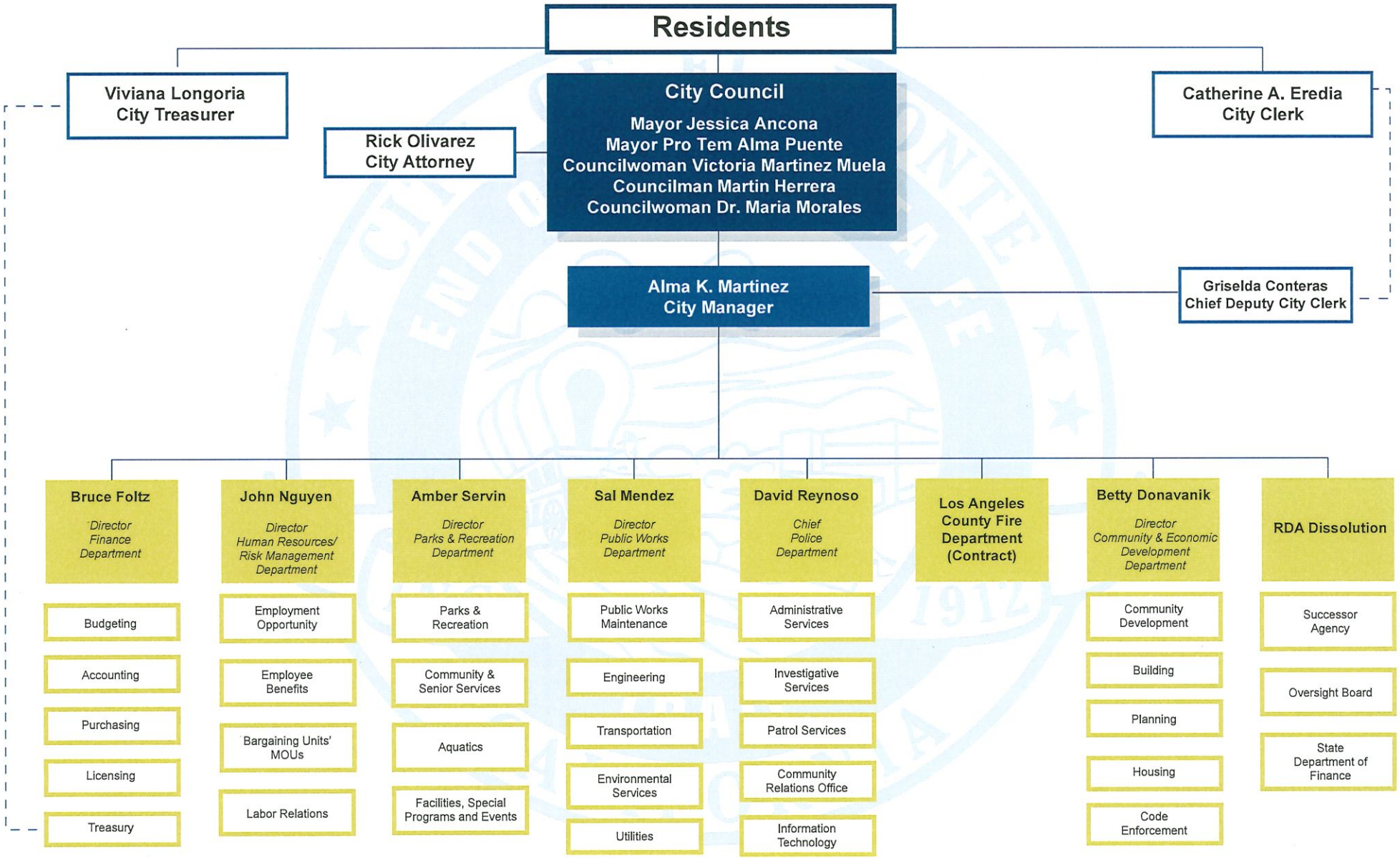
the following elements:

- Discussion of the Consultant's approach to providing services for this Project based upon the Scope of Services described herein.
- Overview of the Consultant's experience as related to the Scope of Services, including qualifications and experience of assigned staff.

Criteria	Maximum Point Value
1) Project Understanding	20
2) Relevant Experience	25
3) Project Methodology	25
4) Capacity to accomplish tasks	20
5) Cost Proposal	10
Total Points	100

9. Schedule of Dates

Request for Proposal Release Date	December 15, 2021
Request for Clarification due Date	January 20, 2022
Proposal Submittal Deadline	February 10, 2022


Residents
Viviana Longoria
City Treasurer
Rick Olivarez
City Attorney
City Council
Mayor Jessica Ancona
Mayor Pro Tem Alma Puente
Councilwoman Victoria Martinez Muela
Councilman Martin Herrera
Councilwoman Dr. Maria Morales
Catherine A. Eredia
City Clerk
Alma K. Martinez
City Manager
Griselda Conteras
Chief Deputy City Clerk
Bruce Foltz
Director
Finance
Department
Budgeting
Accounting
Purchasing
Licensing
Treasury
John Nguyen
Director
Human Resources/
Risk Management
Department
Employment Opportunity
Employee Benefits
Bargaining Units' MOUs
Labor Relations
Amber Servin
Director
Parks & Recreation
Department
Parks & Recreation
Community & Senior Services
Aquatics
Facilities, Special Programs and Events
Sal Mendez
Director
Public Works
Department
Public Works Maintenance
Engineering
Transportation
Environmental Services
Utilities
David Reynoso
Chief
Police
Department
Administrative Services
Investigative Services
Patrol Services
Community Relations Office
Information Technology
Los Angeles County Fire Department (Contract)
Betty Donavanik
Director
Community & Economic
Development
Department
Community Development
Building
Planning
Housing
Code Enforcement
RDA Dissolution
Successor Agency
Oversight Board
State Department of Finance

ATTACHMENT B
POSITIONS BY DEPARTMENT

City Clerks' Office

1. City Clerk (elected position)
2. Chief Deputy City Clerk
3. Deputy City Clerk

City Mangers' Office

1. City Manager
2. Assistant City Manager
3. Executive Assistant to the City Manager
4. Senior Administrative Assistant
5. Office Assistant
6. Graphic Designer

Information Technology Division

1. IT Manager
2. Senior IT Analyst (2 positions)
3. IT Specialist

Human Resources

1. HR/Risk Management Director
2. Risk Manager (currently vacant and unfunded)
3. Senior Management Analysts (2 positions)
4. Administrative Analyst
5. HR/Risk Management Specialist

Treasury

1. Finance Manager
2. Senior Account Clerk
3. Account Clerk (2 positions)

ATTACHMENT B
POSITIONS BY DEPARTMENT

Finance & Accounting

1. Finance Director
2. Accounting Manager
3. Accountant II (3 positions)
4. Management Analyst
5. Finance Technician II
6. Payroll Clerk
7. Account Clerk (2 positions)

Parks and Recreations

1. Park, Recreations & Community Services Director
2. Administrative Assistants (2 positions)
3. Aquatic Supervisor
4. Aquatics Coordinator
5. Park & Recreations Supervisor (2 positions)
6. Recreation Coordinators (4 positions)
7. Social Worker
8. Recreation Services Manager

Economic Development

1. Community & Economic Development Director
2. Deputy Director of Community & Economic Development
3. Senior Project Manager
4. Community Liaison
5. Management Analyst
6. Chief Building Official
7. Senior Permit Technician
8. Housing Manager
9. Senior Housing Program analyst
10. Housing Program Analyst
11. Administrative Specialist (2positions)
12. Assistant City Prosecutor

ATTACHMENT B
POSITIONS BY DEPARTMENT

13. Neighborhood Services Manager
14. Code Enforcement Officers (5 positions)
15. Animal Control Officers (2 full-time positions)
16. Animal Control Officers (2 part-time positions)
17. Senior Office Assistants
18. Senior Planner (2 positions)
19. Associate Planner
20. Assistant Planner
21. Account Clerk

Public Works

1. Public Works Director
2. Senior Project Manager
3. Senior Administrative Assistant
4. City Engineer
5. Senior Civil Engineer
6. Management Analyst
7. Public Works Clerk
8. Public Works Operations Manager
9. Public Works Maintenance Supervisor
10. Public Works Supervisors (3 positions)
11. Administrative Analyst
12. Senior Heavy Equipment Mechanic
13. Traffic Signal Technician
14. Maintenance Specialist
15. Heavy Equipment Mechanic
16. Electrician Assistant
17. Maintenance Crew Lead (6 positions)
18. Maintenance Workers (20 positions)
19. Transportation Operations Manager
20. Transportation Analyst
21. Transportation Coordinator (2 positions)
22. Senior Transportation Drivers (2 positions)

ATTACHMENT B
POSITIONS BY DEPARTMENT

23. Transportation Drivers (2 positions)
24. Administrative Clerk
25. Utilities Manager
26. Water System Supervisor
27. Associate Civil Engineer
28. GIS Analyst
29. Water System Crew Leader
30. Collection Crew Leader
31. Water Systems Operator II (3 positions)
32. Collections Worker II (2 positions)
33. Water Systems Operator I
34. Water Meter Reader
35. Collections Worker I (3 positions)
36. Office Assistant

Police Department – Sworn

1. Chief of Police
2. Captains (2 positions)
3. Lieutenants (6 positions)
4. Sergeants (16 positions)
5. Corporals (13 positions)
6. Officer/Bonus Assignment (39 positions)
7. Police Officer II (12 positions)
8. Police Officer I (32 positions)
9. Helicopter Pilot

Police Department – Non-Sworn

1. Police Communications Manager
2. Management Analyst
3. Senior Administrative Assistant
4. Custody Supervisor
5. Police Dispatch Supervisors (4positions)
6. Property & Evidence Technician

ATTACHMENT B
POSITIONS BY DEPARTMENT

7. Police Records Supervisor
8. Administrative Specialist
9. Custody Officers (7 positions)
10. Police Dispatchers (10 positions)
11. Senior Parking Technician
12. Equipment Maintenance Technician
13. Parking Technician
14. Police Records Technicians (7 positions)

Attachment C

2022

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Operational Efficiency Study)

(Parties: _____and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____2022 ("Effective Date"), by and between the CITY OF EL MONTE, a municipal corporation ("CITY") and _____ (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

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

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

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____under Agenda Item No._____.

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

I.

ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term of _____ from the Effective Date through _____ (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "Letter of Engagement for _____ dated_____, (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 Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.3 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;

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.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the Fee Schedule (hereinafter, the "Fee Schedule") which is attached and incorporated Scope of Work. The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted sum of $_____ (hereinafter, the "Total Not- to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Total 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 termsof this Agreement.

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

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

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of

this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

11.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Bruce Foltz, Director of Finance, (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or 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 his designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates _____, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or her designee will supervise and direct the performance of the Work, using her 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 periorm the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the periormance 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 periormance 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 periorm 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 periorm 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 periormance of this Agreement are as follows: Tara Matthews, Principal-in-Charge and Dominique Clark, Senior Associate.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be periormed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of periorming 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 periorm similar or different services for other principals during the term of this Agreement, provided such work does not unduly interiere with CONSULTANT's competent and timely periormance of the Work contemplated under this Agreement and provided the periormance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel periorming 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 periormance 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.

111.
INSURANCE

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

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

damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

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

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per claim.

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

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

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

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

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.8 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein

Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold

harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.28.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 5.28.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of

Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

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

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

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

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

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

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the

CITY's exercise of its remedies under this Agreement.

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

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

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

VI.
MISCELLANEOUS PROVISIONS

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

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in

any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CITY:
City of El Monte
Finance Department
11333 Valley Boulevard
El Monte, CA 91731
Attn: Bruce Foltz
Phone: (626) 580-2075

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage,

brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

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

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

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

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

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

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

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

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

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

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

6.20 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)

CITY OF EL MONTE

FINANCE DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021
SUCCESSOR AGENCY TO THE FORMER EL MONTE
COMMUNITY REDEVELOPMENT AGENCY

December 2, 2021

The Honorable Mayor and City Council
City of El Monte and Members of the
Successor Agency Governing Board
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

This staff report has been prepared for the joint consideration and action of the City Council of the City of El Monte ("City Council") and the City Council serving as the governing board of the Successor Agency to the former El Monte Community Redevelopment Agency ("Successor Agency") at the City Council meeting scheduled for December 14, 2021. Staff presents the following item for City Council consideration:

APPROVAL OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE 22-23, SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2022-23, AND ACCOMPANYING RESOLUTION

RECOMMENDATION

Staff recommends that the City Council and the Successor Agency approve the Recognized Obligation Payment Schedule ("ROPS") 22-23 and Administrative Budget for the July 1, 2022 through June 30, 2023 period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Health and Safety Code ("HSC") Section 34177(l) requires the Successor Agency to annually prepare and submit a ROPS prior to each ROPS period to the Oversight Board, County Auditor-Controller, State Controller's Office ("SCO"), and State Department of Finance ("DOF") for review and approval. For the ROPS period of July 1, 2022 to June 30, 2023, the statute requires that an Oversight Board-approved ROPS be submitted to the DOF and the County Auditor-Controller by no later than February 1, 2022 If the ROPS is not submitted by that deadline, the City of El Monte ("City") (as the City and not as the Successor Agency) will be subject to a civil penalty of $10,000 per day for each day it is late. These requirements for the ROPS took effect in 2012 as a result of Assembly Bill ("AB") 1484 (Chapter 26, Statutes of 2012), which was enacted on June 27, 2012.

ROPS 22-23 ENFORCEABLE OBLIGATIONS

The ROPS 22-23 contains many of the same enforceable obligations listed on the last ROPS. The ROPS 22-23 line items include the following:

- Administrative allowance (Line Item #3), which is limited to the greater of $250,000 per year, or 3 percent of Redevelopment Property Tax Trust Fund ("RPTTF") revenue distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency ("RDA") loan repayments. However, the administrative allowance cannot exceed 50 percent of RPTTF distributed in the prior fiscal year, excluding the administrative allowance and any City/former RDA loan repayments. In the Successor Agency's case, the maximum allowable ROPS 22-23 administrative allowance is $250,000, which is the amount being requested. The Successor Agency's Fiscal Year 2022-23 Administrative Budget is included as Exhibit B to the resolution;

- 2010 Lease Revenue Bonds payments and trustee fees (Line Items #12 to #15 and #86);

- Development costs associated with the Transit Village Project (Line Item #63; note that the funding source is bond proceeds, rather than RPTTF);

- 2017 Bonds debt service payments, trustee fees, and continuing disclosure costs (Line Items #69, #97, #98); and

- HUD Section 108 loan repayment and trustee fee (Line Items #91, #94 and #99). Note that the HUD Section 108 loan funds were received in 2004 and utilized for the development of the Peck/Ramona Triangle retail site.

Note that the ROPS 22-23 does not include repayment of any City loans made to the former RDA prior to redevelopment dissolution. The Successor Agency listed some of these loans on prior ROPS and provided the DOF the relevant executed loan agreements between the City and the former RDA, as well as resolutions of the City and former RDA approving the agreements. However, the DOF has consistently denied repayment, because the Successor Agency is unable to provide evidence of the transfers of funds between the City and former RDA, which took place in the late 1980's, 1990's, and early 2000's. The DOF has also denied other successor agencies' City/RDA loans because of the agencies' inability to provide evidence of the transfer of funds.

ROPS 22-23 CASH BALANCE AND FUND SOURCES

On the ROPS 22-23 form, the Successor Agency is required to report the amount of cash available to the Successor Agency as of the end of the ROPS 19-20 period. At that time, the Successor Agency had $1,248,611 of bond proceeds and $1,752,763 of cash. The $1,752,763 of cash includes the following:

- $971,824 is RPTTF that was designated by the DOF during the approval process for a previous ROPS to be spent in the ROPS 20-21 period (last fiscal year);
- $42,251 is RPTTF that was designated by the DOF during the approval process for the last ROPS to be spent in the current ROPS 21-22 period;
- $3,009 is RPTTF that is available to spend in the ROPS 21-22 period;
- $258,117 is non-RPTTF funds ("Other Funds"), which includes rent and interest income, that was designated by the DOF during the approval process for a previous ROPS to be spent in the ROPS 20-21 period (last fiscal year);
- $178,304 is Other Funds that was designated by the DOF during the approval process for the last ROPS to be spent in the current ROPS 21-22 period; and
- $299,258 is Other Funds that is available to spend in the ROPS 21-22 period.

The DOF will ensure that the Successor Agency's approved ROPS 22-23 distribution amount accounts for the $302,267 amount of RPTTF and non-RPTTF funds that the Successor Agency already has available to be spent in the ROPS 22-23 period.

Pursuant to HSC Section 34186(c), the Successor Agency submitted a ROPS 19-20 Prior Period Adjustment ("PPA") form to the Los Angeles County Auditor-Controller by the October 1, 2021 deadline. The 19-20 PPA form reports the amount of the Successor Agency's ROPS 19-20 distribution that was unspent as of the end of the ROPS 19-20 period, which was $3,009 in the Successor Agency's case. As mentioned above, this amount is included in the $1,752,763 of cash that the Successor Agency held at the end of the ROPS 19-20 period.

LAST AND FINAL ROPS OPTION

Beginning January 1, 2016, successor agencies that have received a Finding of Completion may submit a Last and Final ROPS for approval by its oversight board and the DOF if all of the following conditions are met:

1. Remaining debt includes only administrative costs and enforceable obligations with set payment schedules, such as debt service, loan agreements, and contracts;

2. All remaining obligations have been previously listed on a ROPS and approved by the DOF, pursuant to HSC section 34177 (m) or (o); and

3. The successor agency has no outstanding or unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

The submission of a Last and Final ROPS reduces the administrative burden on successor agencies, as it eliminates the need to prepare a ROPS and complete the ROPS approval process every year. However, once the DOF approves a successor agency's Last and Final ROPS, it can be amended only twice. Additionally, the DOF has been limiting annual administrative allowances to approximately $5,000 per enforceable obligation for successor agencies with an approved Last and Final ROPS. At this point, to allow for greater flexibility, Successor Agency staff prefers to continue submitting the annual ROPS, rather than submitting a Last and Final ROPS.

OVERSIGHT BOARD AND DOF REVIEW

The Successor Agency intends to bring its ROPS 22-23 before the First District Oversight Board at its January 10, 2022 meeting. After obtaining the First District Oversight Board's approval, Successor Agency staff will then electronically transmit the ROPS 22-23 to the DOF, Los Angeles County Auditor-Controller, and the State Controller's Office.

Upon receipt of an Oversight Board-approved ROPS, the DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. Within five business days of the DOF's determination, the Successor Agency may request additional review and an opportunity to meet and confer via on disputed items via phone call or in person. The DOF has up to 15 days prior to the date for property tax distribution to make its final decision after the meet and confer. The RPTTF distribution dates for ROPS 22-23A and 22-23B are on or about June 1, 2022 and January 2, 2023, respectively.

It is respectfully requested that the Successor Agency approve and adopt the resolution approving the ROPS 22-23, which accompanies this memorandum as Attachment No. 1. The ROPS form is included as Exhibit A to the resolution, and the Successor Agency's Fiscal Year 2022-23 Administrative Budget is included as Exhibit B to the resolution.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRUCE FOLTZ
Finance Director

Attachments:

1. Resolution Approving ROPS 22-23
2. Exhibit A to the Resolution: ROPS 22-23
3. Exhibit B to the Resolution: ROPS 22-23 Administrative Budget

DATE: December 14, 2021
PRESENTED TO THE SUCCESSOR AGENCY
☐ APPROVED
☐ DENIED
☐ PULLED
☐ RECEIVED AND FILE
☐ CONTINUED
☑ REFERRED TO
CHIEF DEPUTY CITY CLERK

SA RESOLUTION NO. SA -_____

A RESOLUTION OF THE CITY OF EL MONTE AS THE SUCESSOR AGENCY TO THE FORMER EL MONTE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2022 THROUGH JUNE 30, 2023

WHEREAS, by virtue of the enactment of Health and Safety Code ("HSC") Section 34173(d), the City of El Monte ("City") is the successor agency to the former El Monte Community Redevelopment Agency ("Successor Agency"); and

WHEREAS, pursuant to HSC Section 34177(m), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule ("ROPS") prior to each 12-month fiscal period, in a manner prescribed by the California Department of Finance ("DOF"), and submit the ROPS to the oversight board, the Los Angeles County Auditor-Controller, the State Controller's Office, and DOF for review and approval; and

WHEREAS, pursuant to HSC Section 34177(m), the ROPS for the period beginning July 1, 2022 and ending June 30, 2023 ("22-23") shall be submitted to the oversight board and DOF no later than February 1, 2022; and

WHEREAS, pursuant to HSC Section 34177(m)(2), if a successor agency does not submit a ROPS by the aforementioned deadline, the city, county, or city and county that created the redevelopment agency shall be subject to a civil penalty equal to ten thousand dollars ($10,000) per day for every day the schedule is not submitted to DOF; and

WHEREAS, HSC Section 34177(j) of the Dissolution Act requires the Successor Agency to prepare a proposed administrative budget and submit it to the oversight board for approval; and

WHEREAS, pursuant to HSC Section 34177(j), the Successor Agency's "Administrative Budget" is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the upcoming twelve-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

WHEREAS, Exhibit "A" to this Resolution establishes the ROPS 22-23 and Exhibit "B" to this Resolution establishes the administrative budget for July 1, 2022 through June 30, 2023 in a manner consistent with that prescribed by the DOF; and

WHEREAS, pursuant to HSC Section 34179(j), as of, on, and after July 1, 2018, there shall be only one oversight board staffed by the county auditor-controller in every

California county, with the exception of the County of Los Angeles, which shall have one oversight board for each of the five supervisorial districts in the County of Los Angeles; and

WHEREAS, the consolidated oversight board overseeing the Successor Agency is the First District Consolidated Oversight Board of Los Angeles County ("First District Oversight Board"); and

WHEREAS, as of July 1, 2018, the County of Los Angeles Auditor-Controller established the First District Oversight Board (inclusive of the five oversight boards in the County of Los Angeles) in compliance with HSC Section 34179(j), which serves as the oversight board to the successor agencies located within the boundaries of the First Supervisorial District of Los Angeles County, including the Successor Agency; and

WHEREAS, every oversight board, including both the Successor Agency's prior local oversight board and this newly established First District Oversight Board, has fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues under HSC Section 34188; and

WHEREAS, the County of Los Angeles' First District Oversight Board is expected to consider approval of the ROPS 22-23 and the administrative budget for July 1, 2022 through June 30, 2023 on January 10, 2022; and

WHEREAS, the Successor Agency desires to approve the ROPS 22-23 along with the administrative budget for July 1, 2022 to June 30, 2023 and transmit it to the First District Oversight Board, the Los Angeles County Auditor-Controller, the State Controller's Office, and DOF as required by HSC Section 34172, et seq.

NOW THEREFORE, BE IT RESOLVED THAT THE SUCCESSOR AGENCY TO THE FORMER EL MONTE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE, PASS, AND APPROVE AS FOLLOWS:

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

SECTION 2. **Approval of ROPS 22-23 and Administrative Budget** The Successor Agency to the former El Monte Community Redevelopment Agency hereby approves and adopts the ROPS in the form attached hereto as Exhibit "A" and the administrative budget for the July 1, 2022 through June 30, 2023 period in the form attached hereto as Exhibit "B," as required by Assembly Bill ("AB") X1 26, enacted during the 2011 legislative year, and AB 1484, enacted during the 2012 legislative year.

SECTION 3. **Submittal of ROPS 22-23 and Administrative Budget** Staff is hereby authorized and directed to submit the ROPS 22-23 and the administrative budget to the First District Oversight Board and, following the First District Oversight Board's approval, to the State Department of Finance and other bodies as required by law. The

Successor Agency accepts any changes made by Successor Agency staff and/or the Countywide Oversight Board in advance in order to enable the Successor Agency to submit the ROPS 22-23 to the Department of Finance by the deadline of February 1, 2022.

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

PASSED, APPROVED, AND ADOPTED by the City of El Monte as the Successor Agency to the former El Monte Community Redevelopment Agency at its adjourned regular meeting on this 14th day of December, 2021.

_____
Jessica Ancona, 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. SA-_____ was passed, approved, and adopted by the City Council of the City of El Monte as the Successor Agency to the former El Monte Community Redevelopment Agency, signed by the Mayor and attested by the City Clerk at a meeting of said City held on this 14th day of December 2021, 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

EXHIBIT A

RECOGNIZED OBLIGATION PAYMENT SCHEDULE 22-23

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: El Monte

County: Los Angeles

	Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A	**Enforceable Obligations Funded as Follows (B+C+D)**	**$ 1,248,611**	**$ -**	**$ 1,248,611**
B	Bond Proceeds	1,248,611	-	1,248,611
C	Reserve Balance	-	-	-
D	Other Funds	-	-	-
E	**Redevelopment Property Tax Trust Fund (RPTTF) (F+G)**	**$ 2,654,571**	**$ 1,184,775**	**$ 3,839,346**
F	RPTTF	2,529,571	1,059,775	3,589,346
G	Administrative RPTTF	125,000	125,000	250,000
H	**Current Period Enforceable Obligations (A+E)**	**$ 3,903,182**	**$ 1,184,775**	**$ 5,087,957**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

El Monte
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$109,550,865		$5,087,957	$1,248,611	$-	$-	$2,529,571	$125,000	$3,903,182	$-	$-	$-	$1,059,775	$125,000	$1,184,775
3	Other Funding (ROPS Detail)	Admin Costs	07/01/2014	07/15/2048	Successor Agency	Admin Costs	Various	6,500,000	N	$250,000	-	-	-	-	125,000	$125,000	-	-	-	-	125,000	$125,000
12	Bonds	Bonds Issued On or Before 12/31/10	12/20/2010	02/01/2041	City / Bond Trustee	2010 Lease Revenue Bonds, Series A	Northwest Loans 2C + 2D	6,732,771	N	$172,247	-	-	-	74,364	-	$74,364	-	-	-	97,883	-	$97,883
13	Bonds	Bonds Issued On or Before 12/31/10	12/20/2010	02/01/2041	City / Bond Trustee	2010 Lease Revenue Bonds, Series A	Valley_Durfee Loans 1I + 1J	13,328,184	N	$341,005	-	-	-	147,222	-	$147,222	-	-	-	193,783	-	$193,783
14	Bonds	Bonds Issued On or Before 12/31/10	12/20/2010	02/01/2041	City / Bond Trustee	2010 Lease Revenue Bonds, Series B	Northwest Loans 2C + 2D	243,109	N	$79,329	-	-	-	1,934	-	$1,934	-	-	-	77,395	-	$77,395
15	Bonds	Bonds Issued On or Before 12/31/10	12/20/2010	02/01/2041	City / Bond Trustee	2010 Lease Revenue Bonds, Series B	Valley_Durfee Loans 1I + 1J	481,277	N	$157,035	-	-	-	3,828	-	$3,828	-	-	-	153,207	-	$153,207
17	City / County Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	03/01/2007	12/31/2041	Los Angeles County	Gibson Park Advance	Northwest	809,797	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
19	City/ Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	03/01/2004	06/30/2015	City of El Monte	Nelson Honda Jobs Grant & Spirit Honda	Center Loans 2A+2D+2G	2,081,503	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
20	City/ Agency Loan (proposed)	City/County Loans After 6/27/11	01/01/2013	06/30/2013	City of El Monte / Successor Agency	TV LLC - Cross Complaint	Downtown & Northwest	100,000	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
24	Advances from Other Agencies	City/County Loan (Prior 06/28/11), 3rd party agmt-	01/01/2000	10/11/2030	City of El Monte	CDBG - Longo Expansion	Center Loan 1-H	1,864,700	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
		infrastructure																				
26	Advances from Other Agencies	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	06/30/1995	07/14/2039	City of El Monte	CDBG (R562) Orchard	Downtown Loan 2-B	73,444	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
28	Advances from Other Agencies	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	06/30/1998	10/11/2030	City of El Monte	CDBG Community Reinvestment Fund Loan (CRF, R-626)	Center Annex Loan 1-I	1,137,700	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
30	Advances to State	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	06/30/2006	12/14/2044	City of El Monte	ERAF Loan (R-727)	Northwest Loan 1-I	293,194	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
31	Advances to State	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	07/01/2004	07/15/2048	City of El Monte	ERAF Loan (R-727)	Valley_Durfee Loan 1-C	288,093	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
32	Advances to State	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	06/30/1993	07/14/2039	City of El Monte	ERAF Loan	Downtown Loan 2-G	102,615	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
33	Advances to State	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	07/01/1992	10/11/2030	City of El Monte	ERAF Loan	Center Loan 1-I	87,431	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
34	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	07/01/2003	07/15/2048	City of El Monte	Loan from the City of El Monte for Formation	Valley_Durfee Loan 1-D	95,361	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
35	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party	09/19/2006	07/15/2048	City of El Monte	Improvement Costs (R8741)	Valley_Durfee Loan 1-D	285,889	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
		agmt-infrastructure																				
36	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	07/01/1991	07/14/2039	City of El Monte	UDAG (R417, 432)	Downtown Loan 2-F	1,328,548	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
37	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	07/01/1986	07/14/2039	City of El Monte	(R-251, R-360,364)	Downtown Loan 1-D	2,548,368	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
38	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	06/30/1992	07/14/2039	City of El Monte	(R-428) Nelson Honda	Downtown Loan 1-E	397,761	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
39	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	06/30/1992	07/14/2039	City of El Monte	(R-436) Orchard	Downtown Loan 1-F	26,738	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
40	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	06/30/1995	07/14/2039	City of El Monte	(R-598) Food Barn	Downtown Loan 1-G	125,906	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
41	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	06/01/2007	07/14/2039	City of El Monte	DDA Festival-Capri Santa Fe Trail (Developer)	Downtown Loan 3-A	1,304,325	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
42	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	06/01/2007	07/14/2039	City of El Monte	City Cooperation Agreement (Festival)	Downtown Loan 3-A	5,797,000	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
43	City / Agency Loan	City/County Loan (Prior 06/28/11),	09/01/1988	10/11/2030	City of El Monte	(R-383, 357, 222)	Center Loan 1-C	2,425,621	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
		3rd party agmt-infrastructure																				
44	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	04/01/ 1998	10/11/2030	City of El Monte	K-Mart Deferred Fees	Center Loan 1-D	212,394	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
45	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	01/01/ 2000	10/11/2030	City of El Monte	Longo Expansion	Center Loan 1-E	4,309,200	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
46	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	08/19/ 2004	10/11/2030	City of El Monte	Longo Construction	Center Loan 2-E	4,252,000	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
47	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	07/01/ 2003	10/11/2030	City of El Monte	Longo New Jobs Grant Agreement	Center Loans 2C+2F	3,476,875	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
48	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	07/01/ 1988	10/11/2030	City of El Monte	(R-356, 385)	Center Annex Loan 1-C	1,299,708	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
49	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	07/01/ 1986	12/14/2044	City of El Monte	(R-221, 296, 323, 337, 391)	Northwest Loan 1-A	3,283,170	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
50	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	07/01/ 1991	12/14/2044	City of El Monte	(R-411, 465)	Northwest Loan 1-B	884,017	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
51	City / Agency	City/County Loan (Prior	07/01/ 1992	12/14/2044	City of El Monte	(R-484)	Northwest Loan 1-C	608,300	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	Loan	06/28/11), 3rd party agmt-infrastructure																				
52	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	07/01/ 1994	12/14/2044	City of El Monte	(R-463)	Northwest Loan 1-D	158,085	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
53	City / Agency Loan	City/County Loan (Prior 06/28/11), 3rd party agmt-infrastructure	06/30/ 1995	12/14/2044	City of El Monte	(R570)	Northwest Loan 1-F	253,875	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
63	Transit Village Project - El Monte Gateway TOD Project	Bond Funded Project - Pre-2011	06/21/ 2007	06/01/2029	Various Public Works contractors and engineering service providers.	Bond Proceeds to be used for public infrastructure improvements for the El Monte Gateway TOD project pursuant to Bond Trust Indenture on public infrastructure improvements that specifically benefit low mod housing production in TOD projects.	Downtown & El Monte Center	1,248,611	N	$1,248,611	1,248,611	-	-	-	-	$1,248,611	-	-	-	-	-	$-
69	Continuing Disclosure Costs	Bonds Issued On or Before 12/ 31/10	06/21/ 2007	06/01/2029	RSG, Inc.	Required annual continuing disclosure required for administration of the 2007 Senior and Subordinate Bonds.	Various	91,000	N	$3,500	-	-	-	-	-	$-	-	-	-	3,500	-	$3,500

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec) Fund Sources					22-23A Total	ROPS 22-23B (Jan - Jun) Fund Sources					22-23B Total
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
86	2010 Trustee Fee	Fees	08/01/2011	02/01/2041	Bond Trustee	2010 Lease Revenue Bonds Trustee Fee	Various	102,310	N	$3,935	-	-	-	-	-	$-	-	-	-	3,935	-	$3,935
91	Peck/ Ramona Triangle HUD Section 108 Loan (formerly line 27)	City/County Loan (Prior 06/28/11), Other	08/01/2004	08/01/2024	City of El Monte	CDBG Gabaee Loan Section 108 Loan - Peck/ Ramona Triangle	Downtown Loan 2-K	788,675	N	$577,926	-	-	-	577,926	-	$577,926	-	-	-	-	-	$-
94	HUD Section 108 Loan Trustee Fee	Fees	05/26/2015	08/01/2024	Bond Trustee	Peck/ Ramona Triangle HUD Section 108 Loan Trustee Fee	Downtown Loan 2-K	8,000	N	$2,000	-	-	-	2,000	-	$2,000	-	-	-	-	-	$-
97	2017 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	09/01/2017	03/01/2048	City / Bond Trustee	2017 Tax Allocation Refunding Bonds	Various	40,011,310	N	$2,248,369	-	-	-	1,722,297	-	$1,722,297	-	-	-	526,072	-	$526,072
98	2017 Bonds Trustee Fee	Fees	09/01/2017	03/01/2048	Bond Trustee	2017 TABS Trustee Fee	Various	104,000	N	$4,000	-	-	-	-	-	$-	-	-	-	4,000	-	$4,000
99	HUD Section 108 Loan Trustee Fee - Overage for 18-19 Period	Fees	05/26/2015	08/01/2024	Bond Trustee	Peck/ Ramona Triangle HUD Section 108 Loan Trustee Fee	Downtown Loan 2-K	-	Y	$-	-	-	-	-	-	$-	-	-	-	-	-	$-

El Monte
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	**Beginning Available Cash Balance (Actual 07/01/19)** RPTTF amount should exclude "A" period distribution amount.	1,439,605		15,548	412,508	1,014,075	
2	**Revenue/Income (Actual 06/30/20)** RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller				323,171	3,753,375	
3	**Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)**	190,994		15,548		3,750,366	
4	**Retention of Available Cash Balance (Actual 06/30/20)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				436,421	1,014,075	
5	**ROPS 19-20 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required			3,009	
6	**Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$1,248,611**	**$-**	**$-**	**$299,258**	**$-**	

El Monte
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
3	
12	
13	
14	
15	
17	
19	
20	
24	
26	
28	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	

El Monte
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
51	
52	
53	
63	
69	
86	
91	
94	
97	
98	
99	

EXHIBIT B

SUCCESSOR AGENCY FISCAL YEAR 2022-23 ADMINISTRATIVE BUDGET

		Annual Budget
Professional Services:		
Professional Consulting Services	$	38,500.00
Contract Work (surveys, appraisals, etc.)		19,000.00
Audit Services and State Reporting		12,000.00
Legal Services		80,000.00
Ongoing Administrative Functions:		
Staff Time		90,500.00
PMP Property Marketing		6,000.00
Travel (Meet and Confer with DOF)		4,000.00
Grand Total:	**$**	**250,000.00**

CITY OF EL MONTE

PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 6, 2021

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 REGARDING THE FILING OF A GRANT APPLICATION FOR THE JR. RECREATION LEADER VOLUNTEER PROGRAM TEEN NATURE AND CULTURAL ADVENTURES WITH THE CALIFORNIA NATURAL RESOURCES AGENCY FOR THE PROP 64 YOUTH COMMUNITY ACCESS GRANT PROGRAM FUNDING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consideration and approval of a Resolution approving the filing of application for Prop 64 Youth Community Access Grant funds from the California Natural Resources Agency.

BACKGROUND

The Jr. Recreation Leader Volunteer Program (JRLVP) is an existing youth leadership program that was established in September 2014. The City of El Monte Parks, Recreation and Community Services Department created the JRLVP to focus on empowering the youth in the community between the grades 7th to 12th. The JRLVP is made up of several components that encourage and support teens to become responsible, independent, and compassionate young leaders.

The JRLVP emphasizes youth development by offering a variety of activities, workshops, training, and events that enhance knowledge and skill growth. The program offers opportunities to work directly with City staff to gain on-the-job training and accumulate community service hours for school, college, and job applications. Participants meet monthly to discuss various topics such as: leadership; team building; appreciation; self-confidence; conflict resolution; and anti-bullying. Furthermore, the program offers monthly field trips that are both educational and fun. One of the main focuses of the program is to encourage youth to pursue higher education by organizing mock interviews, resume workshops, and attending college campus tours throughout the year.

The program has partnered with various local organizations to provide volunteer opportunities such as, community beach clean-ups, assistants with the City's homeless services programs, and volunteer hours at a domestic violence shelter. Through their gained experience and new skills, many JRLVP participants have successfully joined the Parks, Recreation, and Community Services Department team.

DISCUSSION

The Prop 64 Youth Community Access Grant Program application was submitted in September 2020. The City's grant writing consultant, Avant-Garde, in coordination with City staff prepared the application for the Jr. Recreation Leader Volunteer Program Teen Nature and Cultural Adventures Program. An application requirement is to submit a resolution approved by the governing body authorizing the filing of a grant application.

The City of El Monte Parks, Recreation, and Community Services Department is proposing to enhance the Jr. Recreation Leader Volunteer Program by adding a variety of outdoor and cultural excursions that promote physical health and cultural awareness. Activities will include hiking, backpacking, and camping at our State and National Parks through the Community Access Grant Program. The Program would offer participants a chance to experience theatrical plays, musicals and visit historic sites and landmarks. With the purchase of two (2) vehicles, the City will provide free or reduced transportation fees to participants. Additionally, teens will have the opportunity to lead an environmental project and plan, coordinate and implement multi-cultural festivals for the community.

The City of El Monte Parks, Recreation, and Community Services Department have applied for the maximum available funding ($300,000), from the Prop 64 Youth Access Grant Program. Program Expenditures include recreation staff, camping materials and lodging, administration and office supplies, events, outreach, field trips, and the purchase of two (2) vehicles. All program costs; including vehicle fuel is estimated to be $299,080.

FISCAL IMPACT

There is no fiscal impact. The Grant Program does not require any matching funds. However, the City of El Monte Parks, Recreation and Community Services Department has included in-kind funds of 30% of a Recreation Coordinator's annual salary and 65% of a Part Time Program Coordinator totaling $40,000.

CONCLUSION

It is recommended that the City Council Consider and approve the attached resolution approving the filing of application for Prop 64 Youth Community Access Grant funds from the California Natural Resources Agency.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

AMBER SERVIN
Director of Parks, Recreation and Community Services

Attachment 1 – Youth Community Access Grant Program Application Resolution No. __

DATE: December 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING THE APPLICATION FOR THE YOUTH COMMUNITY ACCESS GRANT PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EL MONTE HEREBY:

SECTION 1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and

SECTION 2. Certifies that the City of El Monte understands the assurances and will comply with the assurances in the application form; and

SECTION 3. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

PASSED AND ADOPTED by the City Council of the City of El Monte at its regular meeting of this 14th day of December 2021.

_____

Jessica Ancona, 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 14th day of December 2021 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

CITY ATTORNEY'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

November 29, 2021

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

Dear Mayor and City Council:

CONSIDERATION, APPROVAL, AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, CONFIRMING AND RATIFYING THE CREATION OF A TEMPORARY ADVISORY AD HOC COMMITTEE REGARDING THE STUDY AND DEVELOPMENT OF RECOMMENDATIONS AND/OR PROPOSALS REGARDING THE ESTABLISHMENT OF A GUARANTEED INCOME PROGRAM FOR THE CITY AND RELATED COMMITTEE APPOINTMENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approval of a Resolution confirming and ratifying the creation of a temporary, advisory ad hoc committee to study and make recommendations regarding the possible implementation of a guaranteed income program for the City of El Monte and confirming committee assignments regarding the same.

DISCUSSION

At its meeting of November 16, 2021, the City Council approved the creation of an *ad hoc* committee to study and make recommendations to the full City Council about the feasibility of implementing a guaranteed minimum income program for the City of El Monte. The committee's designated members are Mayor Pro Tem Alma Puente and Council Member Martin Herrera.

In order to preserve the *ad hoc* nature and avoid being subject to the Ralph M. Brown Act (Government Code Section 54950 et seq.) (the "Brown Act"), the committee must be of temporary duration. Accordingly, it is recommended that the committee have an initial duration of 6 months commencing as of November 17, 2021 and on May 17, 2022, the

City Council reevaluate whether or not to extend the committee for another 6 months or transform it into a more permanent standing committee subject to the Brown Act. The City Council could also decide to let the committee terminate automatically.

If approved by the City Council, the attached Resolution ratifies the direction of the City Council from its meeting of November 16, 2021.

FISCAL IMPACT/FINANCING

There would be no fiscal impact to the City.

RECOMMENDATION:

It is recommended that the City Council approve the attached resolution ratifying the action taken by the City Council at its meeting of November 16, 2021.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

RICHARD PADILLA
Assistant City Attorney

ATTACHMENT:

1. Resolution

DATE: December 14, 2021
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, CALIFORNIA, CONFIRMING AND RATIFYING THE CREATION OF A TEMPORARY ADVISORY AD HOC COMMITTEE REGARDING THE STUDY AND DEVELOPMENT OF RECOMMENDATIONS AND/OR PROPOSALS REGARDING THE ESTABLISHMENT OF A GUARANTEED INCOME PROGRAM FOR THE CITY AND RELATED COMMITTEE APPOINTMENTS

WHEREAS, at its meeting of November 16, 2021, the El Monte City Council ("City Council") approved the creation of a temporary advisory, or ad hoc, committee to study and make recommendations to the full City Council on an issue of interest and concern to the City Council; and

WHEREAS, the City Council also approved the appointment of Councilmembers to said committee; and

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 et seq.) generally applies to meetings among a majority of the members of a legislative body when the subject relates to local agency business, however, meetings of temporary advisory committees, as distinguished from standing committees with ongoing jurisdiction, made up solely of less than a quorum of a legislative body are not subject to the Brown Act.

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

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

SECTION 2. The City Council hereby confirms and ratifies the creation of the following temporary advisory committee whose purposes and membership are as follows, and declares that such committee shall exercise ongoing jurisdiction over any subject matter:

A. Guaranteed Income Program Advisory Committee: A temporary, advisory ad hoc committee to study the logistics and feasibility of establishing a guaranteed income program for the City of El Monte and develop recommendations and/or proposals to the City Council in connection with the same. The temporary advisory committee's members shall be composed of Mayor Pro Tem Alma Puente and Council Member Martin Herrera.

SECTION 3. The temporary advisory committee established under this Resolution shall return to the City Council with a progress report or set of proposals no later than the first regular meeting of the City Council that is not less than sixty (60) calendar days from

the date of this Resolution. The foregoing notwithstanding, this temporary advisory committee may return to the City Council at an earlier date if necessary or desirable. In order to maintain the temporary advisory character of this committee, it is the intent of the Council that the Committee shall be of limited duration and shall be disbanded upon the earlier of the following: (a) the development and submission of a final set of legislative or other appropriate recommendations to the full City Council for consideration; or (b) May 17, 2022. Nothing in this Resolution shall operate to prevent the City Council from discontinuing the temporary advisory committee at an earlier time or making such additional changes as the City Council may deem necessary or desirable.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 14th day of December 2021.

_____
Jessica Ancona, 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 14th day of December 2021 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

OFFICE OF THE CITY MANAGER
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 11, 2021

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

Dear Mayor and City Council:

APPROVAL OF A 30-DAY RESOLUTION REGARDING THE CONDUCT OF TELECONFERENCED MEETINGS OF THE CITY COUNCIL AND OTHER CITY BODIES UNDER THE MODIFIED RULES SET FORTH UNDER GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS AB361

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive presentation from staff;
2. Pose questions to staff;
3. Discuss and provide direction to staff on the options outlined for the conduct of meetings of the City Council and other legislative bodies of the City, subject to the Brown Act, as modified by Assembly Bill 361; and
4. Consider possible adoption of a Resolution authorizing City legislative bodies to hold remote teleconference meetings subject to modified Brown Act requirements during a declared state of emergency in accordance with Assembly Bill 361 for a limited period of 30 days.

BACKGROUND

This item was originally considered by the City Council at its meeting of October 5, 2021 at which time the City Council elected not to avail itself of the teleconferencing procedures established under AB361. It is being revisited at the Adjourned Regular Meeting of December 14, 2021 in an abundance of caution should the City Council be required to meet between its meeting December 14, 2021 and the next anticipated City Council meeting of January 11, 2021. The procedures established under AB361 may facilitate such a meeting, particularly insofar as Councilmembers may be out of town during the holidays.

The following is a recap of the presentation from October 5, 2021:

Declared State of Emergency and Public Health Orders

On March 4, 2020, Governor Gavin Newsom (the "Governor") proclaimed a State of Emergency throughout the State of California, in response to the rapid spread and threat of the novel coronavirus (COVID-19). On the same day, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health ("LACDPH") declared a local emergency and local public health emergency throughout Los Angeles County. On April 21, 2020, in response to the conditions of extreme peril to the safety of persons within the City of El Monte (the "City"), the El Monte City Council ("City Council") declared a local emergency consistent with the declaration of local emergency by the LACPH.

Currently, the state-declared emergency remains in effect. In addition, LACDPH has issued a series of Health Officer Orders containing mandates and recommendations for keeping individuals safe, reducing risk and preventing the spread of COVID-19. The most recent Health Officer Order issued September 17, 2021 strongly urges individuals and businesses to follow the LACDPH Best Practice Guidance, which includes recommended measures to promote social distancing.

Modified Brown Act Teleconferencing Requirements

As part of a series of orders to contain the pandemic, the Governor issued Executive Order N-29-20 waiving certain teleconferencing requirements under the Ralph M. Brown Act (the "Brown Act"). This allowed public agencies to conduct public meetings via teleconferencing, while still complying with open meeting requirements and public health orders regarding physical distancing. In June 2021, considering the changing state of the pandemic in California, the Governor began rolling back certain measures that were adopted in response to COVID-19. Notably, Executive Order N-29-20 was rescinded effective September 30, 2021.

On September 16, 2020, the Governor signed Assembly Bill (AB) 361 (Rivas, 2021) (Attachment 2), which authorizes local agencies to continue to hold public meetings remotely under modified teleconferencing requirements set forth in the Brown Act (Government Code Section 54953(b)(3)) during a state-declared emergency, as that term is defined, *and* when either state or local health officials have imposed or recommended measures to promote social distancing, *or* in situations when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees. AB 361 went into effect immediately and sunsets on January 1, 2024.

Key requirements of AB 361

Modified Brown Act requirements under AB 361, include, among other provisions, that:

- Members of the public must be allowed to address the body and offer comments in real-time during the meeting.

- In the event of a technical disruption, the public agency cannot take any further action on the agenda until the issue is resolved.
- Public agencies may not require public comments be submitted in advance (this is still a permissible option but cannot be a requirement).
- Members of the public must be given a reasonable time to register to provide public comment and agencies that provide a timed public comment period shall not close the public comment period until that timed period has expired.

DISCUSSION

Following the signing of AB 361 and as the state of the pandemic evolves, it is prudent for the City Council to discuss and provide direction to staff on the manner in which public meetings by legislative bodies of the City will be conducted after October 1, 2021.

Since the initial emergency declaration, the health crisis and public agency protocols have evolved for public agencies. In El Monte, the City Council, Planning Commission and other legislative bodies of the City have conducted in-person meetings, hybrid in-person/remote meetings and fully remote teleconferenced meetings. Moving forward, the City Council may return to in-person meetings or continue to allow online meetings pursuant to AB 361.

Option 1 – Elect to return to in-person meetings, follow traditional Brown Act teleconferencing requirements and follow safety protocols

If the City Council were to move back to in-person meetings in the City Council Chambers, traditional Brown Act requirements for teleconferencing would apply. The traditional Brown Act requirements include that:

1. At least a quorum of the public body must participate from locations within the local agency's jurisdiction.
2. All remote locations from which a member of the body is participating must be made available for the public.
3. Each remote location must be specifically identified in the notice and agenda of the meeting, including a full address.
4. Agendas must be posted at each remote location, even if it is a hotel room or a residence.
5. Each remote location, including a hotel room or residence, must be accessible to the public and have technology, such as a speakerphone, to enable the public to participate.
6. The agenda must provide the opportunity for the public to address the legislative body directly at each teleconference location.
7. All votes must be by roll call.

Safety Measures: Should the City Council elect to return entirely to in-person meetings, COVID-19 infection protocols, as set forth by the Federal Government, State of California, County of Los Angeles and any local rules put in place would be followed. The most recent County of Los Angeles Department of Public Health – Health Officer Order, would continue to be implemented and adhered to (Attachment 3). Currently, these protocols require all individuals, regardless of vaccination status, to wear facemasks.

The City would also continue to implement its safety protocols that include but are not limited to: (1) requiring City employees be either vaccinated or show proof of negative COVID-19 testing; (2) requiring staff and civilians to wear masks in City buildings; and (3) posting COVID-19 safety measures throughout City buildings and on City's social media accounts.

Option 2 – Elect to hold remote meetings and follow modified Brown Act requirement under AB 361

Should the City Council wish to hold remote meetings under AB 361, the City Council would need to adopt the attached Resolution (Attachment 1).

Initial findings and conditions: Under AB 361, legislative bodies of the City can meet remotely during a declared state of emergency by the Governor that includes the jurisdictional boundaries of the City, if the legislative body determines that one of the following is also true:

1. State or local officials have imposed or recommended social distancing; ***or***
2. To determine, *by a majority vote, whether to hold remote meetings as a result of the state of emergency, because meeting in person would present imminent risks to the health or safety of attendees*: ***or***
3. The legislative body holds a meeting *having already determined by a majority vote to hold remote meetings*.

If the above conditions are met, then the City can conduct meetings remotely via Government Code §§54953(e), *et seq.* For the first and second conditions, the City Council must determine, by majority vote and by adoption of a resolution, the grounds for electing to continue with remote meeting procedures.

Remote meeting requirements: If the City Council chooses to utilize the option for remote meetings under AB 361, the City would adopt remote meeting protocols similar to the procedures used throughout the COVID-19 pandemic, updated to comply with AB 361 requirements summarized below.

For an agency's legislative body to meet virtually, it must provide for the following to ensure that members of the public may access and participate in such meetings:

1. Provide notice and post agendas.

2. Conduct the virtual meetings in a manner that protects the statutory and constitutional rights of the parties and the public.
3. Provide members of the public access to the meeting and an opportunity to address the body directly.
4. Provide members of the public the opportunity to comment in real time.
5. Suspend further action on items in the meeting agenda in the event that there is a disruption in the ability of the meeting to be broadcast to members of the public or in the ability for members of the public to comment.
6. Avoid closing any timed public comment period until such time has lapsed.

Renewal of emergency findings: Once the initial authorizing resolution is adopted, ***ongoing authorization every thirty (30) days is required by majority vote***. If the City Council desires to continue using the teleconference exception, it must confirm the circumstances of the state of emergency thirty (30) days after the first teleconference meeting and every thirty (30) days thereafter.

FISCAL IMPACT/FINANCING

There is no significant fiscal impact to the City.

CONCLUSION

Insofar as the City Council wishes to avail itself of the ability to undertake teleconferenced meetings under the relaxed noticing requirements of AB361 during the holiday period should a special meeting be warranted, it is recommended that the City Council approve the attached resolution which will expire on its own terms 30 days from the date of approval as required under AB361.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

RICHARD PADILLA
City Attorney

GRISELDA CONTRERAS
Chief Deputy City Clerk

ATTACHMENTS:

1. Proposed Resolution
2. AB 361 Text
3. Health Orders

DATE: DECEMBER 14, 2021
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, CALIFORNIA PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF EL MONTE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 14, 2021 PURSUANT TO THE BROWN ACT

WHEREAS, the City Council of the City of El Monte ("City") is committed to preserving and nurturing public access and participation in meetings of the City Council, Planning Commission and other legislative bodies of the City; and

WHEREAS, all meetings of the legislative bodies of the City are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963) ("Brown Act"), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code Section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code Section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency in response to the spread of COVID-19 throughout the state of California; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health ("LACDPH") declared a local

emergency and local public health emergency in response to the spread of COVID-19 throughout the County; and

WHEREAS, on March 17, 2020, in response to the conditions of extreme peril to the safety of persons within the City, the City Council of the City of El Monte ("City Council") declared a local emergency consistent with the declaration of local emergency by the LACPH; and

WHEREAS, the City Council previously adopted Resolution, Number 10123 on April 21, 2020, finding that the requisite conditions exist for the legislative bodies of the City of El Monte to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in Section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City, and the City Council has done so; and

WHEREAS, since the declaration of emergency in Los Angeles County, LACDPH has issued a series of Health Officer Orders containing mandates and recommendations for keeping individuals safe, reducing risk and preventing the spread of COVID-19; and

WHEREAS, the most recent Health Officer Order issued September 17, 2021 strongly urges individuals and businesses to follow the LACDPH Best Practice Guidance, which includes recommended measures to promote social distancing; and

WHEREAS, emergency conditions persist in the City related to COVID-19, community transmission of COVID-19 in Los Angeles County remains high due in part to highly contagious variants of COVID-19 which have emerged, Los Angeles County officials are imposing and recommending measures to promote social distancing, requires masking by all, regardless of vaccination status, in an effort to slow the level of transmission of COVID-19 throughout the State and Los Angeles County; and

WHEREAS, in Los Angeles County, there have been nearly 1.5 million confirmed cases of COVID-19 and over 26,000 deaths in total and 1,000 new cases and five new deaths are currently being reported each day; and

WHEREAS, the City of El Monte has been highly impacted with 18,869 confirmed cases and 450 deaths to date; and

WHEREAS, the City Council does hereby find that the ongoing spread of COVID-19 and the threat of active outbreaks throughout the community has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of the City, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California and ratify LACDPH Health Officer Orders; and

WHEREAS, as a consequence of the local emergency persisting, the City Council does hereby find that the legislative bodies of the City of El Monte shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, to ensure public access, the City will continue to follow Los Angeles County protocols regarding the conduct of virtual meetings and incorporate verbiage relating to virtual meetings and participation providing that (1) Virtual participation will be available on such times when a State of Emergency, Health Order or State Executive Order limits in-person participation; (2) Meetings will be broadcast live on Channel 3 or via the City's website at https://www.ci.el-monte.ca.us/378/Council-Meeting-Videos ; (3) City will provide a variety of ways in which the public can submit their comment: in person, virtually, email, phone call, mail and any other method which may become available.

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

SECTION 1. Incorporation and Adoption of Findings. The recitals set forth above are true and correct and incorporated into this Resolution by this reference.

SECTION 2. Affirmation that Local Emergency Persists. The City Council hereby considers the conditions of the state of emergency in the County and City and proclaims that a local emergency in response to the COVID-19 pandemic persists, and finds that local officials, specifically, the Los Angeles County Department of Public Health, has continued to recommend social distancing measures.

SECTION 3. Re-ratification of Governor's Proclamation of a State of Emergency. The City Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

SECTION 4. Remote Teleconference Meetings. The City Manager or designee and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective starting December 14, 2021 until the earlier of (i) 12:00 A.M. January 14, 2022, or such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of El Monte may continue

to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

SECTION 6. Severability. All portions of this Resolution are severable. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

The City Council hereby declares that it would have passed this Resolution, and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses be declared unconstitutional on their face or as applied.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 14th day of December, 2021.

_____
Jessica Ancona, 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 14th day of December 2021 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 DECEMBER 14, 2021

December 6, 2021

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

Dear Mayor and City Council:

A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION APPROVING THE MITIGATED NEGATIVE DECLARATION FOR THE GARVEY AVENUE GRADE SEPARTION DRAINAGE IMPROVEMENT, CIP NO. 884

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing;
2. Receive presentation by City staff;
3. Pose questions to City staff;
4. Receive comments from interested members of the public;
5. Pose follow up questions to City staff;
6. Close the public hearing; and
7. Consider and adopt the Resolution approving the Mitigated Negative Declaration for Garvey Avenue Grade Separation Drainage Improvement Project, CIP No. 884.

BACKGROUND

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 (8) 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 thru traffic and pedestrian crossings because the accumulation of rainwater poses a threat to public safety.

The design approach to the resolution of 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.

On July 31, 2017, the City Council approved a Professional Services Agreement with CWE to provide Civil Engineering design and preparation of construction documents. CWE is currently finalizing the design anticipated to be completed in January 2022.

Grant Funding

On March 16, 2017, the City Council accepted a grant in the amount of $485,000 as part of the 2009 Federal Budget Appropriation Act from the United States Environmental Protection Agency (USEPA) to address a long-standing stormwater drainage problem that affects the Garvey Avenue Railroad Grade Separation. This segment of Garvey Avenue is between Valley Boulevard and Durfee Avenue. These funds were used for preliminary engineering and design.

On October 13, 2020, the County of Los Angeles Board of Supervisors approved the Stormwater Investment Plans which includes Garvey Avenue Grade Separation Storm Drain Improvement Project for Safe Clean Water Project Regional Program funding. Of the estimated $140.6 million Safe Clean Water Project Regional Program, $18.78 million was dedicated for regional projects in the Upper San Gabriel River Watershed. The Garvey Avenue Grade Separation Storm Drain Improvement Project was one (1) of the infrastructure projects approved for funding and was awarded $4,000,000. These funds are to be used for construction and construction engineering.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As a grant funding requirement and precursor to the construction of the proposed Storm Drain Improvement Project (the "Project"), CIP 884, the local businesses and residents must be notified of the potential environmental impacts to their neighborhood. Therefore, as part of the design services, CWE prepared a draft Initial Study/ Mitigated Negative Declaration (IS/MND). A hard copy was made available at the Engineering Division front desk, the City Clerk's Office, and on the City's website. The IS/MND was made available to all residents and businesses for review and comments beginning on September 30, 2021, through October 29, 2021. In addition, all public agencies were notified via the State Clearing House of the potential impacts with additional notifications posted in local public libraries and County of Los Angeles Registrar-Recorders/County Clerk.

Public Outreach

Staff initiated public outreach on October 28, 2021, by hosting a Project information booth at the Farmer's Market.

A public meeting was held virtually on November 30, 2021, to inform residents and business owners of the scope of the proposed Project, explain the construction process, and potential construction impacts such as noise and traffic delays. This will be followed up with additional community meetings of the Project in February and April 2022 prior to construction tentatively scheduled for Summer 2022.

CEQA

Pursuant to the California Environmental Quality Act (CEQA) guidelines, an Initial Study (IS) prepared for the Project determined that the Project will not have a significant adverse impact on the environment with mitigation incorporated and that a Mitigated Negative Declaration (MND) finding is appropriate.

On September 30, 2021, the Notice of Intent and Notice of Availability (NOI/NOA) to Adopt a Mitigated Negative Declaration was published through the County of Los Angeles Recorder's Office in Norwalk, submitted to State Clearinghouse, and El Monte News. The NOI/NOA was also mailed to residents and businesses in the Project area and posted to all local libraries. Per CEQA guidelines, the public review period for the Project is 30 days and comments on the IS/MND document were accepted up to October 30, 2021.

An electronic copy of the proposed IS/MND, as well as other documents concerning the Project, were available for public review on the City's website.

Staff received comments from the County of Los Angeles Fire Department, California Department of Fish and Wildlife, Gabrieleno Band of Mission Indians–Kizh Nation, Department of Transportation – District 7, and County of Los Angeles Flood Control within the comment period. On November 16, 2021, staff consulted with Gabrieleno Band of Mission Indians–Kizh Nation through a conference call to discuss the Project scope and construction activity more in detail.

All comments and responses were incorporated into the final MND which did not alter the significant findings of the MND. Final MND is available for review on the City's website under City Projects and at the Engineering and City Clerk's counter at City Hall.

Staff recommends that the City Council approve the proposed Resolution adopting the Mitigated Negative Declaration for the Garvey Avenue Grade Separation Drainage Improvement Project, CIP No. 884 (Attachment 2).

FISCAL IMPACT/FINANCING

The acceptance of the Initial Study Negative Declaration will have no fiscal impact.

CONCLUSION

Staff recommends that the City Council adopt the Resolution approving the Mitigated Negative Declaration for the Garvey Avenue Grade Separation Drainage Improvement Project, CIP No. 884.

Respectfully submitted,

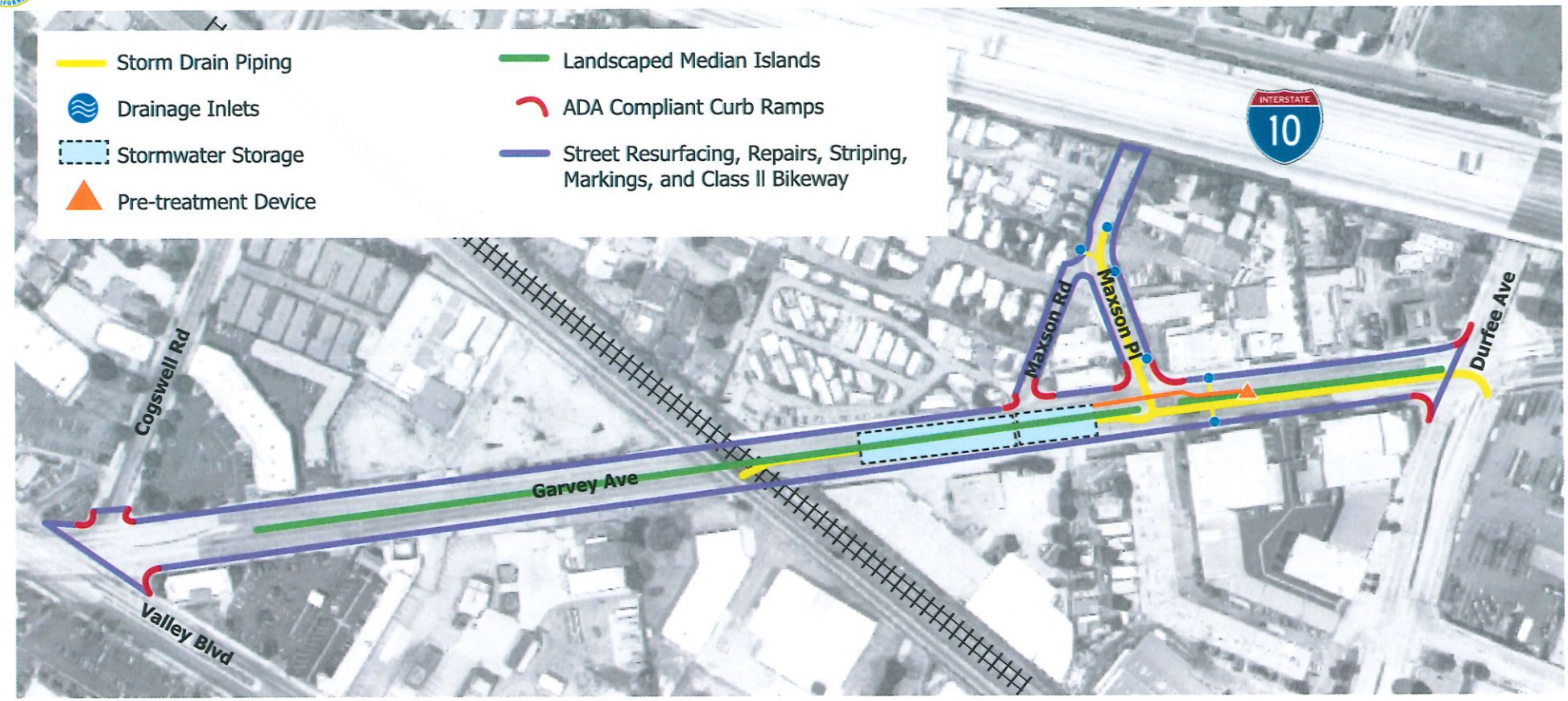
ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

Attachment 1: Project Area Map
Attachment 2: Resolution Adopting Mitigate Negative Declaration

DATE: December 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

PROJECT AREA MAP



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

ATTACHMENT 2

Resolution Adopting Mitigate Negative Declaration

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA ACCEPTING AND APPROVING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE GARVEY AVENUE STORM DRAIN IMPROVEMENT PROJECT, CIP NO. 884

WHEREAS, the City of El Monte ("City") is proposing to construct the Garvey Avenue Grade Separation Drainage Improvement Project within City boundaries that will include the installation of a new storm drain and an infiltration system to alleviate flooding problems during storm events ("CIP 884" or "Project"); and

WHEREAS, the Project proposes to meet current design standards for a 50-year storm and reduce the occurrence of flooding at the Garvey Avenue Grade Separation; and

WHEREAS, the main design objective of the Project is to reduce the potential flooding hazards to the general public from multiple times a year to approximately once every 50 years; an additional design objective is to improve the water quality of the San Gabriel River by capturing pollutants from dry-river flows and storm water from rain events less than or equal to the water quality storm event, defined as the 85th percentile, 24-hour rainfall event; and

WHEREAS, as part of the Project, an environmental impact assessment was performed; and

WHEREAS, CWE Engineering Corporation prepared an Initial Study ("IS") for the proposed Project in accordance with the requirements of the California Environmental Quality Act ("CEQA") (California Public Resources Code §21000 *et seq.*) and CEQA Guidelines (California Code of Regulations §15000 *et seq.*) and determined that a Mitigated Negative Declaration ("MND") was required in order to analyze the potential for new or additional significant environmental impacts of the Project; and

WHEREAS, the IS/MND consists of the completed CEQA IS, including the Environmental Checklist Form, CEQA Findings for a MND and a list of reference materials used to document baseline conditions and Project impacts (a true and correct copy of which is attached hereto as Exhibit "A"); and

WHEREAS, the IS/MND provides a due diligence environmental review for findings of fact, for use by the City, the Lead Agency and decision makers, concerning discretionary approvals and permits required for implementation of the Project; and

WHEREAS, the Department of Public Works made the full environmental document and supporting technical studies available to the public at the City Engineering Division's public counter, City Clerk's public counter and on the City's website; and

WHEREAS, the Department of Public Works issued a Notice of Availability and Notice of Intent to Adopt a MND and offered a public review period from September 30 to October 29, 2021 for comments to be submitted in writing; and

WHEREAS, the City Council conducted a duly noticed Public Hearing on December 7, 2021, received testimony, orally and in writing, on the MND and on the proposed Project, and determined that there will be less than significant impacts on the environment because mitigation measures will be incorporated into the Project.

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

SECTION 1. Incorporation of Recitals. The City Council hereby finds and determines that the recitals above are true and correct and hereby incorporates them into this Resolution as though fully set forth herein.

SECTION 2. CEQA Compliance. The City Council hereby finds and determines that the IS/MND for the Project has been completed in accordance with the requirements of CEQA, CEQA Guidelines and local environmental procedures.

SECTION 3. Approval of IS/MND. The City Council hereby approves and adopts the IS/MND and the Mitigation Monitoring Plan to require all reasonably feasible mitigation measures to be implemented as in accordance with CEQA, CEQA Guidelines, and local environmental procedures.

SECTION 4. Authorization of Project Commencement. The City Council hereby authorizes the commencement of the Project and authorizes the City Manager to execute any additional documents required to commence the Project and carry it forth to completion.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of El Monte at its regular meeting of this _____ day of December 2021.

_____
Jessica Ancona, 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 ___th day of December 2021 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

Exhibit "A"
Initial Study and Mitigated Negative Declaration



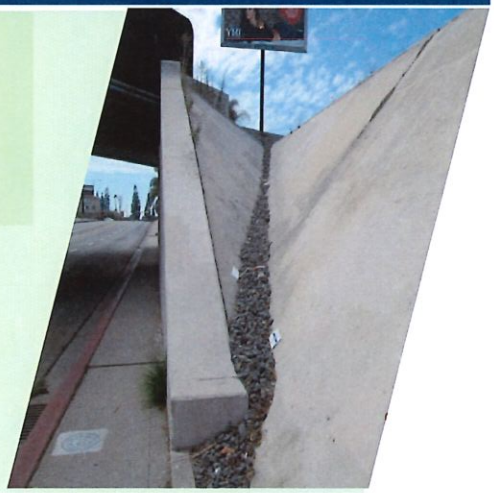


Initial Study and Mitigated Negative Declaration

City of El Monte

Garvey Avenue Grade Separation Drainage Improvement Project, CIP884





1561 E. Orangethorpe Avenue, Suite 240
Fullerton, California 92831
TEL (714) 526-7500 | FAX (714) 526-7004
www.cwecorp.com

Initial Study and Mitigated Negative Declaration

Garvey Avenue Grade Separation Drainage Improvement Project CIP884

Prepared for:

City of El Monte
11333 Valley Boulevard
El Monte, California 91731
TEL (626) 580-2058

Prepared by:

1561 E. Orangethorpe Avenue, Suite 240
Fullerton, California, 92831

TEL (714) 526-7500 | FAX (714) 526-7004 | www.cwecorp.com

October 2021

Table of Contents

TABLE OF CONTENTS i
LIST OF FIGURES ii
LIST OF TABLES ii
ACRONYMS iii
1. INTRODUCTION 1
1.1 Purpose and Document Organization 1
1.2 Summary of Findings 1
2. PROJECT DESCRIPTION 2
2.1 Project Location 3
3. INITIAL STUDY/ENVIRONMENTAL CHECKLIST 2
3.1 Aesthetics 5
3.2 Agriculture and Forestry Resources 6
3.3 Air Quality 8
3.4 Biological Resources 11
3.5 Cultural Resources 13
3.6 Energy 16
3.7 Geology and Soils 17
3.8 Greenhouse Gas Emissions 21
3.9 Hazards and Hazardous Materials 22
3.10 Hydrology and Water Quality 24
3.11 Land Use and Planning 26
3.12 Mineral Resources 27
3.13 Noise 28
3.14 Population and Housing 34
3.15 Public Services 35
3.16 Recreation 37
3.17 Transportation/Traffic 38
3.18 Tribal Cultural Resources 40
3.19 Utilities and Service Systems 42
3.20 Wildfire 44
3.21 Mandatory Findings of Significance 46
4. REFERENCES 48

Appendices

Appendix A NEPA Environmental Assessment

List of Figures

Figure 2-1 Project Location 0
Figure 2-2 Proposed Storm Drain Alignment and Infiltration Gallery 1
Figure 3-1 Noise Measurement Locations for the Garvey Avenue Grade Separation Project 29

List of Tables

Table 3-1 Noise Assessment Results 29
Table 3-2 El Monte Land Use Guidelines for Exterior Noise 30
Table 3-3 Construction Equipment Noise Emission Levels 30
Table 3-4 Construction Equipment Vibration Reference Levels 33

Acronyms

APE	Area of Potential Effects
AQCRs	Air Quality Control Regions
BMPs	Best Management Practices
CCR	California Code of Regulations
CEQ	Council on Environmental Quality
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CGP	Construction General Permit
CHRIS	California Historical Resources Information System
CRHR	California Register of Historic Resources
dBA	Maximum A-Weighted Decibels
EIR	Environmental Impact Report
FHWA	Federal Highway Administration
FMMP	Farmland Mapping and Monitoring Program
GHG	Greenhouse Gas
IPaC	Information for Planning and Conservation
IS/MND	Initial Study/Mitigated Negative Declaration
LACFCD	Los Angeles County Flood Control District
MLD	Most Likely Descendant
MRZ	Mineral Resource Zone
MT	Metric Tons
NAAQS	National Ambient Air Quality Standards
NAHC	National American Heritage Commission
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act of 1966
NRHP	National Register of Historic Preservation
PPV	Peak Particle Velocity
RCB	Reinforced Concrete Box
RCP	Reinforced Concrete Pipe
SCAB	South Coast Air Basin
SCAQMD	South Coast Air Quality Management District
SCCIC	South Central Coastal Information Center
SHPO	California State Historic Preservation Office
SMARA	Surface Mining and Reclamation Act of 1975
SWPPP	Stormwater Pollution Prevention Plan
USEPA	Unites States Environmental Protection Agency
USFWS	United States Fish and Wildlife Services

1. Introduction

The California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared on behalf of the City of El Monte (City) to identify potential site-specific environmental constraints associated with the Garvey Avenue Grade Separation Drainage Improvement Project (Project) located near the Interstate 10 (I-10) and Garvey Avenue. This document has been prepared in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.), and the State CEQA Guidelines (Title 14, California Code of Regulations (CCR) §15000 et seq).

This IS/MND is an information documentation intended for use by the City of El Monte and members of the general public as a preliminary analysis to determine if there is substantial evidence that the Project may have significant effects on the environment. If site-specific environmental constraints are found to potentially have a significant effect on the environment, with mitigation, a site-specific Environmental Impact Report (EIR) should be prepared; otherwise, the lead agency may adopt a negative declaration or MND. This IS/MND was compiled for the City with the assistance of CWE. The City is serving as the Lead Agency for the proposed Project pursuant to CEQA §21067 and CEQA Guidelines Article 4 and §15367. "Lead Agency" refers to the public agency that has the principal responsibility for carrying out or approving a Project.

1.1 Purpose and Document Organization

The purpose of this document is to evaluate the potential environmental effects of the proposed Project. Mitigation measures, if required, have been incorporated into the Project to eliminate potential significant impacts or reduce them to a less-than-significant level. This document was developed with information found in the Environmental Assessment performed by the United States Environmental Protection Agency (USEPA) Region 9 and can be found in **Error! Reference source not found.**.

This IS/MND is organized as follows:

- Section 1 – Introduction
- Section 2 – Project Description
- Section 3 – Initial Study/Environmental Checklist
- Section 4 – References

1.2 Summary of Findings

The CEQA Appendix G Environmental (Initial Study) Checklist is included in **Section 3**. The Initial Study Checklist identifies potential environmental impacts, by sections, and provides a brief discussion of each impact resulting from implementation of the proposed Project. Each response checked in the environmental checklist is discussed and supported with sufficient data and analysis as necessary. As appropriate, each section has discussion that describes and identifies specific impacts anticipated with project implementation.

2. Project Description

The City of El Monte is proposing to construct the Garvey Avenue Grade Separation Drainage Improvement Project (Project) within City boundaries. The Project will be located just south of the I-10 freeway, and along the Garvey Avenue underpass, which separates vehicular traffic on Garvey Avenue from the Southern Pacific Railroad and Metrolink Railroad. The original roadway underpass was constructed in 1933. Since the original roadway underpass construction, development of nearby commercial and industrial land uses has significantly increased the imperviousness of the surrounding area, leading to significant stormwater accumulation, and has created a flooding problem at the grade separation sump. This project proposes to include the installation of a new storm drain and an infiltration system to alleviate flooding problems during storm events.

The proposed storm drain improvements are intended to meet current design standards for a 50-year storm and reduce the occurrence of flooding at the Garvey Avenue Grade Separation. The design objective is to reduce the potential flooding hazards to the general public from multiple times a year to approximately once every 50 years. An additional design objective is to improve the water quality of the San Gabriel River by capturing pollutants from dry-weather flows and stormwater from rain events less than or equal to the water quality storm event, defined as the 85th percentile, 24-hour rainfall event. The proposed improvements include the following key elements:

- New catch basins on Maxson Place will capture the additional flow from Caltrans' roadway runoff and the outflow from the triple 24-inch culvert crossing under the freeway, as well as runoff captured from the nearby mobile home park and two commercial lots. A proposed 6-foot wide by 2-foot high Reinforced Concrete Box (RCB) storm drain will convey the intercepted flow from these catch basins underground to the intersection of Maxson Place and Garvey Avenue.
- Catch basins on Garvey Avenue will capture flows from areas east of Maxson Place. This includes commercial properties on Garvey Avenue on both the north and south sides of the street, stretching east to Durfee Avenue. The catch basins will connect to the proposed storm drain in Garvey Avenue.
- New underground infiltration basins will be constructed. The basins will be sized to capture a combined 2.2 million gallons of stormwater from dry-weather and storm events. The stormwater captured in the two infiltration basins will recharge the local aquifer.
- A diversion system and a hydrodynamic separator will be installed in Garvey Avenue to route runoff, using a 36-inch reinforced concrete pipe (RCP), to the proposed Infiltration Basin 1. The hydrodynamic separator will provide pretreatment for improved water quality. It will screen, separate, and trap gross solids to remove floatables and neutrally buoyant materials.
- Storm drain and appurtenance will be constructed to convey runoff from the existing Garvey Avenue Underpass storm drain system that is unable to be pumped out by the existing pump system or captured by the proposed Maxson Place Storm Drain. Flows greater than the pump's capacity will be pretreated and then routed via a proposed 36-inch RCP to the proposed Infiltration Basin 2.
- A 30-inch pump discharge line may be installed conveying the storm water from the existing pump discharge sump to the Basins. The storm drain may be constructed in the existing easement or may require additional easements from Metrolink.

- The proposed Maxson Place Storm Drain will convey runoff from the intersection of Maxson Place and Garvey Avenue eastward within the public street right-of-way of Garvey Avenue. The proposed storm drain will connect with the existing MTD 562 system at Durfee Avenue just south of Garvey Avenue.

2.1 Project Location

The proposed Project will be constructed in the City of El Monte, in Los Angeles County, California. The City of El Monte, as shown in **Figure 2-1**, is the eastern part of Los Angeles County, between Rosemead to the west and Baldwin Park to the east. The Project site is located near I-10 and Garvey Avenue and is generally bound by the triangular area formed by the San Gabriel River, I-10, and Valley Boulevard. As shown in **Figure 2-2,** the proposed storm drain will run south from Maxson Road, turn west onto Garvey Avenue, and turn south towards the drain into the existing MTD 562 system. The infiltration system gallery would be located in Garvey Avenue just east of Maxson Place.



Figure 2-1 Project Location



Figure 2-2 Proposed Storm Drain Alignment and Infiltration Gallery

3. Initial Study/Environmental Checklist

Environmental Checklist Form		
1.	**Project Title:**	Garvey Avenue Grade Separation Drainage Improvement Project
2.	**Lead Agency Name and Address:**	City of El Monte 11333 Valley Boulevard, El Monte, California 91731
3.	**Contact Person and Phone Number:**	Lee Torres (626) 580-2055
4.	**Project Location:**	Garvey Avenue in the City of El Monte, California
5.	**Project Sponsor's Name and Address:**	City of El Monte 11333 Valley Boulevard, El Monte, California 91731
6.	**General Plan Designation:**	Public Streets and Regional Commercial
7.	**Zoning:**	Commercial
8.	**Description of Project:**	The City of El Monte proposes to construct and install catch basins, a new storm drain line, a hydrodynamic pretreatment separator, two underground infiltration galleries, and storm drain diversions to alleviate flooding issues, capture polluted stormwater runoff, and recharge local groundwater supply.
9.	**Surrounding land uses and setting:**	Medium density residential and industrial land use
10.	**Other public agencies whose approval is required:**	Not Applicable.
11.	**Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?[a]**	Yes, the California Native American Heritage Commission (NAHC) was consulted about the Garvey Avenue Underpass Project. On June 8, 2016, the USEPA reached out to the Soboba Band of Luiseno Indians, the Gabrieleno/Tongva Nation, the Gabrieleno/Tongva San Gabriel Band of Mission Indians, the Gabrieleño Band of Mission Indians – Kizh Nation, and the Gabrielino Tongva Indians of California Tribal Council. Andy Salas, Chairman of the Gabrieleño Band of Mission Indians – Kizh Nation, requested consultation pursuant to Public Resources Code Section 21080.3.1. A phone conversation was held between USEPA Region IX and Andy Salas in 2016. Discussion from the consultation on the inclusion of Tribal Cultural Resource mitigation measures is later discussed in **Section 3.18**.

[a] Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology / Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology / Water Quality	☐ Land Use / Planning	☐ Mineral Resources
☐ Noise	☐ Population / Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

9/21/2021
Date

3.1 Aesthetics

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In non-urbanized areas, substantially degrade the existing visual character or quality public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X

Discussion:

a) The Project is not located near a scenic vista. The Project plans to construct storm drains and appurtenances underground which will temporarily obstruct existing views during construction. Therefore, there are no anticipated impacts to scenic vistas.

b) The Project is not located within or adjacent to scenic resources. Additionally, according to the California Department of Transportation Scenic Highways Program Database, there are no designated state scenic highways located near the Project. Therefore, there are no anticipated impacts to scenic resources.

c) The Project will not substantially degrade the existing visual character or quality of the site and its surroundings. The existing site is surrounded by industrial and commercial land uses and the construction of the proposed project will be below grade once completed. Therefore, there are no anticipated impacts to the existing visual character or quality of the site and its surroundings.

d) The Project will not feature a new source of substantial light or glare. Therefore, there are no anticipated impacts which could adversely affect day or nighttime views in the area.

3.2 Agriculture and Forestry Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program (FMMP) of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

Discussion:

a) According to the State of California Department of Conservation Farmland Mapping and Monitoring Program (FMMP), the Project site is not located in an area designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, there is no impact to farmland or agricultural resources.

b) The project site is not zoned for agricultural use and is not under a Williamson Act contract.

c) The Project location is located in land zoned for regional commercial and industrial/business park use. The project will not conflict with existing zoning of forest land, timberland, or timberland zoned Timberland Production. Therefore, there is no anticipated impact.

d) The Project is not located in forest land. Therefore, there is no impact.

e) The Project site is not on land designated for agricultural land use and will not result in conversion of Farmland to non-agricultural use or forest land to non-forest use. Therefore, there is no anticipated impact.

3.3 Air Quality

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?		X		
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

Discussion:

a) The City of El Monte is located in the South Coast Air Quality Management District and USEPA Region 9. These agencies are county or regional governing authorities that have primary responsibility for controlling air pollution from stationary sources.

USEPA established primary and secondary National Ambient Air Quality Standards (NAAQS) under 40 Code of Federal Regulations (CFR) Part 50, which specifies air quality standards of six criteria pollutants: particulate matter (measured as both particulate matter less than 10 microns in diameter [PM_{10}] and particulate matter less than 2.5 microns in diameter [$PM_{2.5}$]), sulfur dioxide, carbon monoxide, oxides of nitrogen (NO_x), ozone, and lead.

Federal regulations designate air quality control regions (AQCRs) in violation of the NAAQS as nonattainment areas. Federal regulations designate AQCRs with levels below the NAAQS as attainment areas. Maintenance areas are AQCRs that have previously been designated as nonattainment and have been redesignated to attainment for a probationary period through implementation of maintenance plans.

USEPA has designated the portion of Los Angeles County where the action is located as a nonattainment area for lead (through December 31, 2015), $PM_{2.5}$, and ozone, and as a maintenance area for PM_{10}, carbon monoxide and NO_2.

Applicable air quality plans include:

- 2016 Air Quality Management Plan
- Clean Communities Plan
- Air Quality Monitoring Network Plan
- 2012 Annual $PM_{2.5}$ NAAQS Plan
- 2008 8-Hour Ozone NAAQS
- 2006 24-Hour $PM_{2.5}$ NAAQS
- 1997 Ozone NAAQS (80 ppb)
- 1979 1-hour Ozone NAAQS (120 ppb)
- 2012 Los Angeles County Lead Attainment State Implementation Plan

Since the proposed project will not generate air pollutants in excess of the SCAQMD's regional significance threshold, the proposed project will not cause of substantially contribute to an existing or projected air quality violation, would not result in a cumulatively increase of any criteria pollutant, and will not impact air quality long term. Therefore, the project will not conflict with or obstruct implementation of the applicable air quality plan and are considered less than significant.

b) The Project is located in the South Coast Air Basin (SCAB), which is a non-attainment area for respirable particulate matter (PM_{10}), fine particulate matter ($PM_{2.5}$), and Ozone. The SCAB is a designated attainment area for all other criteria pollutants. The SCAQMD has established Regional Significance Thresholds for each criteria pollutant. Potential air emissions were calculated using the CalEEMod, Version 2020.4.0, a model used to quantify air impacts from land use projects located throughout California. The following table shows the daily emissions rate for unmitigated construction during the summer, in comparison to the Regional Significance Thresholds

Pollutant	**NOx**	**PM_{10}**	**$PM_{2.5}$**	**SOx**	**CO**
Maximum Emissions rate (lbs/day)	41.60	8.42	4.68[b]	0.0783[c]	36.82
Mass Daily Thresholds (lbs/day)	100	150	55	150	550
Exceed Threshold?	No	No	No	No	No

[a] PM_{10} total modeled emissions
[b] $PM_{2.5}$ total modeled emissions
[c] SO_2 modeled emissions

The Project is not expected to result in a measurable long-term increase in air pollutant emissions. After construction, the Project will have minimal vehicle trips to the sites for inspection and maintenance procedures. Therefore, impacts would be considered less than significant.

c) Certain residents, such as the very young, the elderly and those suffering from certain illnesses or disabilities, are particularly sensitive to air pollution and are considered sensitive receptors. The sensitive receptors of concern are Madrid Middle School, roughly 0.25 miles east, Jerry Voorhis Elementary School, 0.15 miles to the north, and Baker Elementary School, 0.20 miles to the northwest and the residential areas along Garvey Avenue and Maxson Place. However, the proposed project will not exceed the Regional Significance Threshold of criteria pollutants; therefore, the proposed project will have a less than significant impact on nearby sensitive receptors with mitigation measure **AIR-1**.

d) Project construction equipment and activities, including diesel exhaust emissions, could generate odors. There may be situations where construction activity odors would be noticeable by persons working at or visiting nearby facilities, but these odors would not be unfamiliar or objectionable. In addition, these odors would be temporary and would dissipate rapidly from the source with an increase in distance. There are no long-term odors anticipated from the construction of the Project. Because there may be short-term odors as a result from the temporary construction of the Project, impacts will be less than significant.

Mitigation Measures:

AIR-1 – Pursuant to Rule 403 of the SCAQMD, the following dust minimizing measures shall be implemented:

- City of El Monte and its designees shall comply with all applicable SCAQMD Rules and Regulations, including Rule 403 ensuring the cleanup of construction-related dirt on approach routes to the site. Rule 403 prohibits the release of fugitive dust emissions from any active operation, open storage pile or disturbed surface area visible beyond the property line of the emission source.
- City of El Monte and its designees shall comply with all SCAQMD established minimum requirements for construction activities to reduce fugitive dust and PM_{10} emissions.
- Adequate water techniques shall be employed to mitigate the impact of construction-related dust particulates. Portions of the site that are undergoing surface earth moving operations shall be dewatered such that a crust will be formed on the ground surface, and then watered again at the end of each day. Site watering shall be performed as necessary to mitigate blowing dust.
- Grading operations shall be suspended during first stage ozone episodes or when winds exceed 25 mph. A high wind response plan shall be formulated for enhanced dust control if winds are forecast to exceed 25 mph in any upcoming 24-hour period.
- Any construction equipment using direct internal combustion engines shall use a diesel fuel with a maximum of 0.05 percent sulfur and four-degree retard.
- Construction operations affecting roadways within the project area including detour routes, shall be scheduled by implementing traffic hours and shall minimize obstruction of through traffic lanes.
- The engines of idling trucks or heavy equipment shall be turned off if the expected duration of idling exceeds five minutes.
- On-site heavy equipment used during grading and construction shall be equipped with diesel particulate filters unless it is demonstrated that such equipment is not available, or its use is not cost-competitive.
- All haul trucks leaving or entering the site shall be covered or have at least two feet of freeboard.
- Any on-site stockpiles of debris, dirt or other dusty material shall be covered or watered twice daily.
- Any site access points within 30 minutes of any visible dirt deposition on any public right of way shall be mechanically or manually swept.

3.4 Biological Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?				X
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Discussion:

a) According to a report generated through the U.S. Fish and Wildlife Services (USFWS) Information for Planning and Conservation (IPaC), three federally listed species have the potential of occurring in the area: Coastal California Gnatcatcher, Least Bell's Vireo, and Nevin's Barberry. Since the project is located in a highly urbanized area, no suitable habitat exists for any of the species. Therefore, there will be no impact to the listed species.

b) According to the National Wetlands Inventory mapped by the USFWS, there is no riparian habitat near the project area. Therefore, there will be no impact to these resources.

c) According to the National Wetlands Inventory mapped by the USFWS, there are riverine, fresh water emergent, and freshwater forested/shrub wetland habitats in the San Gabriel River. However, there will be no direct removal, filling, or hydrological interruption in the San Gabriel River. Stormwater being captured and discharged by the Project will be intercepted before reaching the sump at the Garvey Avenue underpass outlet, and will be redirected to the proposed infiltration basins and storm drain line that flows into the MTD 562 system, leading the stormwater to the San Gabriel River. During dry-weather, flows are anticipated to be minimal and will not have a substantial effect on the San Gabriel River, as the river is dry during the dry-weather season. During wet-weather, flows from the project will not have a significant hydrological impact. Therefore, there will be no adverse effect on federally protected wetlands.

d) Flows will be intercepted before reaching the sump at the Garvey Avenue underpass, and will be redirected to a storm drain line, that discharges into the San Gabriel River. During dry-weather, because flows are anticipated to be minimal, and because the San Gabriel River is typically dry between April and October, there will be no impact to the movement or the habitats of wildlife. During wet-weather, the San Gabriel River already conveys a significant amount of flow, and flows from the Project will not be significant enough to additionally impede the movement of wildlife in the San Gabriel River. Therefore, there would be no anticipated impact from the Project.

e) The Project will not conflict with the City's Tree Protection and Preservation Ordinance. Therefore, there will be no anticipated impact.

f) The Project will not conflict with any adopted conservation plan. Therefore, there will be no anticipated impact.

3.5 Cultural Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?		X		
c) Disturb any human remains, including those interred outside of dedicated cemeteries?				X

Discussion:

a) The USEPA has defined the archeological area of potential effects (APE) as the surfaces and depths that would be disturbed by excavation and storm drain installation activities, as well as the footprint of the Garvey Avenue underpass pump station building. The historical architectural APE is the pump station and the pipes and culverts that may be replaced that are 50 years or older. Staging areas would be limited to paved parking lots and areas along the APE and outside of the public right-of-way. No undertaking-related activities would occur outside of the APE.

The USEPA conducted a records search of the archeological APE and surrounding areas via the South Central Coastal Information Center (SCCIC) of the California Historical Resources Information System (CHRIS) (Records Search File No.: 16371.2401). The search area included a one-mile buffer centered on the APE of the proposed storm drains. No part of the APE was previously surveyed, and no resources have been recorded within the APE, 39 surveys have been conducted in the study area, and 18 resources have been recorded in the same area. The 18 resources include 1 prehistoric archaeological site, 11 historic buildings, 1 historic district, 1 historic highway/trail, 1 historic railroad, and 3 historic transmission/utility lines.

The historic buildings (P-19-188913, P-19-188914, P-19-188915, P-19-188916, P-19-188917, P-19-188918, P-19-188919, P-19-188921, P-19-188922, P-19-188923, and P-19-188924) are concentrated in Baldwin Park on the east side of I-605 and the San Gabriel River. The historic district, consisting of the Woodland Duck Farms and Equestrian Center/Louise A. Ward Residence (P-19-004079/CA-LAN-004079H), is on the east side of the San Gabriel River.

The historic highway/trail (P-19-187085/The Mojave Road) corresponds with Ramona Boulevard, north of I-10. The historic railroad is the Southern Pacific Railroad/Union Pacific Railroad (P-19-186112) adjacent to the Garvey Avenue underpass pump station.

The three transmission/utility lines (P-19-188983/Los Angeles Department of Water and Power Boulder Lines North and South, P-19-190504/Southern California Edison Rio Hondo-Amador-Jose-Mesa-Narrows 66kV Transmission Line, and P-19-186876/Southern California Edison Eagle Rock-Pardee and Antelope-Vincent No.1 220kV Transmission Line Corridor) are along Ramona Boulevard, north of the I-10, and along the I-605/San Gabriel River corridor. In addition to the resources listed above, the Garvey Avenue underpass pump station was constructed in 1934 and is considered of historic age (50 years or older). It was evaluated by a qualified historian who determined the pump station to not be National Register of Historic Preservation (NRHP) eligible. The Southern Pacific Railroad/Union Pacific Railroad, (P-19-186112), was not formally evaluated but was part of a reconnaissance survey (CRM Tech 2010), which found that the rail lines had been upgraded and undergone maintenance activities as part of their ongoing use and did not demonstrate historical characteristics.

The California Native American Heritage Commission (NAHC) was consulted about the Garvey Avenue Underpass Project and responded that sacred sites have been identified by the Gabrielino Band of Mission Indians–Kizh Nation as within the project region. USEPA pursued a concurrent consultation with the Soboba Band of Luiseno Indians, Gabrieleño Band of Mission Indians–Kizh Nation, Gabrieleno/Tongva San Gabriel Band of Mission Indians, Gabrieleno/Tongva Nation, Gabrielino Tongva Indians of California Tribal Council, and Gabrieleno/Tongva Tribe in June of 2016.

Based on the information presented above and pursuant to Section 106 of the NHPA, USEPA made a determination of "no historic properties affected" for this project. USEPA conveyed this finding of effect to the California State Historic Preservation Office (SHPO) in a letter dated August 24, 2016, and the SHPO concurred with this finding on September 21, 2016. In its letter, SHPO did not object to the identification and delineation of the APE, concurred with the finding that the existing storm drain system is not eligible for listing on the NRHP, and did not object to the finding of "no historic properties affected" for the proposed undertaking. Therefore, there will be no anticipated impact.

b) See discussion above in part a). However, if during construction any archaeological remains are found, all construction will cease until qualified personnel can identify the remains and mitigate the findings. Impacts are anticipated to be less than significant.

c) No formal cemeteries are on or near the Project site. Most Native American human remains are found in association with prehistoric archaeological sites. The USEPA conducted a records search of the archeological APE and surrounding areas via the SCCIC of the CHRIS (Records Search File No.: 16371.2401). The search area included a one-mile buffer centered on the APE of the proposed storm drains. There were no identified archaeological resources in the immediate area. There is low potential for the project to encounter human remains during ground-disturbing activities. However, if during construction, any remains are found, all construction will cease until qualified personnel can identify the remains and mitigate the findings. Impacts are anticipated to be less than significant.

Mitigation Measures:

CUL-1 - If previously unidentified cultural resources and/or tribal cultural resources are unearthed during ground activity, all work shall immediately be suspended within 100 feet of the discovery and the City shall be immediately notified. A qualified archaeologist and a Native American monitor shall assess the significance of the find and determine if it is a California Register of Historic Resource (CRHR)-eligible archaeological resource and/or tribal cultural resource. If the qualified archaeologist determines that

adverse impacts to tribal cultural resources or significant archaeological resources could occur during the Project, then the resources shall be avoided from direct Project impacts by Project redesign, if feasible. If the resource cannot be avoided, then an archaeological treatment plan shall be developed and implemented.

CUL-2 - In compliance with Section 5097.98 of the Public Resources Code and Section 7050.5 of the California Health and Safety Code, if human remains are encountered, all ground disturbing activities shall be immediately suspended within 100 feet of the discovery, and the Los Angeles County Coroner should be notified immediately. If the Coroner determines the remains are Native American in origin, they must notify the Native American Heritage Commission within 24 hours of such identification so that the Native American Heritage Commission can contact the Most Likely Descendant (MLD). The MLD shall be provided access to the discovery and will provide recommendations for treatment of the remains within 48 hours of accessing the discovery site. Disposition of human remains and any associated grave goods, if encountered, shall be treated in accordance with procedures and requirements set forth in Sections 5097.94 and 5097.98 of the Public Resources Code; Section 7050.5 of the California Health and Safety Code and CEQA Guidelines Section 15064.5.

3.6 Energy

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?				X
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				X

Discussion:

a) The proposed sites do not require or result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation. The Project will improve on an existing pumping system and is not expected to have unnecessary consumption. Therefore, there is no anticipated impact.

b) The proposed sites will not obstruct a state or local plan for renewable energy or energy efficiency. Therefore, there is no anticipated impact.

3.7 Geology and Soils

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?		X		
iv) Landslides?		X		
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		X		
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	

Discussion:

a)

i) The Project site is located in Southern California, which is a seismically active area. However, the Project is not located within a known earthquake fault zone delineated on an Alquist-Priolo Earthquake Fault Zoning Map. Therefore, there is no anticipated impact.

ii) The Project site is located in Southern California, which is a seismically active area. However, the potential for hazards associated with strong seismic ground shaking, such as ground surface rupture, is considered low. The proposed Project would be designed and constructed in accordance with the federal, state, and municipal building codes relative to seismic criteria. Therefore, the impact from strong seismic ground shaking would be considered to be less than significant.

iii) The Project is located in a Liquefaction Zone. The liquefaction zone is created by the increased groundwater and the Montebello forebay area recharge. Terracon performed a geotechnical study for the Project, and based on their findings, the construction of the Project would not cause or contribute to settlement, slippage, or landslides and would not affect the geologic stability of the site, as long as mitigation measures are followed. Therefore, the impacts associated with liquefaction are anticipated to be less than significant with the incorporation of mitigation measures **GEO-1** and **GEO-2**. The Geotechnical Report can be found in Error! Reference source not found..

iv) Terracon performed a geotechnical report on February 5, 2018 and based on their findings, the construction of the Project would not be subject to hazards due to settlement, slippage, or landslides and would not affect the geologic stability of the site when using recommendations provided by Terracon. Therefore, the impacts associated with landslides are anticipated to be less than significant with the incorporation of mitigation measures **GEO-1** and **GEO-2**.

b) The Project's geotechnical report shows that the Project site has medium-stiff to stiff silt with variable amounts of sand, overlying loose to dense sand with variable amounts of silt below the 8 to 9 inches of asphalt and concrete. There is no loss to topsoil due to its location in a highly urbanized area. Once construction is complete, pavement will cover trenches, preventing future damage to soil erosion. Therefore, impact to soil erosion or loss of topsoil is considered to be less than significant impact.

c) The Project is located in a Liquefaction Zone. The liquefaction zone is created by the increased groundwater and the Montebello forebay area recharge. Based on the findings of the geotechnical report, the construction of the Project would not be subject to hazards due to settlement, slippage, or landslides and would not affect the geologic stability of the site when incorporating mitigation measures provided by the geotechnical report. Therefore, the impacts associated with liquefaction are anticipated less than significant with mitigation measures **GEO-1** and **GEO-2**.

d) The Project will not adversely affect the geologic stability of the site and is not located on expansive soils. Therefore, there is no anticipated impact.

e) The Project will not require the installation of septic tanks or alternative wastewater disposal systems. Therefore, there is no anticipated impact.

f) The USEPA conducted a records search of the archeological APE and surrounding areas via the SCCIC of the CHRIS (Records Search File No.: 16371.2401). The search area included a one-mile buffer centered on the APE of the proposed storm drains. There were no identified archaeological resources in the immediate area. There are no unique paleontological or unique geologic features described in the City of El Monte General Plan. However, if during construction, any of these features are found, all construction will cease until qualified personnel can identify and mitigate the findings. Impacts are anticipated to be less than significant.

Mitigation Measures:

GEO-1 - The following mitigation measures should be implemented during the construction phase of the Project:

- Materials and construction of pavements for the project should be in accordance with the requirements and specifications of the State of California Department of Transportation, or other approved local governing specifications.
- Base course or pavement materials should not be placed when the surface is wet. Surface drainage should be provided away from the edge of paved areas to minimize lateral moisture transmission into the subgrade.
- Preventative maintenance should be planned and provided for through an on-going pavement management program in order to enhance future pavement performance. This consists of both localized maintenance (e.g. crack sealing and patching) and global maintenance (e.g. surface sealing). Preventative maintenance is usually the first priority when implementing a planned pavement maintenance program and provides the highest return on investment for pavements.
- Earthwork portion of this project be completed during extended periods of dry weather, when possible.

GEO-2 - The following mitigation measures should be implemented during the earthwork/excavation phase of the Project:

- It is anticipated that excavations for the proposed construction can be accomplished with conventional earthmoving equipment. On-site silt soils may slump and unstable subgrade conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. The use of light construction equipment would aid in reducing subgrade disturbance. The use of remotely operated equipment, such as a backhoe, would be beneficial to perform cuts and reduce subgrade disturbance. Should unstable subgrade conditions develop stabilization measures will need to be employed.
- If the subgrade slumps or becomes unworkable, the subgrade material may be improved by scarifying and drying or may be removed and replaced if necessary. Suitable methods of stabilization will be dependent upon factors such as schedule, weather, size of area to be stabilized, and the nature of the instability. If the construction schedule does not allow for drying by aeration, silt soils may be stabilized using geo-synthetic or geogrid materials and coarse aggregate materials.

- Upon completion of filling and grading, care should be taken to maintain the subgrade moisture content prior to construction of pavements. Construction traffic over the completed subgrade should be avoided to the extent practical. If the subgrade should become desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompacted prior to pavement construction.
- The earthwork portion of this project be completed during extended periods of dry weather if possible. If earthwork is completed during the wet season (typically November through March) it may be necessary to take extra precautionary measures to protect subgrade soils. Wet season earthwork may require additional mitigation measures beyond that which would be expected during the drier summer and fall months. This could include diversion of surface runoff around exposed soils and draining of ponded water on the site. Once subgrades are established, it may be necessary to protect the exposed subgrade soils from construction traffic.

3.8 Greenhouse Gas Emissions

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X

Discussion:

a) As discussed in the Air Quality impact analysis, the Greenhouse Gas (GHG) emissions generated by the proposed project would not exceed the SCAQMD's recommended threshold of 3,000 $MTCO_2e$ per year for non-industrial projects. The construction phase's GHG emissions were calculated using the CalEEMod, Version 2020.4.0. The following table shows the unmitigated, yearly emissions rate for in comparison to the Regional Significance Threshold. Because GHG missions will not exceed the SCAQMD threshold, the project would have a less than significant impact on GHG.

Pollutant	CO_2
Maximum Construction Emissions rate (MT/year)	223.48
Maximum Operations Emissions rate (MT/year)	2.60
SCAQMD Threshold (MT/year)	3000
Exceed Threshold?	No

b) The Project would not conflict with the State plan and policy AB 32 (California Global Warming Solutions Act of 2006) quantitative goal of AB 32 is to reduce GHG emissions to 1990 levels by 2020. Because the project does not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emission of GHG, there would be no anticipated impact.

3.9 Hazards and Hazardous Materials

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?			X	
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?		X		
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X	

Discussion:

a) Anticipated construction activities may require the transport, storage, use, and disposal of small amounts of hazardous materials that may include gasoline, diesel, hydraulic fluids, oils and lubricants and other similarly related materials for the project site, however, there will be no transport, use, or

disposal of hazardous materials involved operation of the project. Therefore, the impacts would be less than significant.

b) The project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment since there are no hazardous materials involved in the Project. Therefore, there would be no anticipated impacts.

c) Jerry Voorhis Elementary, Baker Elementary School, and Madrid Middle School are within a quarter mile of the Project site, but no acutely hazardous materials or substances will be emitted during the construction. GHG emissions and criteria air pollutants will be emitted, but not in a significant amount. Therefore, impacts are anticipated to be less than significant.

d) The Project is not located on a list of hazardous materials site. Therefore, there are no anticipated impacts.

e) The Project is located less than two miles from the El Monte Airport, but is not in a designated Airport Land Use Area. The project will not result a safety hazard for people residing or working in the project area, as noise generated by the Project will dissipate to reasonable levels before reaching the airport. Further discussion on noise mitigation measures can be found in **Section 3.13**. Additionally, project construction will not impact airport operations as there are other buildings and structures that are larger than construction equipment that will be used for the construction of the project, located within the area. Therefore, impacts are expected to be less than significant.

f) The Project will not interfere with any emergency response plan or emergency evacuation plan; however, since Garvey Avenue is designated as an evacuation route, local emergency agencies, including those discussed in **Section 3.15**, will be notified by the construction contractor prior to the start of construction. Therefore, impacts are expected to be less than significant with incorporation of mitigation measure HZ-1.

g) Due to its location in an urbanized environment, the Project will not expose people or structures to significant risk of loss, injury, or death involving wildland fires. Therefore, there are no anticipated impacts.

Mitigation Measures:

HZ-1 – The construction contractor shall provide reasonable, advance notification to service providers such as fire, police, and emergency medical services regarding lane closures or traffic control plans.

3.10 Hydrology and Water Quality

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site;				X
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;				X
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				X
iv) impede or redirect flood flows?				X
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				X
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				X

Discussion:

a) The Project will provide an enhancement to water quality by capturing runoff generated from an 85th percentile storm event and treat and capture for groundwater recharge purposes. During construction, a Stormwater Pollution Prevention Plan (SWPPP) will be prepared and Best Management Practices (BMPs) will be implemented to prevent pollutants from entering any nearby catch basins

Compliance with the Construction General Permit (CGP) will ensure that the construction will have no permanent impact to water quality. The Project would capture and treat runoff then route runoff to a subsurface storage system to reduce stormwater discharged to downstream facilities. Therefore, due to the intent of the Project and with incorporation of the standard and required BMPs, impacts would be less than significant.

b) Groundwater supplies will not be affected since the project does not have additional demand for groundwater. The Project intends to pretreat stormwater for groundwater recharge which will have a beneficial impact to the local groundwater supplies. Therefore, there is no anticipated negative impact to groundwater supplies.

c)

i. The project area is urbanized and developed and mostly impervious. The Project will route the runoff east towards San Gabriel River. The runoff will be routed via the proposed storm drain and connection to an existing storm drain. The Project will not alter the existing drainage pattern of the area which will result in substantial erosion or siltation on or off site. The Project intends to capture runoff from the drainage area upstream to prevent the excess flows from reaching the sump of the Garvey Avenue underpass. Therefore, there are no anticipated impacts.

ii. The Project will not substantially alter the existing drainage pattern of the area resulting in flooding on or offsite. The Project intends to capture runoff from the drainage area upstream to prevent the excess flows from reaching the sump of the Garvey Avenue underpass. Therefore, there are no anticipated impacts.

iii. The Project will not contribute runoff which will exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. The Project intends to capture runoff from the drainage area upstream to prevent the excess flows from reaching the sump of the Garvey Avenue underpass. The captured runoff will be treated and routed in a subsurface storage system to reduce stormwater discharged to downstream facilities.

iv. The Project intends to capture flows before it reaches and floods the sump of the Garvey Avenue underpass. The captured runoff will be treated and routed in a subsurface storage system to reduce stormwater discharged to downstream facilities. Therefore, there are no anticipated impacts.

d) The proposed Project is not within a flood hazard, tsunami, or seiche zone. The proposed Project is approximately 300 feet above sea level and is approximately 30 miles from the coast. Therefore, there are no anticipated impacts.

e) The Project will not conflict with the Los Angeles Region Basin Plan for the Coastal Watersheds of Los Angeles. The contractors will control all sources of pollutants during construction. The Project intends to capture and treat runoff from the drainage area upstream to prevent excess flows from reaching the sump of the Garvey Avenue underpass. Therefore, there are no anticipated impacts.

3.11 Land Use and Planning

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

Discussion:

a) The project will not physically divide an established community. Therefore, there is no anticipated impact.

b) The Project will not conflict with any applicable land use plan, policy, or regulation. Therefore, there is no anticipated impact.

3.12 Mineral Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

Discussion:

a) The Surface Mining and Reclamation Act of 1975 (SMARA) requires classification of land into mineral resource zones (MRZs) according to the known or inferred mineral potential of the area. The MRZ categories are as follows:

- MRZ-1: Areas where adequate information indicates that no significant mineral deposits are present or where it is judged that little likelihood exists for their presence.
- MRZ-2: Areas where adequate information indicates significant mineral deposits are present, or where it is judged that a high likelihood exists for their presence.
- MRZ-3: Areas containing mineral deposits the significance of which cannot be evaluated from available data.
- MRZ-4: Areas where available information is inadequate for assignment to any other MRZ

Although the Project site falls within an MRZ-2 area, the Project site and surrounding areas are fully developed and would not be available for mineral resource activities. The El Monte General Plan does not identify any significant mineral resources within the City. Therefore, the Project would not result in the loss of a known mineral resource or loss of availability of a known mineral resource or locally important mineral resource site. Therefore, there are no anticipated impacts.

b) There are no locally important mineral resource recovery sites identified in the Cities' General Plan or other relevant plan; therefore, there would be no impact.

3.13 Noise

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Generation of excessive groundborne vibration or groundborne noise levels?		X		
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

Discussion:

a) The Project is primarily located within the General Commercial and Industrial zoned properties. The school most likely to be impacted by construction noise is Madrid Middle School, located approximately 0.25 miles to the east. Jerry Voorhis Elementary School is located 0.15 miles to the north, and Baker Elementary School is located 0.20 miles to the northwest; however, both are located on the opposite side of the I-10 freeway and are unlikely to be affected by noise associated with construction. The residential zoned areas are located approximately 500 feet away from the proposed construction area, but there is a mobile home park on the north end of Maxson Road, in an Industrial Zone, that will be within 20 feet of construction.

Because implementation of the Project may result in the generation of construction noise within the areas surrounding the Project during construction and project operations, a Noise Assessment was performed on July 2, 2021. To identify baseline noise conditions, short-term ambient noise level measurements at the Project and at nearby representative sensitive receptors were recorded utilizing sound level meters, as shown in **Figure 3-1**. The ambient noise level measurements were taken during day-time hours, or when construction would typically occur. **Table 3-1** shows the results of the noise assessment, identifying minimum, average, and maximum A-weighted decibels (dBA) at nearby sensitive, residential, and educational land uses. It should be noted that a train was running during the noise assessment at Point 3 in **Table 3-1**. The train caused regular exceedances in noise levels identified by the City's General Plan.

Table 3-1 Noise Assessment Results

Number	Location Description	Minimum (dBA)	Average (dBA)	Maximum (dBA)
1	End of Maxson Place	64	69	74
2	Maxson Road and Maxson Place	57	61	81
3	Garvey Avenue along Mobile Home Park	51	66	89
4	Apartments at Cogswell Road	45	50	67
5	Residential Community at Clora Place	34	53	68
6	Madrid Middle School on Gillman Road	51	56	80



Figure 3-1 Noise Measurement Locations for the Garvey Avenue Grade Separation Project

Construction will take place between the hours of 8:00 AM until 5:00 PM Monday through Friday, 9:00 AM to 7:00 PM on Saturday, and 10:00 AM to 7:00 PM on Sunday. The El Monte General Plan states

that noise levels, shown in **Table 3-2**, should not be exceeded by 10 dBA for a cumulative period of 1 minute in an hour or by 15 dBA for any period of time for the following land use areas.

Table 3-2 El Monte Land Use Guidelines for Exterior Noise

Parcel Details	Levels allowed between 7:00 am to 10:00 pm
Single Family Residential	50 dBA
Multiple-Family Residential	55 dBA
Residential 150 feet from Freeway	62 dBA
Commercial	65 dBA
Industrial	70 dBA

As shown in **Table 3-3**, the Federal Highway Administration (FHWA) identified predicted noise limits at a reference distance of 50 feet. By utilizing these values, noise levels at nearby sensitive receptors can be calculated and predicted.

Table 3-3 Construction Equipment Noise Emission Levels

Equipment Description	Lmax Noise Limit at 50 feet., dB Slow	Is Equipment an Impact Device?
All other equipment > 5HP	85	No
Backhoe	78	No
Compactor (ground)	83	No
Compressor (air)	78	No
Concrete Mixer Truck	79	No
Concrete Saw	90	No
Crane	81	No
Dozer	82	No
Dump Truck	76	No
Excavator	81	No
Flat Bed truck	74	No
Front End Loader	79	No
Generator	81	No
Impact/Vibratory Pile Driver	101	Yes
Jackhammer	89	Yes
Mounted Impact Hammer	90	Yes
Pavement Scarifier	85	No
Pumps	81	No
Roller	80	No
Sand Blasting (single nozzle)	96	No
Slurry Trenching Machine	80	No
Vacuum Street Sweeper	82	No
Welder / Torch	74	No

Construction activities for this Project will comply with the City's Noise Ordinance and meet all noise level requirements. The nearest sensitive receptor is approximately 50 feet north of the proposed Project in the Skyline Mobile Estates Community (12201 Garvey Avenue, El Monte, CA 91732). The Project will potentially involve excavation, grading, drilling, trenching, pile driving, and other ground disturbing activities. Noise generated from construction activities would be temporary. A pile driver will be used 20 feet away from the nearest sensitive receptor; a pile driver at an unrestricted distance of 20 feet would have a noise level of 111 dBA. According to the City's General Plan, any noise above 70 dBA is considered "high," and should be mitigated. During construction of the Project, the contractor will be required to use construction muffler devices, sound blankets, or other means to reduce noise levels to ambient levels. No long-term noise impacts are anticipated from the Project since the proposed Project is the construction of catch basins, storm drains, and underground infiltration basins.

Therefore, with incorporation of mitigation measures **NOISE-1** through **NOISE-3**, impacts by noise from construction would be less than significant. Excessive noise levels will no longer occur from the Project once construction is complete.

b) The Project construction will create some ground borne vibrations as part of the construction. The Project is anticipating using equipment that are typically of concern for producing high vibration levels, such as pile drivers or bulldozers. There are no historic buildings within the vicinity and the Caltrans threshold for residential building require a maximum of 0.5 Peak Particle Velocity (PPV) for continuous/frequent intermittent sources. A pile-diver at a distance of 25 feet would be producing vibrations of 0.644 PPV. The minimum distance for no impact from vibrations while using a typical, vibratory impact pile driver, producing vibrations at 0.644 PPV, will have no impact on buildings 30 feet away. Since the nearest sensitive receptor is 20 feet away, vibrational impacts will be felt as a result of construction. Therefore, impacts are considered less than significant once mitigation measures **NOISE-1** through **NOISE-3** are incorporated into the Project. Once construction is complete, all groundborne vibrations will cease.

c) The Project is not located in an area designated as airport land use. The Project is located less than two miles from the El Monte Airport. The project will not expose people residing or working in the area to excessive noise levels. The project is not located in the noise contours associated with the airport. As mentioned in part a). above, the construction equipment will increase the ambient noise in the area. Due to the proximity of the schools and residences, the contractor will be required to monitor noise levels and use construction muffler devices to reduce to ambient noise levels. This excessive noise is associated with the construction phase and will cease after construction.

Mitigation Measures:

NOISE-1 – The City of El Monte and their designees shall implement the following measures during construction as needed:

- Include design measures necessary to reduce the construction noise levels where feasible. These measures may include noise barriers, curtains, or shields.
- Place noise-generating construction activities (e.g., operation of compressors and generators, cement mixing, general truck idling) as far as possible from the nearest noise-sensitive land uses.

- Locate stationary construction noise sources as far from adjacent noise-sensitive receptors as possible.
- Identify a liaison for off-site sensitive receptors, such as residents and property owners, to contact with concerns regarding construction noise and vibration. The liaison's telephone number(s) shall be prominently displayed at construction locations.
- Notify, in writing, all landowners, occupants of properties adjacent to the construction area, and nearby sensitive receptors of the anticipated construction schedule at least 2 weeks prior to groundbreaking.
- Prepare visible signs indicating "Noise Control Zone."
- Use noise-control devices that meet original specifications and performance.
- To the extent practical, use electrically-powered equipment.
- Implement temporary noise barriers and sound-control curtains where project activity is unavoidably close to noise-sensitive receivers. In particular, noise barriers of 8 feet and 12 feet tall should be established around work sites to remove noise impacts from the different construction operation areas. The construction contractor should regularly evaluate the noise level at nearby sensitive receptors to ensure noise levels are not in exceedance. If so, the following noise barrier measures should also be incorporated:
  - Break line of sight from noise source to receiver
  - Use a frame to secure an appropriate acoustic blanket or paneling
  - Use a solid material with a minimum surface density of 3 lb/ft^2 or mass-loaded acoustic blankets with at least STC 25
  - Overlap or seal any gaps in the barriers
- Designate haul routes to be used based on the least overall noise impact route, with heavily-loaded trucks away from residential streets, if possible. Identify haul routes streets with the fewest noise sensitive receivers if no alternatives are available.
- Place earth-moving equipment, fixed noise-generating equipment, stockpiles, staging areas, and other noise-producing operations as far as practicable from noise-sensitive receivers.
- Eliminate the use of horns, whistles, alarms, and bells.
- Phase demolition, earth moving, and ground impacting operations so they do not occur in the same time period.
- In the case of nighttime construction, the contractor shall comply with the provisions of the nighttime noise variance issued by the City.
- Conduct periodic noise measurements in accordance with an approved noise monitoring plan, specifying monitoring locations, equipment, procedures, and schedule of measurements and reporting methods to be used.

NOISE-2 – All construction activities that employ mechanized stationary equipment that generate noise levels shall comply with the applicable noise standards established by the City of El Monte. The equipment shall be designed with noise-attenuating features (e.g., enclosures) and/or located at areas (e.g., belowground) where nearby noise-sensitive land uses would not be exposed to a perceptible noise increase in their noise environment.

NOISE-3 – To prevent impacts from vibrations, large vibration producing equipment should be placed as far as is feasible from sensitive receptors. Furthermore, the City of El Monte and their designees should implement the following measures as needed:

- Pre-construction Survey - A before and after survey should include inspecting building foundations and taking photographs (or installing crack monitors) of pre-existing conditions, cracks, or other flaws. The survey can be limited to buildings closest to the pile driving activities, except for the case of unusually fragile or historic structures that are located within approximately 200 feet of construction.
- Sonic Pile Driving - At the upper range reference vibration for the sonic/vibratory pile driver, the risk for damage to nearby buildings begins when the equipment is 32 feet or closer to the structure. The nearest piling is expected to be 20 feet from the closest structure, so vibration limit exceedances would remain with use of a vibratory pile driver.
- Drilled Piles - Noise emission levels from bored/drilled pilling methods are approximately 15 dB lower and PPV levels may be more than 15 times lower than those due to traditional impact piling. The use of these methods will eliminate the vibration impacts of all receivers. These methods will also substantially reduce the noise impacts and in most cases they will also be eliminated, with the use of a suitable noise barrier.
- Hammer Energy - A recommended way to reduce PPV is to lower the hammer energy since there is a direct relationship between hammer energy and the resultant ground vibration. Ground PPV generally follows a square root relationship with hammer energy (i.e. PPV ~ √Hammer Energy). The degree of hammer energy reduction must be balanced against the likelihood/severity of expected exceedances, increase in total driving time, and ability to drive to required friction tolerances.
- Vibration Monitoring - It is recommended that vibration monitoring be conducted at any building where equipment is operating closer than the limits noted in **Table 3-4**.

Table 3-4 Construction Equipment Vibration Reference Levels

Equipment Description	Minimum Separation Distance
Pile Driver (impact)	52 feet
Pile Driver (Vibratory)	32 feet
Vibratory Roller	14 feet
Compactor (Ground)	13 feet
Large Bulldozer	8 feet

3.14 Population and Housing

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

Discussion:

a) The Project is being developed in an already-developed, commercial land use area. The project is strictly constructing catch basins, a storm drain, and two underground infiltration basins that will alleviate flooding and water quality issues in the area. Therefore, the project will not add any additional housing or businesses and will not induce population growth in the area. Therefore, there is no anticipated impacts.

b) The Project will not displace any existing people or housing. During construction, alternate routes will be available for those living in the Skyline Mobile Estates Community. Therefore, there would be no anticipated impacts.

3.15 Public Services

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?		X		
ii. Police protection?		X		
iii. Schools?			X	
iv. Parks?				X
v. Other public facilities?				X

Discussion:

a)

i. Los Angeles County provides fire services for the City of El Monte. The nearest fire station is Los Angeles County Fire Department Station 168, approximately 0.20 miles northwest of the Project at 3207 Cogswell Road, El Monte, CA 91732. During construction, the project may have to close all or some lanes on Garvey Avenue, which is a major street in El Monte. Although this could affect the flow of traffic, emergency services will be notified 10 days before construction. Therefore, impacts are expected to be less than significant with mitigation measures incorporated.

ii. El Monte Police Department and the Los Angeles County Sheriff are approximately 1 mile northwest from Project site at 11333 Valley Boulevard, El Monte, CA 91731 and 11234 Valley Boulevard #114, El Monte, CA 91731, respectively. During construction, the project may have to close all or some lanes on Garvey Avenue, which is a major street in El Monte. Although this could affect the flow of traffic, emergency services will be notified 10 days before construction. The Project would also prevent flooding from the sump at Garvey Avenue and decrease need for police to redirect traffic and tow out flooded vehicles. Therefore, impacts are expected to be less than significant with mitigation measures incorporated.

iii. The nearest schools are Madrid Middle School, 0.20 miles southeast at 3300 Gilman Road, El Monte, CA 91732; Jerry Voorhis Elementary School, 0.15 miles to the north at 3501 Durfee Avenue, El Monte, CA 91732, and Baker Elementary School, 0.20 miles to the northwest at 12053 Exline Street, El Monte, CA 91732. This project does not increase population to the area and would not have impact on service ratios to schools; therefore, impacts would be less than significant.

iv. The nearest park to the Project site is Mountain View Park, approximately 0.70 miles southeast at 12127 Elliott Avenue, El Monte, CA 91732. This project does not increase population to the area and would not have an impact on public community's use on local parks. Therefore, there are no anticipated impacts.

v. El Monte City Hall is one mile northwest from the Project at 11333 Valley Boulevard, El Monte, CA 91731. This project does not increase population to the area and would not have impact on maintaining service ratios for any public facilities. Therefore, there are no anticipated impacts.

Mitigation Measure:

PS-1 - The City shall provide reasonable advance notification to service providers such as fire, police, and emergency medical services as well as to local businesses, homeowners, and other residents adjacent to and within areas potentially affected by the proposed Project about the nature, extent, and duration of construction activities. Interim updates should be provided to inform the public of the status of the construction activities.

PS-2 - The City will prepare a detour plan to route traffic around the construction site if there are any road closures proposed on Garvey Avenue. Advance signage shall be provided to motorists to notify the proposed closures and with associated dates and detour routes shall be marked.

PS-3 - Local access shall be provided to all business and residences during construction.

3.16 Recreation

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

Discussion:

a) The Project would not induce population growth and would not increase the use of existing neighborhood, regional parks, or other recreational facilities. The Project is being constructed to reduced flooding impacts and to capture water for treatment and infiltration. Therefore, there is no anticipated impact.

b) The project does not include recreational facilities since all construction facilities are being built underground. Therefore, there is no anticipated impact.

3.17 Transportation/Traffic

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with an a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			X	
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d) Result in inadequate emergency access?		X		

Discussion:

a) The Project will not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system. Garvey Avenue is listed in the San Gabriel Valley Regional Bicycle Master Plan as a Class II, proposed bike lane, however there are currently no bike lanes along the Project area on Garvey Avenue. Because the Project could reasonably close down sections of Garvey Avenue for a period of time, impacts would be less than significant, as long as notice is given prior to closure of Garvey Avenue.

b) CEQA Guidelines Section 15064.3, subdivision (b) gives criteria for analyzing transportation impacts, including land use projects, transportation projects, qualitative analysis, and methodology. According to the guidelines, projects within one-half mile of either an existing transit stop, or transit corridor should be presumed to cause a less than significant transportation impact. The closest transit stop is 0.35 miles away at Garvey Avenue and Valley Boulevard, but no transit lines intersect with the Project site and would be affected by any road closures associated with the construction. Therefore, impacts are anticipated to be less than significant.

c) The Project will dig up Garvey Avenue to place underground infiltration facilities and a new storm drain. Because the street will be dug up and repaved in kind, impacts are anticipated to be less than significant.

d) According to the General Plan, the entire length of Garvey Avenue is considered a major arterial road which typically functions as an emergency response route. During construction, Garvey Avenue may be fully closed. With the mitigation measure **TRAF-1** through **TRAF-2**, the Project will provide

emergency access at all times and therefore will not result in inadequate emergency access. Therefore, impacts will be less than significant with mitigation measures.

Mitigation Measures:

TRAF-1: Because the project will affect a major arterial road, the Project shall require that contractors prepare a construction traffic control plan. Elements of the plan should include, but are not limited to, the following:

- Develop circulation and detour plans to minimize impacts to local street circulation. Use haul routes minimizing truck traffic on local roadways to the extent possible.
- To the extent feasible, and as needed to avoid adverse impacts on traffic flow, schedule truck trips outside of peak morning and evening commute hours.
- Install traffic control devices as specified in Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones where needed to maintain safe driving conditions. Use flaggers and/or signage to safely direct traffic through and/or around construction work zones.
- Coordinate with facility owners or administrators of sensitive land uses such as police and fire stations, hospitals, and schools. Provide advance notification to the facility owner or operator of the timing, location, and duration of construction activities.

TRAF-2: The Contractor will notify local Police and Fire Departments in its intent to close Garvey Avenue or lane closure at least ten (10) days before Work is to begin. The Contractor shall cooperate with local authorities relative to handling traffic through the area. The Contractor shall also coordinate with City Bus and all other transit operators to ensure the safe operation of buses and access to bus stops in the construction area.

TRAF-3 - Transportation of heavy construction equipment and/or materials which requires use of oversized-transport vehicles on State highways will need a Caltrans transportation permit. The project specifications will limit construction traffic to off-peak periods to minimize the potential impact on State facilities. If construction traffic is expected to cause delays on any State facilities, a construction traffic control plan detailing these delays shall be submitted for Caltrans' review.

3.18 Tribal Cultural Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or				X
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

Discussion:

a)

i. In a letter dated September 21, 2016 to the EPA from the Office of Historic Preservation, a request on April 27, 2016 for record search of the American Heritage Commission's sacred land files determined that there is no presence of Native American cultural Resources in the APE. Therefore, there is no anticipated impact.

ii. The California Native American Heritage Commission (NAHC) was consulted about the Garvey Avenue Underpass Project and responded that sacred sites have been identified by the Gabrieliño Band of Mission Indians – Kizh Nation as within the project region. The Gabrieleño Band of Mission Indians – Kizh Nation requested consultation pursuant to Public Resources Code Section 21080.3.1. A phone conversation was held between USEPA Region IX and the Gabrieleño Band of Mission Indians – Kizh Nation in 2016. The Gabrieleño Band of Mission Indians – Kizh Nation recommended to include a Native American monitor during the excavation phase of the Project.

Therefore, with the incorporation of mitigation measure **TRIB-1**, and the mitigation measures presented in **Section 3.5** (**CUL-1 and CUL-2**), the impacts to California Native American, tribal cultural resources are considered less than significant.

Mitigation Measures:

TRIB-1: At least 30 days prior to start of any ground disturbing activity, the Gabrieleño Band of Mission Indians – Kizh Nation should be contacted by the contractor to have a Cultural Monitor present during excavation activities of the Project. The Cultural Monitor will have the authority to stop and redirect grading in the immediate area of a find in order to evaluate the find and determine the appropriate next steps, in consultation with the qualified archaeologist. Such evaluation can include culturally appropriate temporary and permanent treatment as determined by the Cultural Monitor which may include avoidance of cultural resources, in-place preservation and/or re-burial on the project property in an area that will not be subject to future disturbances for preservation in perpetuity. All cultural resources, including all archaeological artifacts that are found on the project area, shall be relinquished to the appropriate agency for proper treatment and disposition.

3.19 Utilities and Service Systems

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?				X
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				X
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				X

Discussion:

a) The Project is constructing new catch basins and a new storm drain line that will connect to existing line MTD562 in response to seasonal flooding that occurs at the Garvey Avenue sump and will not cause significant environmental effects. Therefore, impacts are not anticipated.

b) The project sites will not include activities that will require additional water or activities that would be impacted by dry years. Therefore, there are no anticipated impacts.

c) No restroom facilities are proposed that would generate wastewater. Treatment for run-off captured will be on-site and will not impact local wastewater treatment provider. Therefore, there are no anticipated impacts.

d) During construction, some debris may be generated with the construction of the Project. However, the amount of waste generated would be minor and would not be expected to be in excess of the capacity of local infrastructure and would not impair the attainment of solid waste reduction goals. Therefore, impacts to local infrastructure and solid waste reduction goals would be less than significant.

e) Disposal will comply with all applicable federal, state, and local regulations for waste disposal; therefore, there is no anticipated impact.

3.20 Wildfire

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X	

Discussion:

a) The City's General Plan and County General Plan has outlined information, policies, and regulations regarding urban fire hazards. The General Plan describes action items to reduce fire hazards within the City, including coordination with the Los Angeles County Fire Department, wildfire mitigation protocols, adoption of up-to-date building and fire codes, and fuel modification. Any new development (such as the proposed Project), in accordance with the General Plans, will comply with all current state, county, and City, fire safe building code requirements, as appropriate. Although the Project will impact traffic on Garvey Avenue, emergency services will be notified 10 days in advance before road closures. Therefore, there is less than significant impact anticipated.

b) The Project does not include any components, nor is an area, that would exacerbate wildfire risks or expose public to uncontrolled spread. Therefore, there would be no anticipated impact.

c) The Project will not require the installation or maintenance of infrastructure, such as roads, fuel breaks, emergency water sources, power lines, or other utilities. Therefore, the project would not exacerbate fire risk, and there would be no impact.

d) The Project is in response to seasonal flooding that occurs at the Garvey Avenue sump and will prevent downstream flooding. A geotechnical report was prepared on February 5, 2018 and based on their findings, the construction of the Project would not be subject to hazards do to settlement, slippage, or landslides and would not affect the geologic stability of the site when using recommendations provided by the report, discussed in **Section 3.7**. Therefore, impacts are less than significant.

3.21 Mandatory Findings of Significance

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?		X		
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		X		

Discussion:

a) Due to the location in an urbanized environment, the Project is not anticipated to affect the quality of the environment, habitat, fish, wildlife, and plant populations at Project Site during construction and at operation. Stormwater being captured and discharged by the Project will be intercepted before reaching the sump at the Garvey Avenue underpass outlet, and will be redirected to the proposed storm drain line that flows into to MTD 562, leading the stormwater to the San Gabriel River. During dry-weather, flows are anticipated to be minimal and will not have a substantial effect on the San Gabriel River, as the river is dry during the dry-weather season. During wet-weather, flows from the project will not have a significant hydrological impact. Overall, one of the main goals of the Project is to reduce the pollutant load from the surrounding commercial and land uses to assist the City of El Monte in meeting water quality objectives in the region. Therefore, the project will have a less than significant impact on the degradation of the quality of the environment, will not impact the habitat of fish and wildlife species, and would not threaten to eliminate a plant or animal community.

b) The proposed Project would result in significant impacts unless mitigated for the following environmental issues: air quality, noise, public services, transportation, geology and soils, and tribal cultural resources. Mitigation has been specified for each of these environmental issue areas to reduce impacts to less than significant. Cumulatively, the proposed Project would not result in any significant impacts that would substantially combine with impacts of other current or probable future impacts when all other development projects within the city are compliant with the establish regulatory framework.

c) The project would have potential environmental effects on humans, most of which are construction related. Those impacts would occur specifically in the areas of noise and air quality. As discussed in **Section 3.3** and **Section 3.13**, either these impacts are less than significant or appropriate mitigation is required to protect nearby sensitive receptors. The Project would comply with all applicable local, state, and federal regulations, and the impacts identified that would be considered potentially significant are appropriately dealt with through the implementation of mitigation measures. Therefore, potential impacts on human beings would be less than significant.

4. References

California Department of Transportation. California Scenic Highway Mapping System. http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/index.htm

California Department of Conservation. California Geologic Survey. Regulatory Maps. http://gmw.conservation.ca.gov/SHP/EZRIM/Maps/EL_MONTE_EZRIM.pdf

California Department of Conservation. California Important Farmland Finder. https://maps.conservation.ca.gov/dlrp/ciff/

CAL FIRE. Fire Hazard Severity Zones in SRA. 2007. https://osfm.fire.ca.gov/media/6705/fhszs_map19.pdf

Caltrans. Transportation and Construction Vibration Guidance Manau. April 2020. https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/env/tcvgm-apr2020-a11y.pdf

City of El Monte Zoning. Planning Department., revised 2016. http://ca-elmonte.civicplus.com/DocumentCenter/View/1491

City of El Monte General Plan. Planning Department., revised 2016. https://www.ci.el-monte.ca.us/DocumentCenter/View/1479/2011-General-Plan-with-updated-Housing-Element?bidId=

El Monte Airport Master Plan Report, June 1995. http://dpw.lacounty.gov/avi/airports/documents/SGV_MP.pdf

Enhanced Watershed Management Programs Draft Program Environmental Impact Report. Los Angeles County Flood Control District. 2015. https://dpw.lacounty.gov/lacfcd/ewmppeir/

Municode Library, Chapter 8.36 – Noise Control, 2000. https://library.municode.com/ca/el_monte/codes/code_of_ordinances?nodeId=TIT8HESA_CH8.36NOCO

Municode Library, Chapter 14.03 – Tree Protection and Preservation, 2000. https://library.municode.com/ca/el_monte/codes/code_of_ordinances?nodeId=TIT14SUDE_CH14.03TRPRPR

San Gabriel Valley Regional Bicycle Master Plan, November 2014. https://www.sangabrielcity.com/DocumentCenter/View/3309/FINAL-BICYCLE-MASTER-PLAN-111214?bidId=

Terracon Consultants, Inc., 2018, "Geotechnical Engineering Report Garvey Avenue Grade Separation Drainage Project"

United States Environmental Protection Agency, 2016, "Environmental Assessment for the City of El Monte, California, Garvey Avenue Stormwater System Improvement".

United States Fish and Wildlife Service. National Wetlands Inventory. Wetlands Mapper. https://www.fws.gov/wetlands/Data/Mapper.html

Appendix A

NEPA Environmental Assessment

ENVIRONMENTAL ASSESSMENT

for the

City of El Monte, California

Garvey Avenue Stormwater System Improvement Project

U.S. Environmental Protection Agency

Region 9

75 Hawthorne Street

San Francisco, California 94105

November 2016

Page intentionally left blank

Contents

ACRONYMS iii

SECTION A. PROPOSED PROJECT AND FUNDING STATUS 1

1. Project Purpose and Need 1

Water Quantity Problems and Inadequate System or System Components 1

2. Project Description 1

Project Summary 1

Planning Area Description 1

Planning Period 4

Description of Project Construction Phases 4

Owner and Operator of the Facilities 4

Location of the Facilities 4

3. Relevant Design Parameters 4

Description of Major Unit Processes 4

Flow Diagram 5

Sewer/Water Pipe Lengths, Sizes, and Locations 5

Line A 5

Line B 5

Basic Design Criteria 5

Design Storm(s) 5

Description of Major Stormwater Components (Structural and Non-Structural) 5

Estimated Pollutant Removal Capability (i.e., performance criteria of structural components) ..... **Error! Bookmark not defined.**

4. Project Cost 5

Proposed Total Project Cost 5

Portion of Total Project Cost Funded by EPA 5

List of Amount, Sources, and Status of All Funding Sources ..... **Error! Bookmark not defined.**

SECTION B. EXISTING STORMWATER SYSTEM 6

1. Existing Stormwater System 6

Detailed Description of Existing Stormwater System 6

Description of Major Structural Components 6

Design Parameters/Performance Criteria/Permits 6

2. Existing System Performance 6

SECTION C. NEED FOR PROPOSED PROJECT 7

1. Expanded Description of Need 7

2. Land Use Projections/Impervious Cover/Pollutant Sources 7

3. Calculations and Assumptions for Forecasted Flow 7

4. Future Environment Without the Project 7

SECTION D. ANALYSIS OF ALTERNATIVES 9

1. Development of Alternatives 9

No-action 9

Optimum Utilization of Existing Facility 9

New Construction Alternatives 9

2. Identification of Selected Alternative 9

SECTION E. EXISTING ENVIRONMENT, ENVIRONMENTAL CONSEQUENCES AND MITIGATION MEASURES 10

1. Existing Environment 10

Public Health Problems Due to Water Quality 10

Water Quality Problems, Fish Kills, etc. 10

Surface & Ground Water Hydrology 10

Drinking Water Sources and Supply 10

Physiography, Topography, Geology & Soils 10

Federally Endangered & Threatened Species 10

Archeological and Architectural Cultural Resources 14

Air Quality 15

Criteria Air Pollutants 15

Lead 16

$PM_{2.5}$ 16

Ozone 16

PM_{10} 16

Carbon Monoxide 16

Nitrogen Dioxide 17

Greenhouse Gases and Climate Change 19

Environmental Justice Information 19

Conditions, Minority & Low Income Areas (include median family income) 19

Census Maps 20

Land Use & Development, Percent Impervious Cover, Pollutant Sources 20

Identification of Floodplains and Wetlands 20

2. Direct Impacts 20

3. Secondary Impacts of Future Growth and Development 21

4. Cumulative Impacts 29

5. Unavoidable Adverse Impacts 29

6. Minimization of Adverse Impacts 29

7. Mitigation 29

8. Cross-cutter Environmental Laws and Coordination and Consultation Process 30

Archeological and Historic Preservation Act 30

Clean Air Act 30
Coastal Barrier Resources Act 30
Coastal Zone Management Act 30
Endangered Species Act 31
Environmental Justice 31
Floodplain Management 31
Protection of Wetlands 31
Farmland Protection Policy Act 31
Fish and Wildlife Coordination Act 31
National Historic Preservation Act 31
Safe Drinking Water Act 31
Wild and Scenic River Act 31
Essential Fish Habitat 32
SECTION F. REFERENCES 33

Figures (Enclosure 1)

Figure 1 – General Location 2
Figure 2 – Project Components 3
Figure 3 – Garvey GS Pump Station 50-Year Hydrograph 8
Figure 4 – Surface Waters 12
Figure 5 – Area Geology 13
Figure 6 – Low and Moderate Income Census Group Map 21
Figure 7 – Floodplains 23
Figure 8 - Wetlands 24

Tables

Table 1. Summary of the results of the hydrology analyses 7
Table 2. Air Quality Standards and Monitored Data 17
Table 3. Summary of Construction Emissions Estimates 19
Table 4. Summary of Potential Environmental Effects 25

Appendices

APPENDIX A. EJSCREEN: 1 mile Ring Centered at 34.063184,-118.015540 CALIFORNIA, EPA Region 9 ..... A-1
APPENDIX B. Letters to Agencies and Tribes B-1
APPENDIX C. U.S. Fish and Wildlife Service IPaC Search Results and Species List C-1

ACRONYMS

AQCRs	Air Quality Control Regions
AQMD	Air Quality Management Districts
CEQ	Council on Environmental Quality
cfs	Cubic feet per second
CO_2	Carbon dioxide
EO	Executive Order
EPA	U.S. Environmental Protection Agency
FWS	U.S. Fish and Wildlife Service
GCR	General Conformity Rule
GHG	Greenhouse gas
gpm	Gallons per minute
IPaC	Information for Planning and Conservation
$\mu g/m^3$	Micrograms per cubic meter
NAAQS	National Ambient Air Quality Standards
NEPA	National Environmental Policy Act
NOx	Oxides of nitrogen
NPDES	National Pollutant Discharge Elimination System
PM_{10}	Particulate matter less than 10 microns in diameter
$PM_{2.5}$	Particulate matter less than 2.5 microns in diameter
ppb	Parts per billion
ppm	Parts per million
RECLAIM	Regional Clean Air Incentives Market
RCB	Reinforced concrete block
RCP	Reinforced concrete pipe
SHPO	State Historic Preservation Officer
SIP	State Implementation Plan

SECTION A.
PROPOSED PROJECT AND FUNDING STATUS

1. Project Purpose and Need

Water Quantity Problems and Inadequate System or System Components

Storms regularly flood Garvey Avenue in the City of El Monte, California (Figure 1), where the street passes under the Southern Pacific Railroad at the Garvey Avenue underpass. The existing stormwater pumps and conveyance pipes draining the underpass are insufficient to effectively convey stormwater from the street's surface to the intended storm drainage facilities.

Each year during the rainy season, flooding occurs in the Garvey Avenue underpass in the City of El Monte. The existing Garvey Avenue underpass pump station was constructed in 1934, and land use surrounding it has changed over the past 82 years. The pumps were replaced within the last 10 years, but the pump station is still insufficient to handle the stormwater load at the Garvey Avenue underpass from minor and major (the 100-year storm) precipitation events.

The existing Garvey Avenue underpass pump station consists of a 6-foot by 9-foot, 4-inch concrete sump with two submersible pumps with a combined capacity of 1,400 gallons per minute (gpm). The pumps transfer water from the underpass into a catch basin on the corner of Garvey Avenue and Valley Boulevard, which drains into a City of El Monte storm drain system along Valley Boulevard that conveys flow to the Rio Hondo Channel to the west. This flow configuration has proved to be deficient.

In addition, northeast of the Garvey Avenue underpass, three existing 24-inch culverts convey stormwater from Exline Street north of Interstate 10 (I-10), under the expressway, and to outlets on Maxson Road south of I-10. Surface drainage from that point is deficient.

The purpose of this project is to improve the storm drain lines and pump station, and it is needed to address the system's insufficient capacity to remove stormwater from Garvey Avenue.

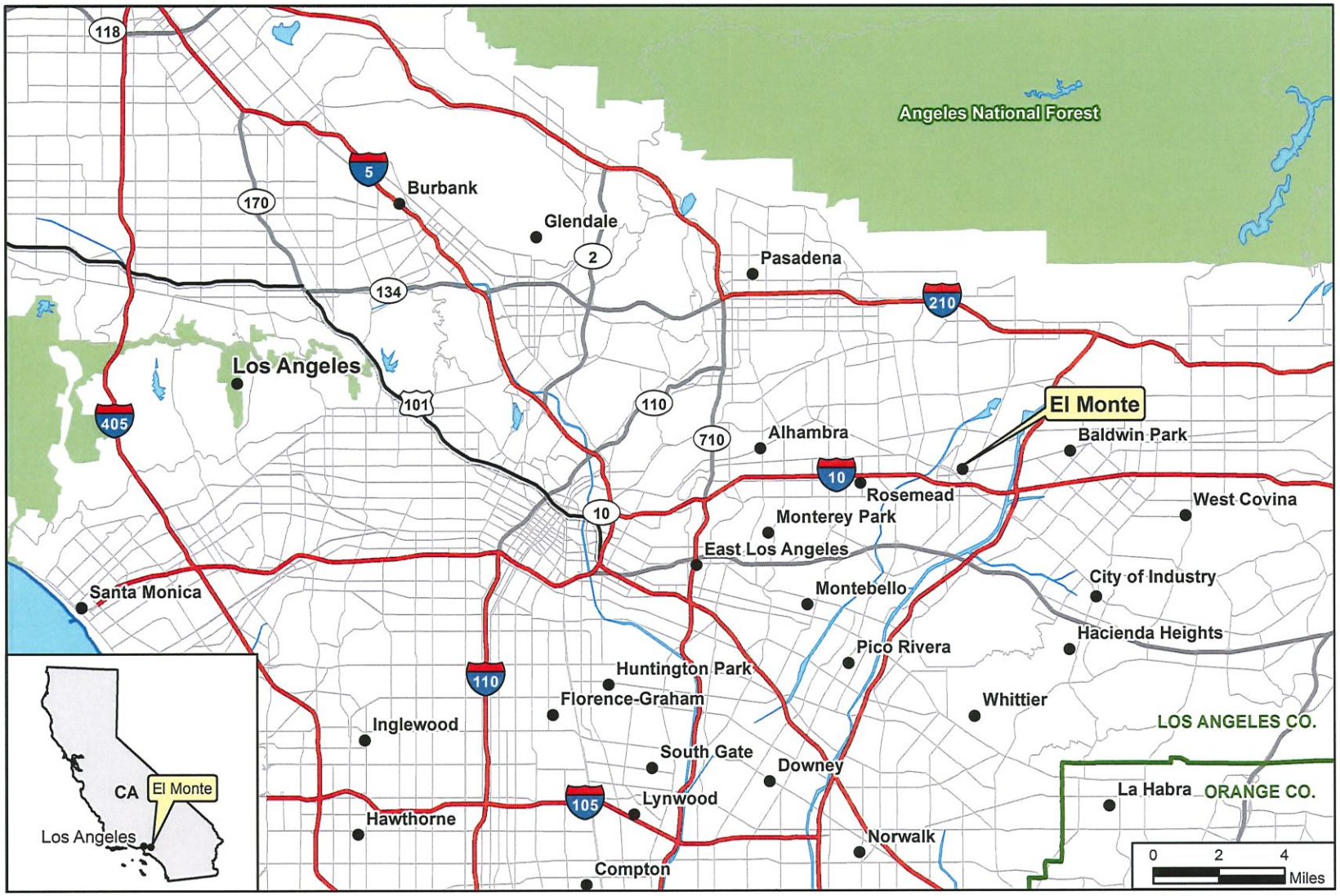
2. Project Description

Project Summary

The City of El Monte proposes to construct two new storm drain lines and upgrade the existing pump station to minimize flooding at the Garvey Avenue underpass. The new storm drain lines would convey the outflow from the new pump station to a new outfall on the San Gabriel River, divert some stormwater away from the underpass, and connect to an existing Los Angeles County Flood Control District (LACFCD) storm drain (Durfee storm drain). The existing pump station and pumps would be replaced with a larger capacity pump station and pumps.

Planning Area Description

The proposed project would occur in the City of El Monte, California, in Los Angeles County. The City of El Monte is the eastern part of Los Angeles County, between Alhambra to the west and Baldwin Park to the east. The project site is located near I-10 and Garvey Avenue and is generally bounded by the triangular area formed by the San Gabriel River, the Southern Pacific Railroad, I-10, and Valley Boulevard (Figure 2).



LEGEND

- Interstate
- U.S. Route
- State Route
- Road
- County Boundary
- Surface Water
- National Park/Forest/ Recreation Area

General Location

El Monte, California

Figure 1



LEGEND

- Existing Storm Drain
- Proposed Storm Drain - Line A
- Proposed Storm Drain - Line B

Project Components

El Monte, California

Figure 2

Planning Period

Project planning began with commissioning a preliminary design study and report, which was completed in 2010. Proposals from contracting firms are due to the City of El Monte in the latter part of 2016, with award and project commencement to follow.

Description of Project Construction Phases

Details of construction phases will not be known until a project design has been selected by the City of El Monte.

Owner and Operator of the Facilities

The City of El Monte owns, operates, and maintains the stormwater facilities. Incorporated in 1912 as a general law city, the City of El Monte is the hub of the San Gabriel Valley, located approximately 12 miles east of downtown Los Angeles, and is the ninth largest city in Los Angeles County, with a population of approximately 120,000. The City of El Monte occupies a 10-square-mile area and is primarily built out, with a few remaining undeveloped parcels.

Location of the Facilities

The project area is in the southeastern area of the City of El Monte adjacent to the neighboring cities of Baldwin Park and the City of Industry. The area is bounded to the north by I-10, to the east by the San Gabriel River, to the south by Valley Boulevard, and to the west by the Southern Pacific Railroad. The Garvey Avenue underpass separates traffic on Garvey Avenue from the Southern Pacific Railroad tracks.

Figure 2 shows the project components, including the Garvey Avenue underpass pump station and the alignment of the proposed storm drain lines. The pump station is located at Latitude 34° 3' 47.6166" and Longitude -118° 0' 55.9542". New storm drain Line "A" would begin at the intersection of Garvey Avenue and Durfee Avenue, align southward along Durfee Avenue, eastward along Gilman Road, northward along the east boundary of the Alfred S. Madrid Middle School, and discharge to the San Gabriel River. Proposed storm drain Line "B" would extend from the northern point of Maxson Road southward, along Garvey Avenue eastward, along Durfee Avenue southward, and discharge to the existing storm Durfee storm drain.

3. Relevant Design Parameters

Description of Major Unit Processes

The project includes three components: (1) a new pump station building, (2) three new pumps and one sump pump, and (3) two new storm drain pipes. The existing pump station at the Garvey Avenue underpass would be demolished and replaced with a new, larger-capacity pump station. The conceptual design specifies a pump station with three 9,000-gpm pumps [20 cubic feet per second (cfs)] and one 2,200-gpm (4.9 cfs) sump pump. One of the three 9,000-gpm pumps would be a backup pump, and the sump pump would not operate when the main pumps are running. Total pump station capacity would be approximately 60 cfs. The new pump station footprint would be roughly 48 feet by 20 feet and would include an adjacent electrical room with a footprint of roughly 12 feet by 21 feet. A new storm drain (Line A) would be installed to convey flow from upstream portions of the existing Durfee storm drain plus the outflow from the new pump station directly to the San Gabriel River. The second storm drain (Line B) would be installed to divert stormwater from areas upstream of the underpass near Maxson Road to the existing Durfee storm drain to reduce the hydraulic loading to the new pump station.

Flow Diagram

Figure 2 shows the proposed new storm drains (Lines A and B) and the proposed replacement pump station. All flow in Lines A and B would eventually discharge to the San Gabriel River.

Sewer/Water Pipe Lengths, Sizes, and Locations

Line A

Multiple catch basins at the upstream end of the existing Durfee storm drain would be re-routed into the proposed Line A along with the stormwater collected at the pump station. Line A would consist of 515 feet of 54-inch-diameter reinforced concrete pipe (RCP) and 2,318 feet of 72-inch-diameter RCP and would directly discharge into the San Gabriel River at Gilman Road, adjacent to the middle school.

Line B

To reduce hydraulic loading of the pump station, proposed Line B, a reinforced concrete box (RCB) storm drain, would be installed to intercept stormwater runoff from Maxson Road and convey it to the existing 48-inch RCP Durfee storm drain, just south of Garvey Avenue. Line B would consist of 931 feet of 3-foot-high by 5.5-foot-wide RCB and 340 feet of 4-foot-high by 5.5-foot-wide RCB storm drain.

Basic Design Criteria

Basic design parameters include the storm hydrograph for the pump station, maximum design flow for various portions of the system during a 50-year storm, available pipe slope, and water elevation at the pipe outlet. The flow data are used to determine the required pump capacity, and pipe sizes are determined based on flow and pipe slope.

Design Storm(s)

System design is based on hydraulic estimates using a 50-year storm.

Description of Major Stormwater Components (Structural and Non-Structural)

The major stormwater components are two new storm drain lines and an upgraded pump station to minimize flooding at the Garvey Avenue underpass. The new storm drain lines would convey the outflow from the replaced pump station to a new outfall on the San Gabriel River, divert stormwater away from the underpass, and connect to the existing Durfee storm drain.

4. Project Cost

Proposed Total Project Cost

Estimated Total Cost of Construction: $3,868,313

Portion of Total Project Cost Funded by EPA

U.S. Environmental Protection Agency funded portion: $485,000

SECTION B.
EXISTING STORMWATER SYSTEM

1. Existing Stormwater System

Detailed Description of Existing Stormwater System

In the existing stormwater system, water from the vicinity of the Garvey Avenue underpass, including flow from the Maxson Road area, is pumped to an existing storm drain that ultimately discharges to the Rio Hondo Channel to the north. The existing Durfee storm drain currently conveys stormwater from the Durfee Avenue area to the San Gabriel River.

Description of Major Structural Components

The existing Garvey Avenue underpass pump station was constructed in 1934. It consists of a 6-foot by 9-foot, 4-inch concrete sump with two submersible pumps. The pumps were replaced within the last 10 years and have a combined capacity of 1,400 gpm (3.1 cfs). The existing discharge is pumped from the underpass into a catch basin located on the corner of Garvey Avenue and Valley Boulevard. The catch basin discharges to a City of El Monte storm drain system along Valley Boulevard that conveys flow to the Rio Hondo Channel. This flow configuration has proved to be deficient and needs to be realigned.

The existing storm drains at the project site consists of a 48-inch storm drain line (MTD 562), owned by the LACFCD, that drains south on Durfee Avenue towards Valley Boulevard and ultimately to the San Gabriel River. The upstream end of the Durfee storm drain system has multiple catch basins that receive surface runoff on the northerly corners of Durfee Avenue and Garvey Avenue. Three existing 24-inch culverts convey stormwater from Exline Street under I-10 and outlets on Maxson Road.

Design Parameters/Performance Criteria/Permits

The City of El Monte is a permittee under the *Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4* issued by the Los Angeles Regional Water Quality Control Board (Order No. R4-2012-0175), which also serves as a National Pollutant Discharge Elimination System (NPDES) permit under the Federal Clean Water Act (NPDES No. CAS004001) and as Waste Discharge Requirements under California law (*Municipal NPDES permit*).

2. Existing System Performance

The proposed improvements are expected to address the current system inadequacies in managing stormwater flow.

SECTION C.
NEED FOR PROPOSED PROJECT

1. Expanded Description of Need

The stormwater collection system owned by the City of El Monte in the vicinity of the Garvey Avenue underpass uses a pump station and drain lines to convey stormwater runoff into the storm drain system. Each year, during the rainy season, flooding occurs in the underpass, and city personnel must devote time to respond to traffic disruptions, including towing of motor vehicles that become trapped. The reason for flooding and traffic disruptions at this underpass is the limited capacity of the stormwater pump and drainage facilities and additional flow from Caltrans' roadway improvements upstream. The Garvey Avenue underpass was built in 1934. Land use surrounding the underpass has changed over the past 82 years. The existing pump station is insufficient to effectively convey stormwater runoff into the storm drain system.

2. Land Use Projections/Impervious Cover/Pollutant Sources

Continuing development in the area over the 82 years since the Garvey Avenue underpass was constructed resulted in the stormwater pumps and conveyance pipes being inadequate for the current quantity and flow of stormwater during precipitation events. Impervious cover in the area is nearly 100 percent. The project would not create a new pollutant source.

3. Calculations and Assumptions for Forecasted Flow

Table 1 presents the results of hydraulic calculations for storm drain pipes from areas contributing to each proposed storm drain pipe. Figure 3 presents the 50-year storm hydrograph used to design the pump station, which shows a short-term peak flow of 57 cfs.

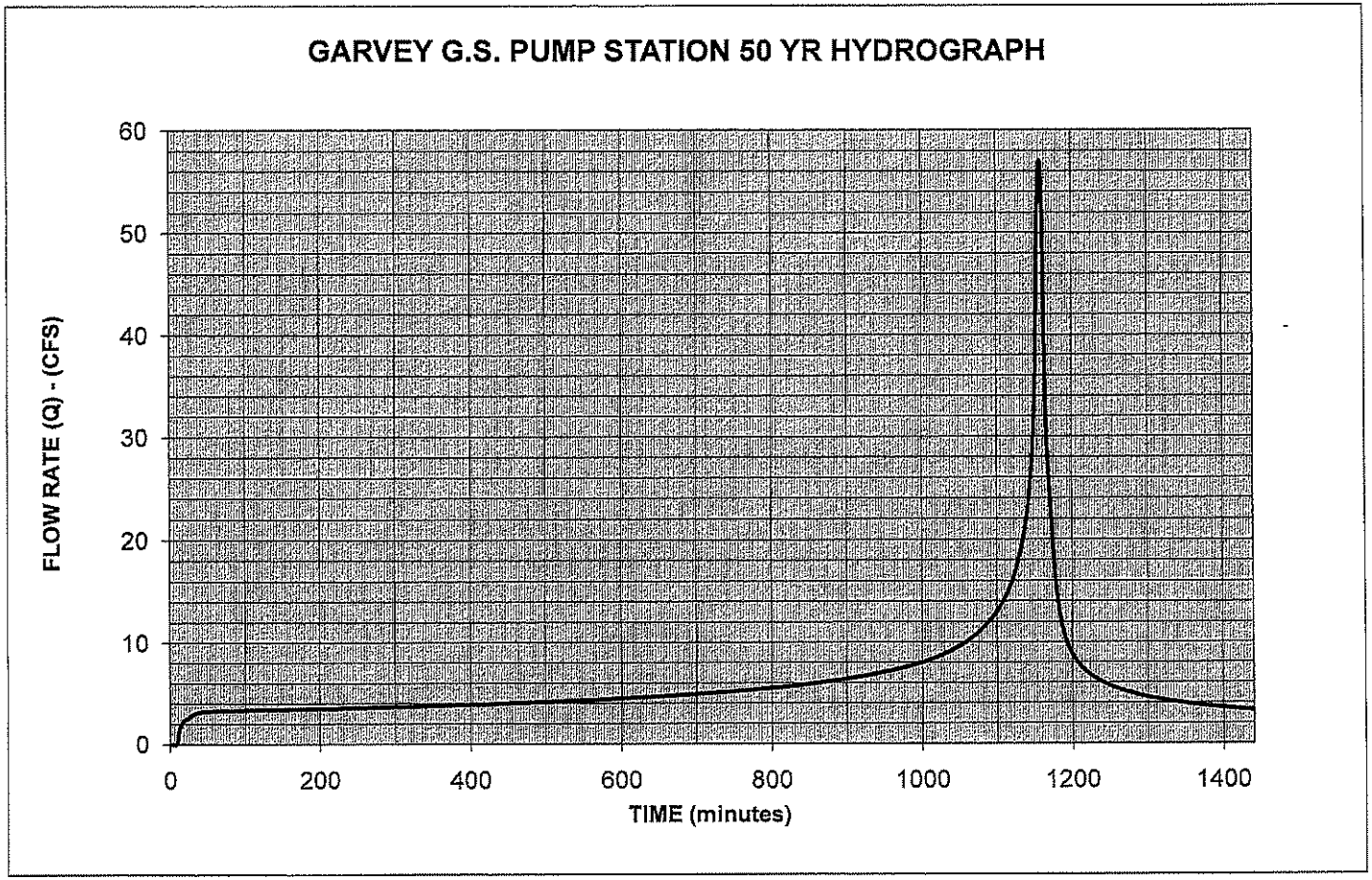
Table 1.
Summary of the results of the hydrology analyses

	Storm Returns Period	Area (acres)	Flow at Storm Drain Outfall (cfs)
Durfee (Line A)	10-year	124.5	74.05
	50-year		151.24
Maxson (Line B)	10-year	48.3	51.2
	50-year		86.8

4. Future Environment without the Project

The flow capacity of existing pump station at the Garvey Avenue underpass is inadequate to handle existing stormwater flow during the rainy season. When heavy rain occurs, the underpass becomes flooded creating a requirement to close the road and redirect traffic. Motorists who attempt passage through the flooded roadway can become stranded. City personnel must devote time to respond to traffic disruptions, including towing of motor vehicles which become trapped at this underpass, even after the road is closed. These events will continue to occur periodically until project improvements are implemented.

Storm Day 4
Reduction Factor = 1.0
Total Runoff = 12.147 Acre-Ft
Peak Q = 57.05 CFS @ 1158 minutes



Garvey GS Pump Station 50-Year Hydrograph

Figure 3

SECTION D.
ANALYSIS OF ALTERNATIVES

1. Development of Alternatives

No-action

Under the no-action alternative, the Garvey Avenue underpass pump station would not be replaced, and new stormwater drain lines would not be constructed. The stormwater pump and drainage facilities would remain inadequate and unable to sufficiently convey stormwater from the underpass. Flooding in the underpass during the rainy season would continue, and city personnel would have to close the road when it floods and tow motor vehicles that become trapped in the flood waters.

Optimum Utilization of Existing Facility

Use of the existing system with no structural change cannot be optimized to improve the current situation.

New Construction Alternatives

Only one construction alternative, as detailed in Section A, has been proposed by the City of El Monte. No other construction alternative will meet the scope of the project.

2. Identification of Selected Alternative

The preferred alternative is the proposed project described in Section A.

SECTION E.
EXISTING ENVIRONMENT, ENVIRONMENTAL CONSEQUENCES AND MITIGATION MEASURES

1. Existing Environment

Public Health Problems Due to Water Quality

There are no public health problems due to water quality because this stormwater system is not a source of drinking water, operates only intermittently, and does not otherwise present potential exposure pathways for the public.

Water Quality Problems, Fish Kills, etc.

Surface water in the project area and other nearby areas drains toward the San Gabriel River (AECOM 2010), but no water quality issues are known or cited as reasons for implementing the proposed action. There are no water quality problems associated with the stormwater system because it operates only intermittently, does not support fish and wildlife populations, and does not otherwise affect environmental receptors impacted by changes in water quality.

Surface & Ground Water Hydrology

Surface water in the project area generally drains to the east towards the San Gabriel River (AECOM 2010). The general regional groundwater flow pattern is southward and westward from the Central Coastal Plain toward the ocean (DWR 2004). The project area is adjacent to the San Gabriel River, as shown in Figure 4.

Drinking Water Sources and Supply

There are no drinking water sources associated with the stormwater system.

Physiography, Topography, Geology & Soils

The proposed project area is in the San Gabriel valley. The streets within the project area are relatively flat with approximate ground slope of 0.5% (AECOM 2010). The grades within the Garvey Avenue underpass are significantly greater at approximately 3% to dip under the railroad tracks. The area generally drains to the east toward the San Gabriel River. The entire site is in an area that is subject to liquefaction (CDC 1999). Figure 5 shows the area geology.

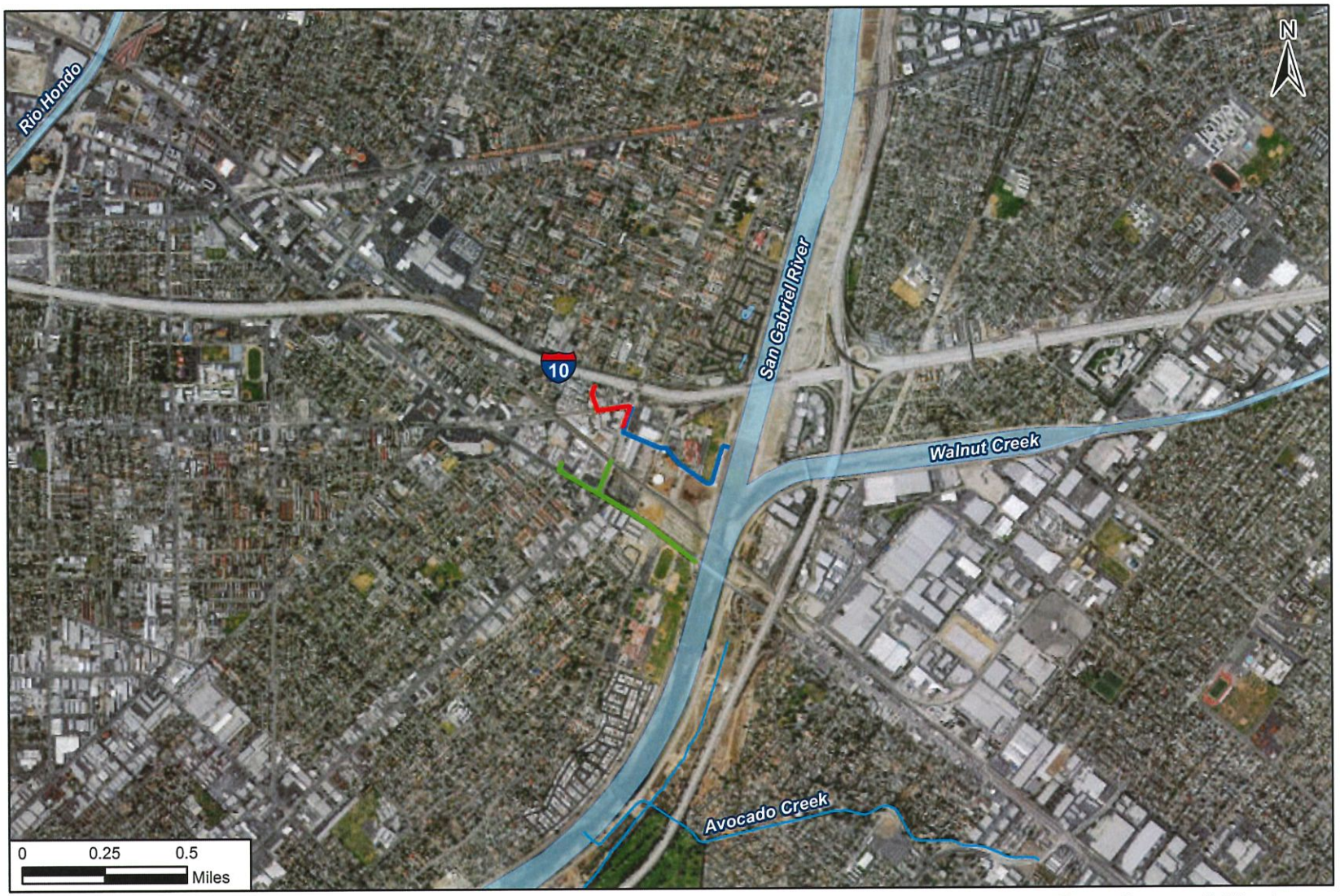
Federally Endangered & Threatened Species

A report for the project area was generated through the USFWS's Information for Planning and Conservation (IPaC) online system (see Appendix C). The system provides background information on listed species in an area of interest. A USFWS list of threatened and endangered species also was generated for the project area (Appendix C). Three Federally listed species have the potential to occur in the area (FWS 2016a, 2016c):

- Coastal California Gnatcatcher (*Polioptila californica californica*): (Federal: Threatened) (FWS2016a). They generally prefer open sage scrub, with California sagebrush as a dominant or co-dominant species, and are more abundant near areas where sage scrub transitions to chaparral (Mock 2004). Small, disjunct populations of the species have been documented in Los Angeles County.

- Least Bell's Vireo (*Vireo bellii pusillus*): (Federal: Endangered) (FWS 2016a). They inhabit dense, low, shrubby vegetation in generally early successional stages in riparian areas, brushy fields, young second-growth woodland, and coastal chaparral near water in arid regions (CLO 2015).
- Nevin's Barberry (*Berberis nevinii*): (Federal: Endangered) (FWS 2016a). Nevin's barberry is an evergreen shrub, historically found in scattered areas throughout Los Angeles, San Bernardino, Riverside, and possibly San Diego Counties. It is found in a variety of topographical conditions ranging from nearly flat sandy washes, terraces, and canyon floors to ridges and mountain summits (CDFW 2013).

Because the project location is a developed, highly urbanized area, no suitable habitat exists for any of these species. Therefore, the project would have "no effect" on listed species, and formal consultation with the USFWS under Section 7 of the Endangered Species Act is not required.



LEGEND

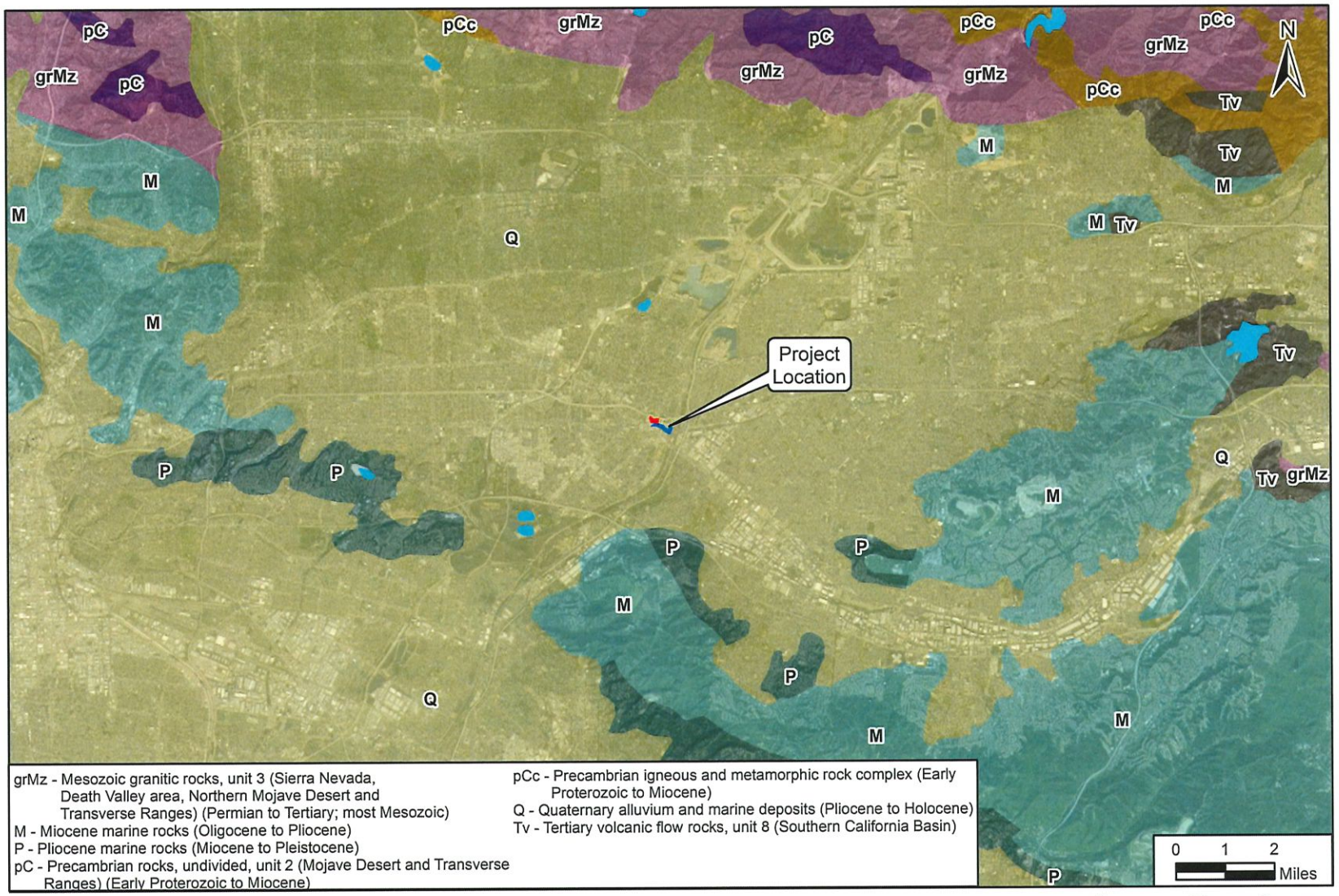
- Existing Storm Drain
- Proposed Storm Drain - Line A
- Proposed Storm Drain - Line B

Surface Waters

El Monte, California

Figure 4

Source: USGS 2016.



LEGEND

Proposed Storm Drain - Line A

Proposed Storm Drain - Line B

Area Geology

El Monte, California

Figure 5

Source: USGS 2005.

Page 14 and part of page 15 Redacted

Air Quality

California is divided into Air Pollution Control Districts and Air Quality Management Districts (AQMD), which are also called air districts. These agencies are county or regional governing authorities that have primary responsibility for controlling air pollution from stationary sources. The City of El Monte is located within the South Coast Air Basin. Its air quality is regulated by EPA Region 9 and California's South Coast AQMD (SCAQMD).

Criteria Air Pollutants

EPA established primary and secondary National Ambient Air Quality Standards (NAAQS) (Title 40 of the *Code of Federal Regulations* part 50) that specify acceptable concentration levels of six criteria pollutants: particulate matter (measured as both particulate matter less than 10 microns in diameter [PM_{10}] and particulate matter less than 2.5 microns in diameter [$PM_{2.5}$]), sulfur dioxide, carbon monoxide, oxides of nitrogen (NOx), ozone, and lead. Short-term NAAQS (i.e., 1-, 8-, 24-hour periods) have been established for pollutants contributing to acute health effects, and long-term NAAQS (annual averages) have been established for pollutants contributing to chronic health effects. Each state has the authority to adopt standards more stringent than those established under the federal program. California's SCAQMD adopted California's Standards; federal standards also continue to apply.

Federal regulations designate air quality control regions (AQCRs) in violation of the NAAQS as *nonattainment areas.* Federal regulations designate AQCRs with levels below the NAAQS as *attainment areas. Maintenance areas* are AQCRs that have previously been designated as nonattainment and have been redesignated to attainment for a probationary period through implementation of maintenance plans.

EPA has designated the portion of Los Angeles County where the action is located as a nonattainment area for lead (through December 31, 2015), $PM_{2.5}$, and ozone, and as a maintenance area for PM_{10}, carbon monoxide and NO_2. For reference purposes, Table 2 shows the monitored concentrations of criteria pollutants for South Coast Air Basin.

Lead

On February 11, 2014, EPA's Regional Administrator signed a final rule to approve the 2012 Los Angeles County Lead Attainment State Implementation Plan (SIP). The plan was developed and adopted by the SCAQMD, adopted and submitted by the California Air Resources Board, and shows how the area will attain the lead standard by the attainment date of December 31, 2015.

$PM_{2.5}$

On March 15, 2016, EPA finalized action on the South Coast 2012 $PM_{2.5}$ Plan and 2015 Supplement, which address Clean Air Act requirements for the 2006 $PM_{2.5}$ NAAQS. EPA approved the demonstration that the South Coast cannot practicably attain by the Moderate area attainment date of December 31, 2015, and disapproved the following portions of the plan:

- The demonstration that the plan provides for the implementation of reasonably available control measures and reasonably available control technology due to deficiencies in the 2010 version of the area's Regional Clean Air Incentives Market (RECLAIM) included in the plan.
- The demonstration that the plan provides for reasonable further progress.

To correct these deficiencies, California must submit to EPA a demonstration that the $PM_{2.5}$ RECLAIM program, either as adopted in 2010 or as subsequently amended, ensures emissions reductions equivalent in the aggregate to the reductions anticipated from the direct application of reasonably available control technology on covered sources.

Ozone

On August 13, 2014, EPA approved the South Coast 1-Hour ozone attainment demonstration. The revised plan demonstrates attainment of the 1-hour ozone standard in the South Coast area in 2022. Although EPA replaced the 1-hour ozone standard with a more health protective 8-hour standard, the Clean Air Act requires that California have approved plans in place for attaining the 1-hour standard in 1-hour ozone nonattainment areas. EPA noted that air quality has been steadily improving in the South Coast. Since 1985, there have been 95 percent fewer exceedances of the 1-hour ozone standard.

PM_{10}

On June 12, 2013, EPA approved the South Coast PM10 redesignation request and maintenance plan. This plan, known as a SIP, is the roadmap to maintaining the 1987 PM10 NAAQS set by EPA to protect public health for ten years. The area has not violated the 24-hour PM10 standard since 2008.

Carbon Monoxide

On April 24, 2007, EPA approved the South Coast maintenance plan and redesignation request for carbon monoxide. The plan, prepared by the SCAQMD and the California Air Resources Board, shows that the area will have in place the controls necessary to maintain the carbon monoxide standard through the year 2020.

Nitrogen Dioxide

On January 15, 2009, EPA approved in part and disapproved in part the South Coast 2003 1-hour ozone plan and the NO2 maintenance plan. EPA approved the revised nitrogen dioxide maintenance demonstration based on the downward trend in baseline NOX emissions. The disapproved portions of the plan were not required by the Clean Air Act.

Table 2.
Air Quality Standards and Monitored Data

	Air Quality Standard		Monitored Concentrations		
Pollutant	**Level**	**Averaging Period**	**2013**	**2014**	**2015**
Lead					
Federal					
3-month average ($\mu g/m^3$)	0.15	Rolling 3-month average	<no data> [A]		
State					
30-day average ($\mu g/m^3$)	1.5	30-day average, not to be equaled or exceeded	<no data> [A]		
Carbon monoxide					
Federal					
1-hour (ppm)	35	Not to be exceeded more than once per year	5.8	5.8	4.4
8-hour (ppm)	9		N/A	N/A	N/A
State					
1-hour (ppm)	20	Not to be exceeded	5.8	5.8	4.4
8-hour (ppm)	9		N/A	N/A	N/A
Nitrogen dioxide					
Federal					
1-hour (ppb)	100	98th percentile of 1-hour daily maximum concentrations, averaged over 3 years	<No data> [B]		
Annual mean (ppm)	0.053	Annual mean	<No data> [B]		
State					
1-hour (ppm)	0.18	98th percentile of 1-hour daily maximum concentrations, averaged over 3 years	<No data> [B]		
Annual mean (ppm)	0.03	Annual mean	<No data> [B]		
Ozone					
Federal					
8-hour (ppm)	0.07	3-year average of the fourth highest daily maximum	0.122	0.11	0.127
State					
1-hour (ppm)	0.09	Not to be exceeded	0.151	0.141	0.144
8-hour (ppm)	0.07	3-year average of the fourth highest daily maximum	0.123	0.111	0.128
Sulfur dioxide					
Federal					
1-hour (ppb)	75	99th percentile, averaged over 3 years	<No data> [C]		
3-hour (ppm)	0.5	Not to be exceeded more than once per year	<No data> [C]		
State					

Table 2.
Air Quality Standards and Monitored Data

	Air Quality Standard		Monitored Concentrations		
Pollutant	**Level**	**Averaging Period**	**2013**	**2014**	**2015**
1-hour (ppm)	0.25 ppm	99th percentile, averaged over 3 years	<No data> [C]		
24-hour (ppm)	0.04 ppm	Not to be exceeded	<No data> [C]		
$PM_{2.5}$					
Federal					
24-hour (µg/m³)	35	98th percentile, averaged over 3 years	37.5	40	49
Annual mean (µg/m³)	12	Averaged over 3 years	14.1	14.4	14.4
State					
Annual mean (µg/m³)	12	Averaged over 3 years	18.9	18.9	14.4
PM_{10}					
Federal					
24-hour (µg/m³)	150	Not to be exceeded more than once per year over 3 years	286	157.2	95.3
Annual mean (µg/m³)	50	Averaged over 3 years	53	56	54
State					
24-hour (µg/m³)	50	Not to be exceeded more than once per year over 3 years	199.2	131	107.4
Annual mean (µg/m³)	20	Averaged over 3 years	40	45	45
Visibility Reducing Particles					
State					
8-hour (mile)	10	Extinction of 0.23 per kilometer, not to be exceeded	*<no data>*		
Sulfates					
State					
24-hour (µg/m³)	25	Not to be exceeded	<No data> [D]		
Hydrogen Sulfide					
State					
1-hour (ppm)	0.03	Not to be exceeded	0.119	0.156	0.106
Vinyl Chloride					
State					
24-hour (ppm)	0.01	Not to be exceeded	*<no data>*		

Source: California Air Resources Board 2016, USEPA 2016d.
µg/m3 = micrograms per cubic meter; ppb = parts per billion; ppm = parts per million

Notes:

[A] South Coast Air Basin data were not available for lead for the past three years; however data for the entire state of California during this timeframe indicate that federal and state lead standards were not exceeded.

[B] South Coast Air Basin 1-hour maximum and 1-day average nitrogen dioxide data were available for this time frame. The 1-hour maximum nitrogen dioxide values (among stations in the South Coast Air Basin) were 0.1046, 0.1359, and 0.1019 ppm for 2013, 2014, and 2015, respectively. The 1-day average nitrogen dioxide values (maximum among stations in the South Coast Air Basin) were 0.0579, 0.0637, and 0.0602 ppm for 2013, 2014, and 2015, respectively.

[C] South Coast Air Basin 1-hour maximum and 1-day average sulfur dioxide data were available for this time frame. The 1-hour maximum sulfur dioxide values (among stations in the South Coast Air Basin) were 0.0219, 0.0154, 0.0375 ppm for 2013, 2014, and 2015, respectively. The 1-day average sulfur dioxide values (maximum among stations in the South Coast Air Basin) were 0.0039, 0.0031, and 0.0046 ppm for 2013, 2014, and 2015, respectively.

[D] Data were not available specifically for the South Coast Air Basin. Sulfate data reported for the entire state of California indicated that maximum 24-hour values in the years 2013, 2014, and 2015 were less than the corresponding state standard.

The General Conformity Rule (GCR) applies to the proposed action. The GCR ensures that federal actions comply with the NAAQS. The GCR applies to all federal actions that are taken in designated nonattainment or maintenance areas, with three exceptions. One exception is federal actions with emissions clearly at or below *de minimis* (of minimal importance) levels. Emissions were estimated for a model one-year construction project. Those emissions, which are greater than those expected for the proposed project, would not exceed the *de minimis* thresholds (see Table 3 and Appendix A).

Table 3.
Summary of Construction Emissions Estimates

	Air Pollutants						
	CO	**NOx**	**VOC**	**SOx**	**PM_{10}**	**$PM_{2.5}$**	**CO_2**
De minimis (tons per year) (attainment area/non-attainment or maintenance area)	100/50	100/50	100/50	100/50	100/50	100/50	27,563
Exceeds *de minimis* threshold?	No	No	No	No	No	No	No

Note: CO – carbon monoxide, SOx – sulfur oxides, VOC – volatile organic compounds.
The CO_2 value includes other greenhouse gases converted to CO_2 equivalents.

Greenhouse Gases and Climate Change

Greenhouse gases (GHGs) are components of the atmosphere that trap heat relatively near the surface of the earth and therefore contribute to the greenhouse effect and climate change. Most GHGs occur naturally in the atmosphere, but increases in their concentration result from human activities, such as the burning of fossil fuels. Global temperatures are expected to continue to rise as human activities continue to add carbon dioxide (CO_2), methane, nitrous oxide, and other greenhouse (or heat-trapping) gases to the atmosphere. Whether rainfall will increase or decrease remains difficult to project for specific regions (EPA 2016). The Council on Environmental Quality (CEQ) released draft guidance on when and how federal agencies should consider GHG emissions and climate change in NEPA analyses. The draft guidance includes a presumptive effects threshold of 27,563 tons per year (25,000 metric tons per year) of CO_2 equivalent emissions from a federal action (CEQ 2010). Emissions were estimated for a model one-year construction project. Those emissions, which are greater than those expected for this smaller project, would not exceed the CEQ threshold (see Table 4 and Appendix A).

Environmental Justice Information

Conditions, Minority & Low Income Areas (include median family income)

Executive Order (EO) 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, was issued by President Clinton on February 11, 1994. The EO requires that federal agencies take into consideration disproportionately high and adverse environmental effects of governmental decisions, policies, projects, and programs on minority and low-income populations.

Per CEQ environmental justice guidance, minority populations should be identified where either the minority population of the affected area exceeds 50 percent, or the minority population percentage of the affected area is meaningfully greater than the minority population percentage in the general population or other appropriate unit of geographic analysis (CEQ 1997). The U.S. Census Bureau identifies minority populations as Black or African American; American Indian and

Alaska Native; Asian; Native Hawaiian and other Pacific Islander; persons of two or more races; and persons of Hispanic or Latino origin.

Per CEQ guidance, poverty thresholds established by the U.S. Census Bureau are used to identify low-income populations (CEQ 1997). Poverty status is reported as the number of persons or families with income below a defined threshold level. As of 2014, the U.S. Census Bureau defined the poverty threshold level as $12,071 or less annual income for an individual and $24,008 or less annual income for a family of four (U.S. Census Bureau 2015).

The EJSCREEN was used for this environmental justice analysis to identify minority and low-income populations. EJSCREEN is an environmental justice mapping and screening tool developed by EPA (and available on the internet) to provide a nationally consistent dataset and approach that combines environmental and demographic indicators in maps and reports (EPA 2015). Using the tool, a one-mile radius was drawn around the proposed Garvey Avenue underpass project site, generating a report on the populations within this boundary. The report, which is provided in Appendix A, shows the boundary map and lists selected demographic and environmental indicators within the defined boundary, as well as provides the state, regional, and national averages for each indicator for comparison.

The EJSCREEN report for demographic indicators shows that within the defined project boundary the population is comprised of 97 percent of persons of a minority race or ethnicity, which is higher compared to the state average of 60 percent, the EPA regional average of 57 percent, and the United States average of 36 percent. The percent of the population within the defined project boundary identified as low income (i.e., living below the poverty threshold) is 63 percent, higher than the state average of 35 percent, the EPA regional average of 35 percent, and the United States average of 34 percent. The indicators for those linguistically isolated or with less than a high-school education is higher for the project area compared to the state, EPA region, and United States averages.

Census Maps

Figure 6 provides the census maps highlighting the project area.

Land Use & Development, Percent Impervious Cover, Pollutant Sources

The existing land use within the project area is primarily commercial along Garvey Avenue, residential and commercial along Maxson Road, commercial along Durfee Avenue, industrial along Clora Place, and institutional along Gilman Road (City of El Monte 2011). A middle school is along Gilman Avenue next to the San Gabriel River.

Identification of Floodplains and Wetlands

As shown in Figure 7, no floodplains are in or near the proposed project area (FEMA 2008). The San Gabriel River abuts the southern edge of the proposed project area and is considered riverine temporarily flooded. As shown in Figure 8, wetlands are not in the proposed project area; however, patches of freshwater forested/shrub wetlands and riverine wetlands exist in the San Gabriel River channel (FWS 2016b).

2. Direct Impacts

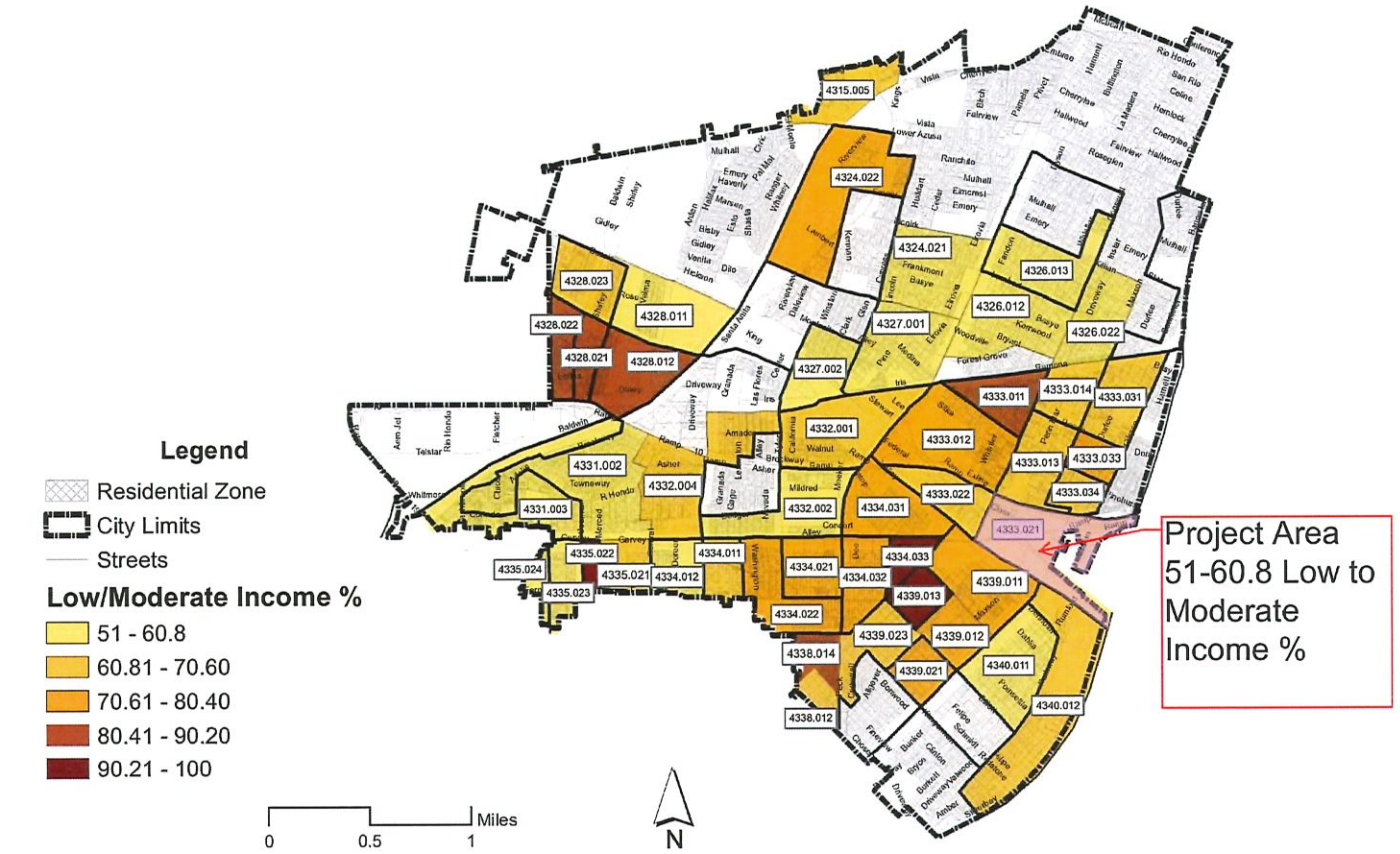
The project would be expected to have minor (i.e., less than significant) adverse impacts on air quality, noise, and transportation. The adverse effects would be short term, lasting generally no longer than the duration of the construction phase of the project. No adverse impacts would be

expected on other resource areas. The project would be expected to have beneficial effects on the local economy, the El Monte sewer system, environmental justice, and transportation. Table 4 summarizes the expected environmental and human health effects of the proposed action.

3. Secondary Impacts of Future Growth and Development

This project is not expected to induce future growth and development because it would not increase system capacity or provide water service to currently un-served areas. No secondary impacts of future growth and development are anticipated to affect the project area. The area is nearly 100% developed.

Low and Moderate Income Census Group Map



Based on U.S. Census 2000 Block Group I Map created April/2013

Low and Moderate Income Census Group Map

Figure 6



LEGEND

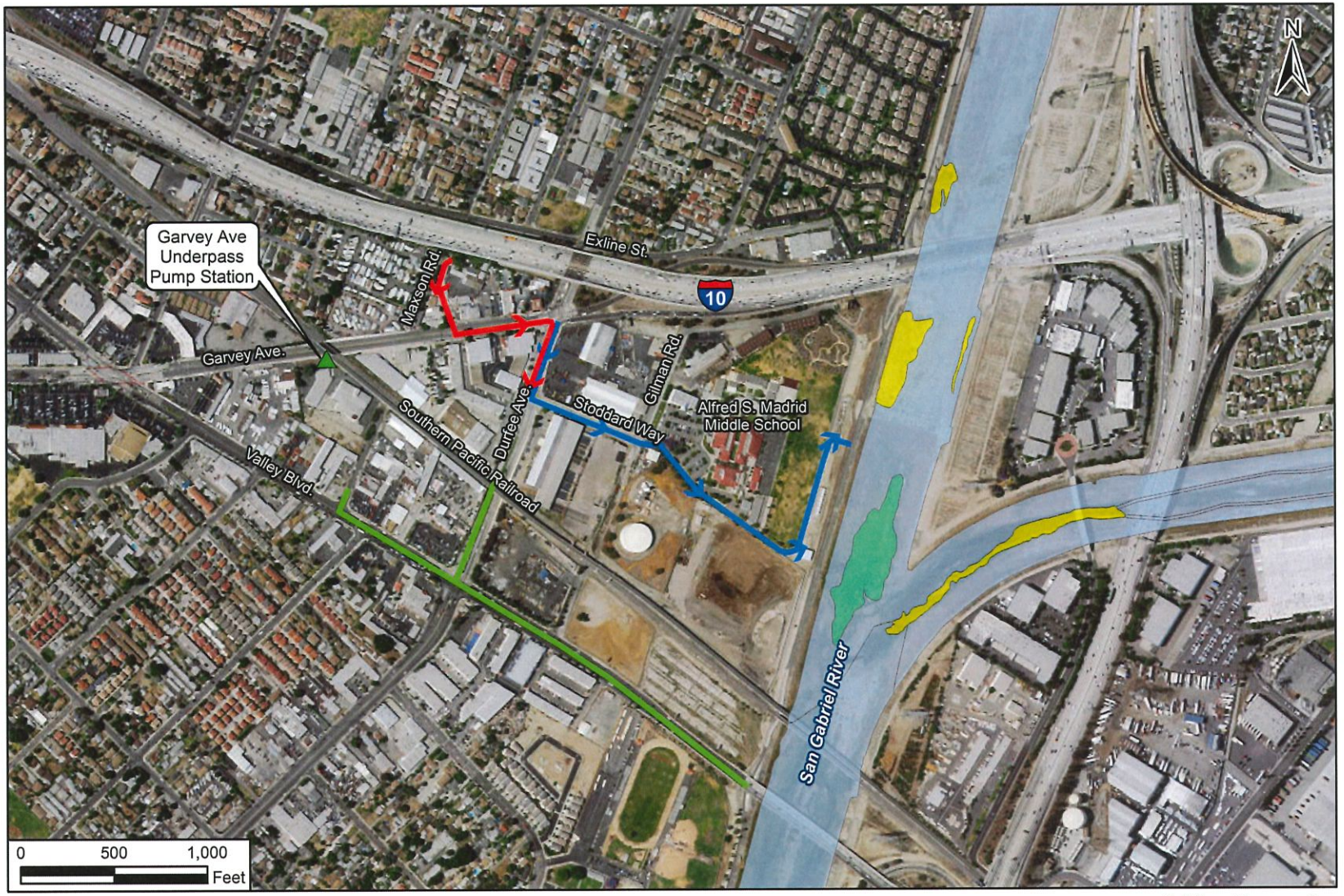
- Existing Storm Drain
- Proposed Storm Drain - Line A
- Proposed Storm Drain - Line B
- Area of Undetermined Flood Hazard
- 500-Year Floodplain

Floodplains

El Monte, California

Figure 7

Source: FEMA 2016.



LEGEND

- Existing Storm Drain
- Proposed Storm Drain - Line A
- Proposed Storm Drain - Line B

NWI Wetland

- Freshwater Emergent
- Freshwater Forested/Shrub
- Riverine

Wetlands

El Monte, California

Figure 8

Source: FWS 2016b.

Table 4.
Summary of Potential Environmental Effects

Resource Area	Environmental Effect(s) of Proposed Action	Environmental Effect(s) of No-Action Alternative	Note
Land Use	No effect	No effect	Land use would not be affected by the proposed action.
Climate	No effect	No effect	No change in the local or regional climate would result from implementing the proposed action, and climate change would not have a discernible effect on the project.
Air Quality	Short-term minor adverse effect	No effect	Minor amounts of air pollutants would be emitted during construction. The effects would end upon completion of construction. Dust from vehicles and ground disturbance would be minimized by using dust control best management practices (BMPs), in accordance with SCAQMD guidance.
Noise	Short-term minor adverse effect	No effect	Construction noise would be associated with the project. However, the noise would cease upon completion of construction.
Earth Resources – Topography	No effect	No effect	No topographic changes would result from implementing the proposed action.
Earth Resources – Soils	No effect	No effect	Some soil disturbance would occur during construction. The areas disturbed, however, are highly developed and do not have natural soil profiles. Disturbed areas would be repaved or stabilized after construction, as necessary.
Earth Resources – Geology	No effect	No effect	No changes in the local geology would result from implementing the proposed action.

Table 4.
Summary of Potential Environmental Effects

Resource Area	Environmental Effect(s) of Proposed Action	Environmental Effect(s) of No-Action Alternative	Note
Water Resources – Groundwater	No effect	No effect	Groundwater would be unaffected by the proposed action. No additional demand on groundwater resources would be created from implementing the proposed project. No pollutants would be introduced into groundwater during project implementation.
Water Resources – Surface waters	No effect	No effect	No natural surface waters would be affected by the proposed project.
Water Resources – Wetlands	No effect	No effect	Wetlands in the San Gabriel River would receive additional stormwater runoff, but no long-term changes to the wetlands would be expected.
Water Resources – Floodplains	No effect	No effect	No floodplains would be altered by implementing the proposed action.
Water Resources – Stormwater	No effect	No effect	No increase in the quantity or quality of stormwater would be expected from implementing the proposed action. Stormwater would be rerouted as a result of the proposed action.
Biological Resources – Flora	No effect	No effect	No adverse effects on local flora would result from implementing the proposed action.
Biological Resources – Fauna	No effect	No effect	No adverse effects on local fauna would result from implementing the proposed action.
Biological Resources – Protected species	No effect	No effect	No adverse impacts on protected species would be expected from implementing the proposed action.

Table 4.
Summary of Potential Environmental Effects

Resource Area	Environmental Effect(s) of Proposed Action	Environmental Effect(s) of No-Action Alternative	Note
Cultural Resources	No effect	No effect	No effects on cultural resources would be expected from implementing the proposed action. Consultation with the California SHPO has confirmed this determination. Effects would be further minimized by the use of Native American and archaeological monitors.
Socioeconomics – Economic environment	No effect	No effect	Beneficial effects would be expected on the regional economy. The expenditures and employment associated with the proposed action would increase regional employment, income, and sales volume in the local construction industry and related industries. The economic benefits would be short-term, lasting for the duration of the construction period.
Socioeconomics – Environmental justice	No effect	No effect	Because the proposed action would have no substantially adverse effects, it would not disproportionately affect low-income or minority populations. The short-term effects of the proposed action would affect all populations equally.
Socioeconomics – Protection of children	No effect	No effect	No environmental health risks and safety risks that could disproportionately affect children are associated with the proposed project.
Transportation	Short-term minor adverse effect Long-term minor beneficial effect	No effect	Construction would adversely affect traffic on roads directly affected and on nearby roads indirectly. Traffic on Garvey Avenue would be improved upon completion of the project because it would reduce flooding of that roadway.
Infrastructure and Utilities	Long-term minor beneficial effect	No effect	Stormwater management would improve as a result of implementing the project.

Table 4.
Summary of Potential Environmental Effects

Resource Area	Environmental Effect(s) of Proposed Action	Environmental Effect(s) of No-Action Alternative	Note
Hazardous and Toxic Materials and Waste	No effect	No effect	No hazardous or toxic substances would be transported, used, stored, or disposed of during project implementation. Any lubricants, oils, or petroleum products used would be those only for normal equipment operation and maintenance.
Safety and Occupational Health	No effect	No effect	No change in safety or occupational health would result from implementing the proposed action. All contractors would be required to comply with normal industry standards of safety or occupational health during project implementation, and the public would be excluded from or routed around the project area during construction.

4. Cumulative Impacts

Cumulative effects on environmental resources result from the incremental effects of an action when combined with other past, present, and reasonably foreseeable future projects in the area. Cumulative effects can result from individually minor but collectively substantial actions taken over a period of time. In accordance with NEPA, a discussion is required of cumulative effects that could result from projects proposed or anticipated in the foreseeable future.

Cumulative effects are possible for those resource areas on which the project could have an adverse effect. The El Monte proposed project could have an adverse effect on air quality, noise, and transportation. Cumulative impacts on air quality from construction activities cause temporary increases in air pollutants. Once construction is completed, emissions return to baseline levels. Therefore, construction projects may cause short-term, but do not cause long-term cumulative impacts on air quality. The magnitude of the short-term impact, if any, would depend on whether other projects in the region were active at the same time as the proposed project and the nature of the projects.

Construction noise is generally loud enough to be annoying within 800 feet from the construction site. If another source of loud noise is within 1,600 feet of the construction site, the two noise sources can overlap. In the case of this project, cumulative noise impacts would be expected to be negligible because of the urban nature of the project area, with continuous road traffic and intermittent train traffic.

Cumulative impacts on the transportation network would be expected if road closures and detours for other projects occur in the same area and during the same time as those for this proposed project. The timing of the project has not been determined, so cumulative impacts on the transportation network cannot be determined at this time. The Town of El Monte Public Works Department would schedule road closures and plan detours to minimize adverse effects on the transportation network.

5. Unavoidable Adverse Impacts

Unavoidable adverse impacts from the project include the following:

- Short-term traffic flow delays and interruptions.
- Short-term air quality emissions from construction activities and equipment.
- Short-term noise during construction.

6. Minimization of Adverse Impacts

If the proposed project disturbs 1 acre or more of total area, the construction contractor would obtain a 2009-0009-DWQ Construction General Permit (General Permit No. CAS000002 Storm Water Discharges Associated with Construction and Land Disturbance Activities) in compliance with the requirements of the California State Water Resources Control Board, Division of Water Quality. Implementing the conditions of the permit, including preparation of a stormwater pollution prevention plan that incorporate best management practices accepted by California's State Water Resources Control Board, would minimize sediment runoff from the site.

7. Mitigation

Compliance with applicable construction activity controls (e.g., dust control during construction/demolition activities, construction equipment maintained to minimize emissions)

included in the SIPs and Maintenance Plans for the SCAQMD is required to minimize air quality issues.

SCAQMD Rule 403 (Fugitive Dust) is intended to reduce the amount of particulate matter entrained in the ambient air as a result of anthropogenic (man-made) fugitive dust sources by requiring actions to prevent, reduce or mitigate fugitive dust emissions (SCAQMD 2016). Under the rule, dust suppression is to be applied in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 percent of the unstabilized area.

The California Code of Regulations requires that construction equipment idling time be minimized either by shutting equipment off when not in use or reducing the time of idling to 5 minutes (Title 13 Sections 2449(d)(3), 2485) (SAQMD 2010). All construction equipment should be maintained in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated.

To avoid impacts on subsurface cultural resources, a Native American monitor and archaeological monitor would be present during ground-disturbing activities. Each monitor would be empowered to halt project activities to avoid or minimize disturbance of Native American or archaeological resources.

Should any known or potential cultural materials be encountered during ground-disturbing activities, all work that may affect those materials would be halted until a qualified archaeologist can be consulted on the nature and significance of those materials.

8. Cross-cutter Environmental Laws and Coordination and Consultation Process

Archeological and Historic Preservation Act

EPA made a determination of "no historic properties affected" for this project. EPA conveyed this finding of effect to the California SHPO in a letter dated August 24, 2016, and the SHPO concurred with this finding on September 21, 2016 (Appendix B). In its letter, SHPO did not object to the identification and delineation of the APE, concurred with the finding that the existing storm drain system is not eligible for listing on the NRHP, and did not object to the finding of "no historic properties affected" for the proposed undertaking.

Clean Air Act

Under the GCR in the Clean Air Act, air emissions attributable to the project will be required to be in compliance with the SIP and Los Angeles County Maintenance Plan for air quality.

Coastal Barrier Resources Act

The proposed project would not affect coastal barrier resources. No coastal barrier resources are within the project area.

Coastal Zone Management Act

The proposed project would not affect the California coastal zone. El Monte is not within the California coastal zone.

Endangered Species Act

No federally listed species would be affected by the proposed project. The U.S. Fish and Wildlife Services' (USFWS) IPaC (*Information for Planning and Conservation*) website (https://ecos.fws.gov/ipac/) was searched for protected species information specific to the proposed project area. The project area has no habitat suitable for the federal species listed as potentially occurring in the project area. The results of this search are provided in Appendix C.

Environmental Justice

Because the proposed action would have no substantially adverse effects, it would not disproportionately affect low-income or minority populations. The proposed action would affect all populations equally.

Floodplain Management

Because no floodplains exist in the project area, they would not be affected by the proposed project.

Protection of Wetlands

No effects on wetlands in the San Gabriel River would be expected. Stormwater formerly directed to the Rio Hondo Channel would be diverted to the San Gabriel River, resulting in increased stormwater runoff to the river and its wetlands. Freshwater forested/shrub wetlands and riverine wetlands are in the river channel at the proposed outfall location at the end of Line A. Because stormwater peak flow subsides quickly after a storm event, it would not be expected that the additional flow would be substantial enough to alter the wetlands in the river.

Farmland Protection Policy Act

Because no farmlands exist in the project area, farmland would not be affected by the proposed project (NRCS 2014).

Fish and Wildlife Coordination Act

Fish and wildlife would not be affected by the proposed project. The urban environment of the project area contains no natural habitat for any fish or wildlife species.

National Historic Preservation Act

Pursuant to Section 106 of the NHPA, EPA made a determination of "no historic properties affected" for this project. EPA conveyed this finding of effect to the California SHPO in a letter dated August 24, 2016, and the SHPO concurred with this finding on September 21, 2016 (Appendix B). In its letter, SHPO did not object to the identification and delineation of the APE, concurred with the finding that the existing storm drain system is not eligible for listing on the NRHP, and did not object to the finding of "no historic properties affected" for the proposed undertaking.

Safe Drinking Water Act

Drinking water supplies would not be affected by the proposed project.

Wild and Scenic River Act

No wild and scenic rivers exist in the project area. Wild and scenic rivers would not be affected by the proposed project (BLM 2016).

Essential Fish Habitat

Because no essential fish habitat exists in the project area, that habitat type would not be affected by the proposed project (NOAA 2016).

SECTION F. REFERENCES

AECOM 2010. Preliminary Design Report for the Garvey Avenue Grade Separation Drainage Improvement Project. Prepared by AECOM, Orange, CA. Prepared for City of El Monte, CA. July.

BLM (Bureau of Land Management). 2016. Wild and Scenic Rivers. www.blm.gov/ca/st/en/prog/blm_special_areas/wildrivers.html

CDC (California Department of Conservation, Division of Mines and Geology). 1999. Map of Seismic Hazard Zones for the El Monte Quadrangle. www.conservation.ca.gov/cgs/shzp

CDFW (California Department of Fish and Wildlife). 2013. Nevin's Barberry. https://www.wildlife.ca.gov/Conservation/Plants/Endangered/Berberis-nevinii

CEQ (Council on Environmental Quality). 1997. Environmental Justice Guidance under the National Environmental Policy Act. Council on Environmental Quality, Executive Office of the President, Washington, D.C.

CEQ (Council on Environmental Quality). 2010. *Memorandum for Heads of Federal Departments and Agencies on Draft NEPA Guidance on Consideration of the Effects of Climate Change and Greenhouse Gas Emissions*. Council on Environmental Quality, Washington, DC. 18 February. Accessed March 2016. http://ceq.hss.doe.gov/nepa/regs/Consideration _of_Effects_of_GHG_Draft_NEPA_Guidance _FINAL_02182010.pdf.

City of El Monte. 2011. General Plan / Zoning Code Update & Environmental Impact Report. Zoning Map approved 2011. http://ci.el-monte.ca.us/.

CLO (Cornell Lab of Ornithology). 2015. *Bell's Vireo*. All About Birds, Cornell Lab of Ornithology. Accessed May 2016. https://www.allaboutbirds.org/guide/Bells_Vireo/lifehistory.

DWR (California Department of Water Resources). 2004. *Coastal Plain of Los Angeles County Groundwater Basin, West Coast Subbasin*. California's Groundwater Bulletin 118. February 27. Accessed April 2016. www.water.ca.gov/pubs/groundwater/bulletin_118/basindescriptions/.

EPA (U.S. Environmental Protection Agency). 2016. Future Climate Change. U.S. Environmental Protection Agency. Accessed March 2016. https://www3.epa.gov/climatechange/science/future.html#Precipitation.

EPA (Environmental Protection Agency). 2015. EJSCREEN User Guide. Accessed April 2016. http://ejscreen.epa.gov/mapper/help/ejscreen_help.pdf.

FEMA (Federal Emergency Management Agency). 2008. Letter from William R. Blanton Jr., CFM, Acting Chief, FEMA to the Honorable Mayor Ernest Gutierrez, City of El Monte. March 26, 2008.

FWS (U.S. Fish and Wildlife Service). 2016a. IPaC Information for Planning and Conservation. https://ecos.fws.gov/ipac/

FWS (U.S. Fish and Wildlife Service). 2016b. National Wetlands Inventory Map. www.fws.gov/wetlands/

FWS (U.S. Fish and Wildlife Service). 2016c. List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project. Project Name: El Monte Storm Sewer Improvement. July 26, 2016. https://ecos.fws.gov/ipac/

Mock, P.J. 2004. *California Gnatcatcher* (Polioptila californica). In The Coastal Scrub and Chaparral Bird Conservation Plan: a strategy for protecting and managing coastal scrub and chaparral habitats and associated birds in California. California Partners in Flight. http://www.prbo.org/calpif/htmldocs/scrub.html.

NOAA (National Oceanic Atmospheric Administration, Habitat Conservation). 2016. Essential Fish Habitat Mapper. www.habitat.noaa.gov/protection/efh/efhmapper/

NRCS (Natural Resources Conservation Service). 2014. Farmland Protection Policy Act. www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/fppa/?cid=nrcs143_008275

SAQMD (Sacramento Metropolitan Air Quality Management District). 2010. *CEQA Guide December 2009* (Revised September 2010). http://www.airquality.org/.

SCAQMD (South Coast Air Quality Management District). 2016. SCAQMD Rule Book, Rule 403. http://www.aqmd.gov/home/regulations/rules/scaqmd-rule-book/regulation-iv.

U.S. Census Bureau. 2015. Poverty Thresholds for 2014 by Size of Family and Number of Related Children Under 18 Years. Accessed January 2016. http://www.census.gov/hhes/www/poverty/data/threshld/index.html.

APPENDIX A

EJSCREEN

1 mile Ring Centered at 34.063184,-118.015540

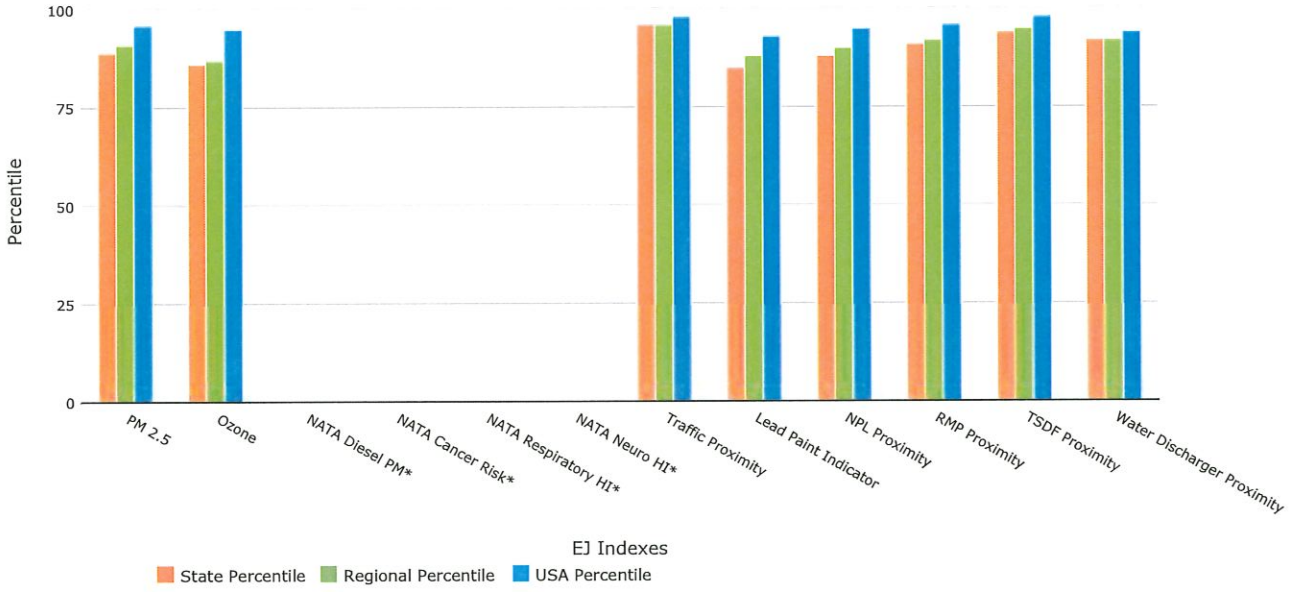
CALIFORNIA, EPA Region 9

Save as PDF

1 mile Ring Centered at 34.063184,-118.015540
CALIFORNIA, EPA Region 9
Approximate Population: 36211
Garvey Ave Drainage Improvements

Selected Variables	Percentile in State	Percentile in EPA Region	Percentile in USA
EJ Indexes			
EJ Index for Particulate Matter (PM 2.5)	89	91	96
EJ Index for Ozone	86	87	95
EJ Index for NATA Diesel PM*	N/A	N/A	N/A
EJ Index for NATA Air Toxics Cancer Risk*	N/A	N/A	N/A
EJ Index for NATA Respiratory Hazard Index*	N/A	N/A	N/A
EJ Index for NATA Neurological Hazard Index*	N/A	N/A	N/A
EJ Index for Traffic Proximity and Volume	96	96	98
EJ Index for Lead Paint Indicator	85	88	93
EJ Index for NPL Proximity	88	90	95
EJ Index for RMP Proximity	91	92	96
EJ Index for TSDF Proximity	94	95	98
EJ Index for Water Discharger Proximity	92	92	94

EJ Index for the Selected Area Compared to All People's Block Groups in the State/Region/US



This report shows environmental, demographic, and EJ indicator values. It shows environmental and demographic raw data (e.g., the estimated concentration of ozone in the air), and also shows what percentile each raw data value represents. These percentiles provide perspective on how the selected block group or buffer area compares to the entire state, EPA region, or nation. For example, if a given location is at the 95th percentile nationwide, this means that only 5 percent of the US population has a higher block group value than the average person in the location being analyzed. The years for which the data are available, and the methods used, vary across these indicators. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports.



Selected Variables	Raw data	State Average	%ile in State	EPA Region Average	%ile in EPA Region	USA Average	%ile in USA
Environmental Indicators							
Particulate Matter (PM 2.5 in µg/m³)	12.4	10.4	80	9.95	84	9.78	95
Ozone (ppb)	48.9	48.4	55	49.7	45	46.1	65
NATA Diesel PM (µg/m³)*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NATA Air Toxics Cancer Risk (risk per MM)*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NATA Respiratory Hazard Index*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NATA Neurological Hazard Index*	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Traffic Proximity and Volume (daily traffic count/distance to road)	510	210	89	190	90	110	95
Lead Paint Indicator (% pre-1960s housing)	0.37	0.3	63	0.25	69	0.3	65
NPL Proximity (site count/km distance)	0.13	0.13	74	0.11	78	0.096	81
RMP Proximity (facility count/km distance)	0.74	0.46	84	0.41	85	0.31	89
TSDF Proximity (facility count/km distance)	0.29	0.13	91	0.12	92	0.054	97
Water Discharger Proximity (count/km)	0.25	0.18	83	0.19	81	0.25	75
Demographic Indicators							
Demographic Index	80%	47%	91	46%	92	35%	95
Minority Population	97%	60%	91	57%	92	36%	95
Low Income Population	63%	35%	86	35%	86	34%	89
Linguistically Isolated Population	30%	10%	91	9%	92	5%	96
Population with Less Than High School Education	48%	19%	89	18%	91	14%	96
Population under Age 5	9%	7%	70	7%	69	7%	73
Population over Age 64	7%	12%	34	12%	35	13%	25

*The National-Scale Air Toxics Assessment (NATA) environmental indicators and EJ indexes, which include cancer risk, respiratory hazard, neurodevelopment hazard, and diesel particulate matter will be added into EJSCREEN during the first full public update after the soon-to-be-released 2011 dataset is made available. The National-Scale Air Toxics Assessment (NATA) is EPA's ongoing, comprehensive evaluation of air toxics in the United States. EPA developed the NATA to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that NATA provides broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. More information on the NATA analysis can be found at: https://www.epa.gov/national-air-toxics-assessment.

For additional information, see: www.epa.gov/environmentaljustice

EJSCREEN is a screening tool for pre-decisional use only. It can help identify areas that may warrant additional consideration, analysis, or outreach. It does not provide a basis for decision-making, but it may help identify potential areas of EJ concern. Users should keep in mind that screening tools are subject to substantial uncertainty in their demographic and environmental data, particularly when looking at small geographic areas. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports. This screening tool does not

provide data on every environmental impact and demographic factor that may be relevant to a particular location. EJSCREEN outputs should be supplemented with additional information and local knowledge before taking any action to address potential EJ concerns.

APPENDIX B

Letters to Agencies and Tribes

Redacted

APPENDIX C

U.S. Fish and Wildlife Service
IPaC Search Results and Species List

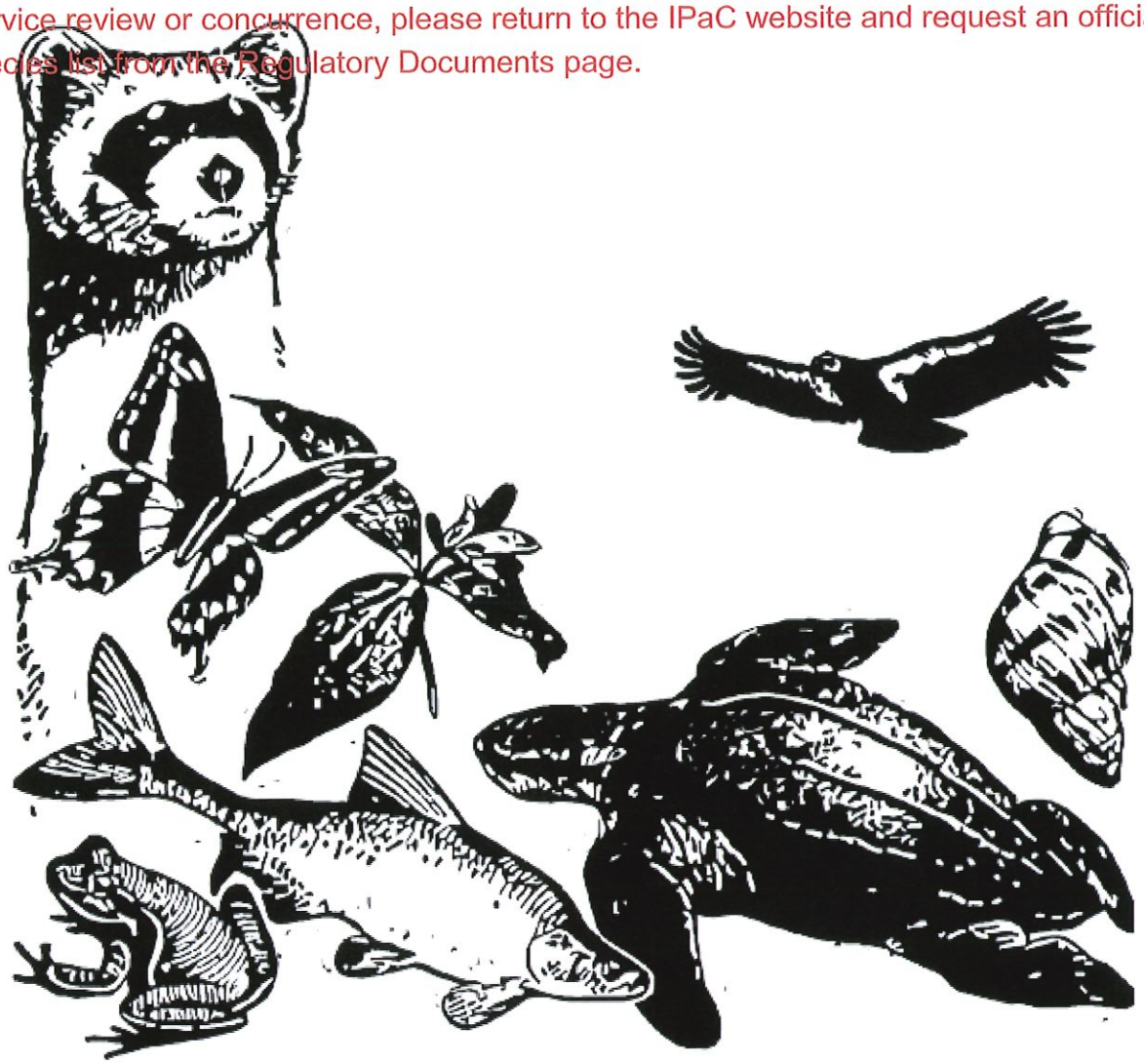
U.S. Fish & Wildlife Service

Garvey Avenue Underpass Drainage Improvement Project

IPaC Trust Resources Report

Generated April 21, 2016 10:00 AM MDT, IPaC v3.0.2

This report is for informational purposes only and should not be used for planning or analyzing project level impacts. For project reviews that require U.S. Fish & Wildlife Service review or concurrence, please return to the IPaC website and request an official species list from the Regulatory Documents page.



IPaC - Information for Planning and Conservation (https://ecos.fws.gov/ipac/): A project planning tool to help streamline the U.S. Fish & Wildlife Service environmental review process.

Table of Contents

IPaC Trust Resources Report 1
Project Description 1
Endangered Species 2
Migratory Birds 4
Refuges & Hatcheries 7
Wetlands 8

U.S. Fish & Wildlife Service

IPaC Trust Resources Report

NAME

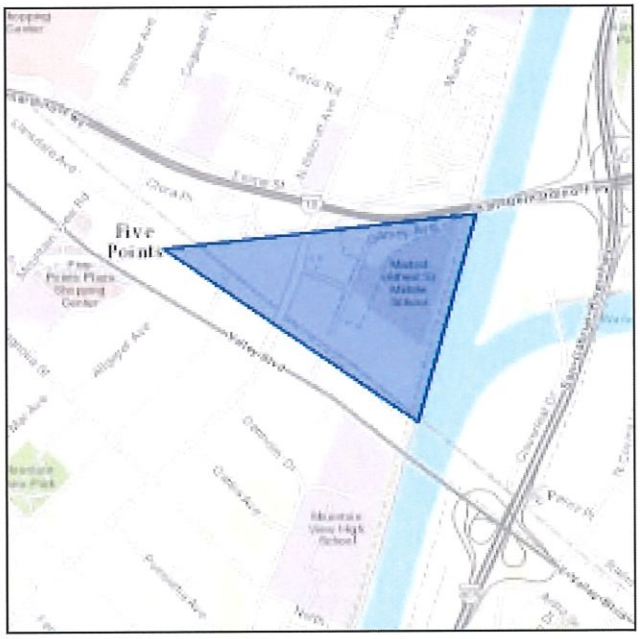
Garvey Avenue Underpass Drainage Improvement Project

LOCATION

Los Angeles County, California

IPAC LINK

https://ecos.fws.gov/ipac/project/HDMVN-7XOEF-FNDNT-VQJ27-2AGUPA



U.S. Fish & Wildlife Service Contact Information

Trust resources in this location are managed by:

Carlsbad Fish And Wildlife Office
2177 Salk Avenue - Suite 250
Carlsbad, CA 92008-7385
(760) 431-9440

Endangered Species

Proposed, candidate, threatened, and endangered species are managed by the Endangered Species Program of the U.S. Fish & Wildlife Service.

This USFWS trust resource report is for informational purposes only and should not be used for planning or analyzing project level impacts.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list from the Regulatory Documents section.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency.

A letter from the local office and a species list which fulfills this requirement can only be obtained by requesting an official species list either from the Regulatory Documents section in IPaC or from the local field office directly.

The list of species below are those that may occur or could potentially be affected by activities in this location:

Birds

Coastal California Gnatcatcher Polioptila californica californica — Threatened

CRITICAL HABITAT
There is **final** critical habitat designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B08X

Least Bell's Vireo Vireo bellii pusillus — Endangered

CRITICAL HABITAT
There is **final** critical habitat designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B067

Flowering Plants

Nevin's Barberry Berberis nevinii — Endangered

CRITICAL HABITAT
There is **final** critical habitat designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=Q08G

Critical Habitats

There are no critical habitats in this location

Migratory Birds

Birds are protected by the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act.

Any activity that results in the take of migratory birds or eagles is prohibited unless authorized by the U.S. Fish & Wildlife Service.[1] There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured.

Any person or organization who plans or conducts activities that may result in the take of migratory birds is responsible for complying with the appropriate regulations and implementing appropriate conservation measures.

---

1. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

Additional information can be found using the following links:

- Birds of Conservation Concern
  http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Conservation measures for birds
  http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Year-round bird occurrence data
  http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/akn-histogram-tools.php

The following species of migratory birds could potentially be affected by activities in this location:

Bald Eagle Haliaeetus leucocephalus — Bird of conservation concern
Season: Wintering
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B008

Bell's Vireo Vireo bellii — Bird of conservation concern
Season: Breeding
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0JX

Brewer's Sparrow Spizella breweri — Bird of conservation concern
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0HA

Burrowing Owl Athene cunicularia — Bird of conservation concern
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0NC

Cactus Wren Campylorhynchus brunneicapillus — Bird of conservation concern
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0FZ

California Spotted Owl Strix occidentalis occidentalis — Bird of conservation concern
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B08L

Costa's Hummingbird Calypte costae — Bird of conservation concern
Season: Breeding
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0JE

Fox Sparrow Passerella iliaca — Bird of conservation concern
Season: Wintering

Green-tailed Towhee Pipilo chlorurus — Bird of conservation concern
Season: Breeding
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0IO

Lawrence's Goldfinch Carduelis lawrencei — Bird of conservation concern
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0J8

Least Bittern Ixobrychus exilis
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B092

Lesser Yellowlegs Tringa flavipes — Bird of conservation concern
Season: Wintering
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0MD

Lewis's Woodpecker Melanerpes lewis — Bird of conservation concern
Season: Wintering
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0HQ

Loggerhead Shrike Lanius ludovicianus — Bird of conservation concern
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0FY

Long-billed Curlew Numenius americanus — Bird of conservation concern
Season: Wintering
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B06S

Marbled Godwit Limosa fedoa — Bird of conservation concern
Season: Wintering
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0JL

Mountain Plover Charadrius montanus — Bird of conservation concern
Season: Wintering
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B078

Nuttall's Woodpecker Picoides nuttallii — Bird of conservation concern
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0HT

Oak Titmouse Baeolophus inornatus — Bird of conservation concern
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0MJ

Olive-sided Flycatcher Contopus cooperi — Bird of conservation concern
Season: Breeding
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0AN

Peregrine Falcon Falco peregrinus — Bird of conservation concern
Season: Wintering
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0FU

Red-crowned Parrot Amazona viridigenalis — Bird of conservation concern
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0GO

Rufous-crowned Sparrow Aimophila ruficeps — Bird of conservation concern
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0MX

Short-eared Owl Asio flammeus — Bird of conservation concern
Season: Wintering
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0HD

Tricolored Blackbird Agelaius tricolor — Bird of conservation concern
Year-round
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B06P

Western Grebe aechmophorus occidentalis — Bird of conservation concern
Season: Wintering
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0EA

Williamson's Sapsucker Sphyrapicus thyroideus — Bird of conservation concern
Season: Wintering
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0FX

Red Knot Calidris canutus ssp. roselaari — Bird of conservation concern
Season: Wintering
http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0G6

Wildlife refuges and fish hatcheries

There are no refuges or fish hatcheries in this location

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

DATA LIMITATIONS

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

DATA EXCLUSIONS

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

DATA PRECAUTIONS

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

This location overlaps all or part of the following wetlands:

Freshwater Forested/shrub Wetland

PSSAx 1.57 acres

Riverine

R4SBAx 181.0 acres

A full description for each wetland code can be found at the National Wetlands Inventory website: http://107.20.228.18/decoders/wetlands.aspx

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Carlsbad Fish and Wildlife Office
2177 SALK AVENUE - SUITE 250
CARLSBAD, CA 92008
PHONE: (760)431-9440 FAX: (760)431-5901
URL: www.fws.gov/carlsbad/

Consultation Code: 08ECAR00-2016-SLI-0811 July 26, 2016
Event Code: 08ECAR00-2016-E-01254
Project Name: El Monte Storm Sewer Improvement

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, and proposed species, designated critical habitat, and candidate species that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (http://www.fws.gov/windenergy/) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm; http://www.towerkill.com; and http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment

United States Department of Interior
Fish and Wildlife Service

Project name: El Monte Storm Sewer Improvement

Official Species List

Provided by:

Carlsbad Fish and Wildlife Office
2177 SALK AVENUE - SUITE 250
CARLSBAD, CA 92008
(760) 431-9440
http://www.fws.gov/carlsbad/

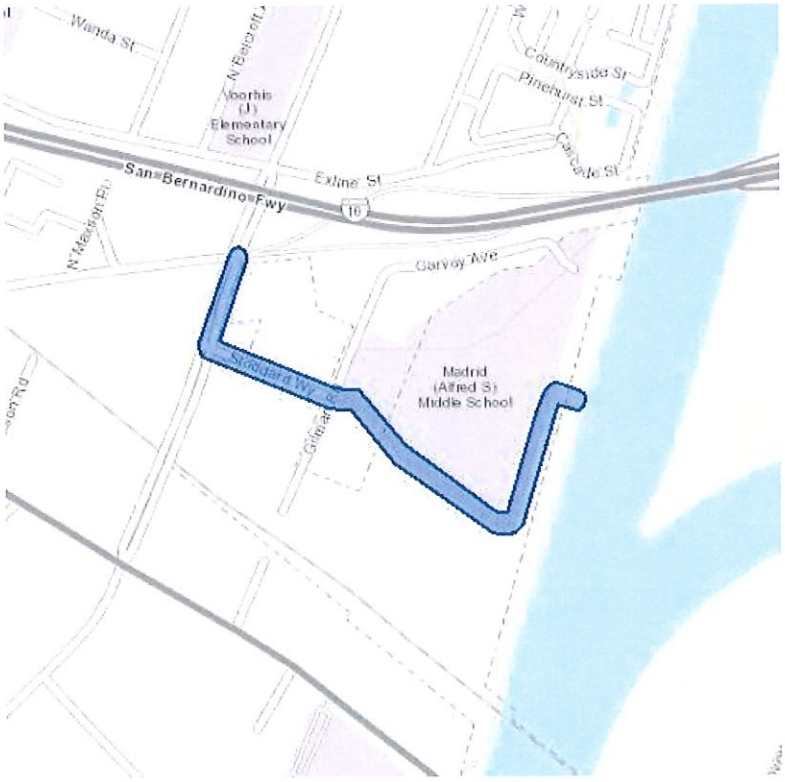
Consultation Code: 08ECAR00-2016-SLI-0811
Event Code: 08ECAR00-2016-E-01254

Project Type: WASTEWATER PIPELINE

Project Name: El Monte Storm Sewer Improvement
Project Description: Install new storm sewer lines to reduce flooding

Please Note: The FWS office may have modified the Project Name and/or Project Description, so it may be different from what was submitted in your previous request. If the Consultation Code matches, the FWS considers this to be the same project. Contact the office in the 'Provided by' section of your previous Official Species list if you have any questions or concerns.

Project Location Map:



Project Coordinates: The coordinates are too numerous to display here.

Project Counties: Los Angeles, CA

United States Department of Interior
Fish and Wildlife Service

Project name: El Monte Storm Sewer Improvement

Endangered Species Act Species List

There are a total of 3 threatened or endangered species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section further below for critical habitat that lies within your project. Please contact the designated FWS office if you have questions.

Birds	**Status**	**Has Critical Habitat**	**Condition(s)**
Coastal California gnatcatcher *(Polioptila californica californica)* Population: Entire	Threatened	Final designated	
Least Bell's vireo *(Vireo bellii pusillus)* Population: Entire	Endangered	Final designated	
Flowering Plants			
Nevin's barberry *(Berberis nevinii)*	Endangered	Final designated	

Critical habitats that lie within your project area

There are no critical habitats within your project area.

APPENDIX D

Air Quality Modeling

Table D-1. Construction Equipment Use

Equipment Type	Number of Units	Days on Site	Hours Per Day	Operating Hours
Excavators	2	260	4	2,080
Plate Compactors	2	260	4	2,080
Trenchers	2	260	8	4,160
Cement Mixers	2	260	4	2,080
Generator Sets	1	260	4	1,040
Loaders/Backhoes	2	260	7	3,640
Pavers	1	58	8	464
Paving Equipment	1	58	8	464

Table D-2. Construction Equipment Emission Factors (lbs/hour)

Equipment	CO	NOx	VOC	SOx	PM10
Excavators	0.5828	1.3249	0.1695	0.0013	0.072
Plate Compactors	0.0263	0.0328	0.0052	0.0001	0.002
Trenchers	0.508	0.8237	0.1851	0.0007	0.068
Cement Mixers	0.0447	0.0658	0.0113	0.0001	0.004
Generator Sets	0.3461	0.698	0.1075	0.0007	0.04
Loaders/Backhoes	0.4063	0.7746	0.1204	0.0008	0.059
Pavers	0.5874	1.0796	0.1963	0.0009	0.076
Paving Equipment	0.0532	0.1061	0.0166	0.0002	0.006

Table D-3. Construction Equipment Emissions (tons)

Equipment	CO	NOx	VOC	SOx	PM10
Excavators	0.606112	1.377896	0.17628	0.001352	0.07560
Plate Compactors	0.027352	0.034112	0.005408	0.000104	0.00218
Trenchers	1.05664	1.713296	0.385008	0.001456	0.14310
Cement Mixers	0.046488	0.068432	0.011752	0.000104	0.00457
Generator Sets	0.211276	0.402792	0.062608	0.000416	0.03114
Loaders/Backhoes	0.739466	1.409772	0.219128	0.001456	0.10901
Pavers	0.1362768	0.2504672	0.0455416	0.0002088	0.01784
Paving Equipment	0.0123424	0.0246152	0.0038512	0.0000464	0.001461
Total	**2.8359532**	**5.2813824**	**0.9095768**	**0.0051432**	**0.384940**

Table D-4. Emissions from Delivery of Equipment and Supplies

Number of Deliveries (per day)	4
Number of Trips (per delivery)	2

Table D-5. Particulates from Surface Disturbance

TSP Emissions	37.4 lb/acre				
PM10/TSP	0.45				
PM2.5/PM10	0.15				
Period of Disturbance	260 days				
Capture Fraction	0.5				
Building/Facility	**Area [acres]**	**TSP [lbs]**	**PM10 [lbs]**	**PM10 [tons]**	**PM2.5 [lb**
All Facilities	2.3	11,183	5,032	2.516085	1,67
Total	**2.3**	**11182.6**	**5032.17**	**2.516085**	**1677.3**

Table D-6. Emissions from Construction Worker Commutes

Number of Workers	30				
Number of Trips (per worker per day)	2				
Miles Per Trip	50				
Days of Construction	260				
Total Miles	780,000				
Pollutant	**CO**	**NOx**	**VOC**	**SOx**	**PM10**
Emission Factor (lbs/mile)	1.10E-02	1.10E-03	1.10E-03	1.10E-05	8.50E-0
Total Emissions (lbs)	8,580	858	858	9	6
Total Emissions (tons)	**4.29**	**0.429**	**0.429**	**0.00429**	**0.0331**

Table D-7. Total Construction Emissions (tons)

Activity/Source	**CO**	**NOx**	**VOC**	**SOx**	**PM10**
Heavy Equipment	2.8359532	5.2813824	0.9095768	0.0051432	0.38494C
Delivery of Equipment	1.144	1.248	0.156	0.001352	0.0447
Surface Disturbance	0	0	0	0	2.51608
Worker Commutes	4.29	0.429	0.429	0.00429	0.0331
Total Emissions	**8.2699532**	**6.9583824**	**1.4945768**	**0.0107852**	**2.978895**
***de minimis* (tons per year) (attainment/non-attainment or maintenance)**	100/50	100/50	100/50	100/50	100/50
Exceeds *de minimis* threshold?	No	No	No	No	No
Years of construction to exceed de minimis threshold	12.09196686	14.37115615	66.90857238	9271.965286	33.5694

Exhibit "B"
Mitigation Monitoring and Reporting Program

Garvey Avenue Grade Separation Drainage Improvement Project
Mitigation Monitoring and Reporting

Mitigation Measure		Implementation Party	Implementation Phase	Monitored By	Outside Agency Coordination
AIR-1	1. City of El Monte and its designees shall comply with all applicable SCAQMD Rules and Regulations, including Rule 403 ensuring the cleanup of construction-related dirt on approach routes to the site. Rule 403 prohibits the release of fugitive dust emissions from any active operation, open storage pile or disturbed surface area visible beyond the property line of the emission source. 2. City of El Monte and its designees shall comply with all SCAQMD established minimum requirements for construction activities to reduce fugitive dust and PM_{10} emissions. 3. Adequate water techniques shall be employed to mitigate the impact of construction-related dust particulates. Portions of the site that are undergoing surface earth moving operations shall be dewatered such that a crust will be formed on the ground surface, and then watered again at the end of each day. Site watering shall be performed as necessary to mitigate blowing dust. 4. Grading operations shall be suspended during first stage ozone episodes or when winds exceed 25 mph. A high wind response plan shall be formulated	City of El Monte	Construction	City of El Monte	N/A

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
	Mitigation Measure	**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	for enhanced dust control if winds are forecast to exceed 25 mph in any upcoming 24-hour period. 5. Any construction equipment using direct internal combustion engines shall use a diesel fuel with a maximum of 0.05 percent sulfur and four-degree retard. 6. Construction operations affecting roadways within the project area including detour routes, shall be scheduled by implementing traffic hours and shall minimize obstruction of through traffic lanes. 7. The engines of idling trucks or heavy equipment shall be turned off if the expected duration of idling exceeds five minutes. 8. On-site heavy equipment used during grading and construction shall be equipped with diesel particulate filters unless it is demonstrated that such equipment is not available, or its use is not cost-competitive. 9. All haul trucks leaving or entering the site shall be covered or have at least two feet of freeboard.				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	10. Any on-site stockpiles of debris, dirt or other dusty material shall be covered or watered twice daily. 11. Any site access points within 30 minutes of any visible dirt deposition on any public right-of-way shall be mechanically or manually swept.				
BIO-1	Prior to ground-disturbing activities in areas that could support sensitive biological resources, a habitat assessment shall be conducted by a qualified biologist to determine the potential for special-status wildlife species to occur within affected areas, including areas directly or indirectly impacted by construction or operation of the BMPs. If a special-status wildlife species if found, pre-construction surveys of proposed work zones should be conducted 14 days prior to construction. Areas, including construction areas, staging areas, and right-of-ways, should be staked, flagged, fenced, or otherwise clearly delineated to restrict the limits of construction to the minimum necessary near areas that may support special-status wildlife species with special-status wildlife species; if avoidance is not possible, the City of El Monte should consult with the appropriate regulating agency (USACE/USFWS/CDFW) to determine a strategy for compliance with the Endangered Species Act,	City of El Monte	Pre-Construction	City of El Monte	United States Army Corps of Engineers United States Fish and Wildlife Service California Department of Fish and Wildlife

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	California Fish and Wildlife Code, or other regulations supporting special-status species. The City of El Monte will work together with those regulating agencies to determine appropriate impact minimization measures and compensation for any permanent impacts due to the Project.				
BIO-2	To protect nesting birds that may occur on site or adjacent to the Project boundary, no construction shall occur from February 1 through September 15, as early as January 1 for some raptors, unless a qualified biologist completes a survey for nesting bird activity within a 500-foot radius of the construction site. The nesting bird surveys shall be conducted at appropriate nesting times and concentrate on potential roosting or perch sites. The City of El Monte should require surveys be conducted by a qualified biologist no more than 7 days prior to the beginning of any Project-related activity likely to impact raptors and migratory songbirds, for the entire Project site. If Project activities are delayed or suspended for more than 7 days during the breeding season, the surveys shall be repeated. If nesting raptors and migratory songbirds are identified, the following minimum no-disturbance buffers shall be implemented: 300 feet around active passerine (perching birds and songbirds) nests, 500 feet around active	City of El Monte	Pre-Construction	City of El Monte	California Department of Fish and Wildlife

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	non-listed raptor nests and 0.5 mile around active listed bird nests. These buffers shall be maintained until the breeding season has ended or until a qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival. Any sensitive and special status species data documented by the Project shall be submitted to the California Natural Diversity Database with all applicable data fields filled out. The City of El Monte and/or a designee will notify the CDFW once submitted.				
BIO-3	The Project shall implement BMPs to prevent erosion and the discharge of sediment and pollutants into drainages during Project activities. BMPs shall be monitored and repaired, if necessary, to ensure maximum erosion, sediment, and pollution control. The Project proponent shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or	City of El Monte	Construction	City of El Monte	N/A

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	coconut (coir) fiber, or other products without welded weaves.				
CUL-1	If previously unidentified cultural resources and/or tribal cultural resources are unearthed during ground activity, all work shall immediately be suspended within 100 feet of the discovery and the City shall be immediately notified. A qualified archaeologist and a Native American monitor shall assess the significance of the find and determine if it is a California Register of Historic Resource (CRHR)-eligible archaeological resource and/or tribal cultural resource. If the qualified archaeologist determines that adverse impacts to tribal cultural resources or significant archaeological resources could occur during the Project, then the resources shall be avoided from direct Project impacts by Project redesign, if feasible. If the resource cannot be avoided, then an archaeological treatment plan shall be developed and implemented.	City of El Monte	Construction	City of El Monte	Native American Heritage Commission
CUL-2	➢ In compliance with Section 5097.98 of the Public Resources Code and Section 7050.5 of the California Health and Safety Code, if human remains are encountered, all ground disturbing activities shall be immediately suspended within 100 feet of the discovery, and the Los Angeles County Coroner should be	City of El Monte	Construction	City of El Monte	Native American Heritage Commission Los Angeles County Coroner

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	notified immediately. If the Coroner determines the remains are Native American in origin, they must notify the Native American Heritage Commission within 24 hours of such identification so that the Native American Heritage Commission can contact the Most Likely Descendant (MLD). The MLD shall be provided access to the discovery and will provide recommendations for treatment of the remains within 48 hours of accessing the discovery site. Disposition of human remains and any associated grave goods, if encountered, shall be treated in accordance with procedures and requirements set forth in Sections 5097.94 and 5097.98 of the Public Resources Code; Section 7050.5 of the California Health and Safety Code and CEQA Guidelines Section 15064.5.				
GEO-1	The following mitigation measures should be implemented during the construction phase of the Project: ➢ Materials and construction of pavements for the project should be in accordance with the requirements and specifications of the State of California Department of	City of El Monte	Construction	City of El Monte	N/A

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	Transportation, or other approved local governing specifications. ➢ Base course or pavement materials should not be placed when the surface is wet. Surface drainage should be provided away from the edge of paved areas to minimize lateral moisture transmission into the subgrade. ➢ Preventative maintenance should be planned and provided for through an on-going pavement management program in order to enhance future pavement performance. This consists of both localized maintenance (e.g. crack sealing and patching) and global maintenance (e.g. surface sealing). Preventative maintenance is usually the first priority when implementing a planned pavement maintenance program and provides the highest return on investment for pavements. ➢ Earthwork portion of this project be completed during extended periods of dry weather, when possible.				
GEO-2	The following mitigation measures should be implemented during the earthwork/excavation phase of the Project:	City of El Monte	Construction	City of El Monte	N/A

Garvey Avenue Grade Separation Drainage Improvement Project
Mitigation Monitoring and Reporting

Mitigation Measure		Implementation Party	Implementation Phase	Monitored By	Outside Agency Coordination
	➢ It is anticipated that excavations for the proposed construction can be accomplished with conventional earthmoving equipment. On-site silt soils may slump and unstable subgrade conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. The use of light construction equipment would aid in reducing subgrade disturbance. The use of remotely operated equipment, such as a backhoe, would be beneficial to perform cuts and reduce subgrade disturbance. Should unstable subgrade conditions develop stabilization measures will need to be employed. ➢ If the subgrade slumps or becomes unworkable, the subgrade material may be improved by scarifying and drying or may be removed and replaced if necessary. Suitable methods of stabilization will be dependent upon factors such as schedule, weather, size of area to be stabilized, and the nature of the instability. If the construction schedule does not allow for drying by				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
	Mitigation Measure	**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	aeration, silt soils may be stabilized using geo-synthetic or geogrid materials and coarse aggregate materials. ➢ Upon completion of filling and grading, care should be taken to maintain the subgrade moisture content prior to construction of pavements. Construction traffic over the completed subgrade should be avoided to the extent practical. If the subgrade should become desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompacted prior to pavement construction. The earthwork portion of this project be completed during extended periods of dry weather if possible. If earthwork is completed during the wet season (typically November through March) it may be necessary to take extra precautionary measures to protect subgrade soils. Wet season earthwork may require additional mitigation measures beyond that which would be expected during the drier summer and fall months. This could include diversion of surface runoff around exposed soils and draining of ponded water on the site. Once subgrades are established, it may be necessary				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	to protect the exposed subgrade soils from construction traffic.				
HZ-1	The construction contractor shall provide reasonable, advance notification to service providers such as fire, police, and emergency medical services regarding lane closures or traffic control plans.	City of El Monte	Pre-Construction	City of El Monte	Fire, Policy, and Emergency Medical Services
NOISE-1	The City of El Monte and their designees shall implement the following measures during construction as needed: ➢ Include design measures necessary to reduce the construction noise levels where feasible. These measures may include noise barriers, curtains, or shields. ➢ Place noise-generating construction activities (e.g., operation of compressors and generators, cement mixing, general truck idling) as far as possible from the nearest noise-sensitive land uses. ➢ Locate stationary construction noise sources as far from adjacent noise-sensitive receptors as possible. ➢ Identify a liaison for off-site sensitive receptors, such as residents and property owners, to contact with	City of El Monte	Construction	City of El Monte	N/A

Garvey Avenue Grade Separation Drainage Improvement Project
Mitigation Monitoring and Reporting

Mitigation Measure		Implementation Party	Implementation Phase	Monitored By	Outside Agency Coordination
	concerns regarding construction noise and vibration. The liaison's telephone number(s) shall be prominently displayed at construction locations. ➢ Notify, in writing, all landowners, occupants of properties adjacent to the construction area, and nearby sensitive receptors of the anticipated construction schedule at least 2 weeks prior to groundbreaking. ➢ Prepare visible signs indicating "Noise Control Zone." ➢ Use noise-control devices that meet original specifications and performance. ➢ To the extent practical, use electrically-powered equipment. ➢ Implement temporary noise barriers and sound-control curtains where project activity is unavoidably close to noise-sensitive receivers. In particular, noise barriers of 8 feet and 12 feet tall should be established around work sites to remove noise impacts from the different construction operation areas. The construction contractor should regularly evaluate the noise level at nearby sensitive receptors to ensure noise levels				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
	Mitigation Measure	**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	are not in exceedance. If so, the following noise barrier measures should also be incorporated: ▪ Break line of sight from noise source to receiver ▪ Use a frame to secure an appropriate acoustic blanket or paneling ▪ Use a solid material with a minimum surface density of 3 lb/ft^2 or mass-loaded acoustic blankets with at least STC 25 ▪ Overlap or seal any gaps in the barriers ➢ Designate haul routes to be used based on the least overall noise impact route, with heavily-loaded trucks away from residential streets, if possible. Identify haul routes streets with the fewest noise sensitive receivers if no alternatives are available. ➢ Place earth-moving equipment, fixed noise-generating equipment, stockpiles, staging areas, and other noise-producing operations as far as practicable from noise-sensitive receivers.				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	➢ Eliminate the use of horns, whistles, alarms, and bells. ➢ Phase demolition, earth moving, and ground impacting operations so they do not occur in the same time period. ➢ In the case of nighttime construction, the contractor shall comply with the provisions of the nighttime noise variance issued by the City. ➢ Conduct periodic noise measurements in accordance with an approved noise monitoring plan, specifying monitoring locations, equipment, procedures, and schedule of measurements and reporting methods to be used.				
NOISE-2	To prevent impacts from vibrations, the City of El Monte and their designees should implement the following measures as needed: ➢ Pre-construction Survey - A before and after survey should include inspecting building foundations and taking photographs (or installing crack monitors) of pre-existing conditions, cracks, or other flaws. The survey can be limited to buildings closest to the pile	City of El Monte	Construction	City of El Monte	N/A

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	driving activities, except for the case of unusually fragile or historic structures that are located within approximately 200 feet of construction.				
NOISE-3	To prevent impacts from vibrations, large vibration producing equipment should be placed as far as is feasible from sensitive receptors. Furthermore, the City of El Monte and their designees should implement the following measures as needed: ➢ Pre-construction Survey - A before and after survey should include inspecting building foundations and taking photographs (or installing crack monitors) of pre-existing conditions, cracks, or other flaws. The survey can be limited to buildings closest to the pile driving activities, except for the case of unusually fragile or historic structures that are located within approximately 200 feet of construction. ➢ Sonic Pile Driving - At the upper range reference vibration for the sonic/vibratory pile driver, the risk for damage to nearby buildings begins when the equipment is 32 feet or closer to the	City of El Monte	Construction	City of El Monte	N/A

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	structure. The nearest piling is expected to be 20 feet from the closest structure, so vibration limit exceedances would remain with use of a vibratory pile driver. ➢ Drilled Piles - Noise emission levels from bored/drilled pilling methods are approximately 15 dB lower and PPV levels may be more than 15 times lower than those due to traditional impact piling. The use of these methods will eliminate the vibration impacts of all receivers. These methods will also substantially reduce the noise impacts and in most cases they will also be eliminated, with the use of a suitable noise barrier. ➢ Hammer Energy - A recommended way to reduce PPV is to lower the hammer energy since there is a direct relationship between hammer energy and the resultant ground vibration. Ground PPV generally follows a square root relationship with hammer energy (i.e. PPV ~ √Hammer Energy). The degree of hammer energy reduction must be balanced against the likelihood/severity				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	of expected exceedances, increase in total driving time, and ability to drive to required friction tolerances. Vibration Monitoring - It is recommended that vibration monitoring be conducted at any building where equipment is operating closer than the limits noted in **Table 3-4** of the IS/MND.				
PS-1	The City shall provide reasonable advance notification to service providers such as fire, police, and emergency medical services as well as to local businesses, homeowners, and other residents adjacent to and within areas potentially affected by the proposed Project about the nature, extent, and duration of construction activities. Interim updates should be provided to inform the public of the status of the construction activities.	City of El Monte	Pre-Construction	City of El Monte	Fire, Police, and Emergency Medical Services
PS-2	Any disruptions to water services will be coordinated with the Los Angeles County Fire Department and alternate water sources will be provided for fire protection during such disruptions.	City of El Monte	Construction	City of El Monte	Los Angeles County Fire Department
PS-3	The City will prepare a detour plan to route traffic around the construction site if there are any road closures proposed on Garvey Avenue. Advance signage shall be provided to motorists to notify the proposed closures and with	City of El Monte	Pre-Construction	City of El Monte	N/A

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	associated dates and detour routes shall be marked.				
PS-4	Local access shall be provided to all business and residences during construction.	City of El Monte	Construction	City of El Monte	N/A
TRAF-1	Because the project will affect a major arterial road, the Project shall require that contractors prepare a construction traffic control plan. Elements of the plan should include, but are not necessarily limited to, the following: ➢ Develop circulation and detour plans to minimize impacts to local street circulation. Use haul routes minimizing truck traffic on local roadways to the extent possible. ➢ To the extent feasible, and as needed to avoid adverse impacts on traffic flow, schedule truck trips outside of peak morning and evening commute hours. ➢ Install traffic control devices as specified in Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones where needed to maintain safe driving conditions. Use flaggers and/or signage to safely direct traffic through construction work zones.	City of El Monte	Construction	City of El Monte	N/A

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	➢ Coordinate with facility owners or administrators of sensitive land uses such as police and fire stations, hospitals, and schools. Provide advance notification to the facility owner or operator of the timing, location, and duration of construction activities.				
TRAF-2	The Contractor will notify local Police and Fire Departments in its intent to close Garvey Avenue or lane closure at least ten (10) days before Work is to begin. The Contractor shall cooperate with local authorities relative to handling traffic through the area. The Contractor shall also coordinate with City Bus to ensure the safe operation of buses and access to bus stops in the construction area. In particular, the Contractor will notify the County of Los Angeles Fire Department Battalion Headquarters, Fire Station 47, 5967 N. Kauffman Avenue, Temple City, CA 91780-2234 (626-287-9521) ten days before Work is to begin and will provide 3 sets of alternate routes (detour) plans, with a tentative schedule of planned road and lane closures.	City of El Monte	Construction	City of El Monte	Los Angeles County Sheriff's Department County of Los Angeles Fire Department Battallion Headquarters, Fire Station 47
TRAF-3	Transportation of heavy construction equipment and/or materials which requires use of oversized-transport vehicles on State highways will need a Caltrans transportation permit. The project	City of El Monte	Construction	City of El Monte	California Department of Transportation

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	specifications will limit construction traffic to off-peak periods to minimize the potential impact on State facilities. If construction traffic is expected to cause delays on any State facilities, a construction traffic control plan detailing these delays shall be submitted for Caltrans' review.				
TCR-1	Retain a Native American Monitor 30 Days Prior to Commencement of Ground-Disturbing Activities ➢ The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.	City of El Monte	Pre-Construction	City of El Monte	Gabrieleño Band of Mission Indians – Kizh Nation

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
	Mitigation Measure	**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	➢ A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. ➢ The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
	Mitigation Measure	**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	➢ On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs. ➢ Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	Tribe deems appropriate, including for educational, cultural and/or historic purposes.				
TCR-2	Unanticipated Discovery of Human Remains and Associated Funerary Objects ➢ Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. ➢ If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If	City of El Monte	Construction	City of El Monte	Gabrieleño Band of Mission Indians – Kizh Nation

Garvey Avenue Grade Separation Drainage Improvement Project
Mitigation Monitoring and Reporting

Mitigation Measure		Implementation Party	Implementation Phase	Monitored By	Outside Agency Coordination
	the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed. ➢ Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). ➢ Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
	Mitigation Measure	**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	➢ Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes. ➢ Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.				
TCR-3	Procedures for Burials and Funerary Remains ➢ As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation	City of El Monte	Construction	City of El Monte	Gabrieleño Band of Mission Indians – Kizh Nation

Garvey Avenue Grade Separation Drainage Improvement Project
Mitigation Monitoring and Reporting

Mitigation Measure		Implementation Party	Implementation Phase	Monitored By	Outside Agency Coordination
	of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains. ➢ If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created. ➢ The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
	Mitigation Measure	**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	➢ In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed. ➢ In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects. ➢ Each occurrence of human remains and associated funerary objects will be				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
	Mitigation Measure	**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered. ➢ The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does				

Garvey Avenue Grade Separation Drainage Improvement Project Mitigation Monitoring and Reporting					
Mitigation Measure		**Implementation Party**	**Implementation Phase**	**Monitored By**	**Outside Agency Coordination**
	NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.				

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 7, 2021

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

Dear Mayor and City Council:

A PUBLIC HEARING TO CONSIDER AND APPROVE AN URGENCY ORDINANCE AMENDING CHAPTERS 17.04 (DEFINITIONS) AND 17.06 (GENERAL REGULATIONS) OF TITLE 17 (ZONING) OF THE EL MONTE MUNICIPAL CODE (EMMC), REGARDING URBAN DWELLINGS AND URBAN LOT SPLITS, TO CONFORM WITH CALIFORNIA SENATE BILL NO. 9

IT IS RECOMMENDED THAT THE CITY COUNCIL:

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

BACKGROUND AND PURPOSE

California Senate Bill No. 9 ("SB 9") was introduced by State Senator Toni Atkins on December 7, 2020. After much discussion and debate, SB 9 was approved by the State Assembly on August 26, 2021 and the State Senate on August 30, 2021. It was subsequently approved and signed into law by Governor Gavin Newsom on September 16, 2021. The Bill will become effective on January 1, 2022 and has the potential to dramatically alter the way single-family zoning districts are regulated throughout the State. Proponents of SB 9 believe it will encourage the construction of badly needed housing. However, the League of California Cities and many local agencies strongly opposed SB 9. Concerns raised include how it will not guarantee the construction of affordable housing and will not provide housing in a manner that supports local flexibility, decision-making and community input.

Summary of SB 9

At its core, SB 9 will require local agencies to ministerially approve up to two (2) residential units on properties currently zoned for a single-family residence. In addition, it will require local agencies to ministerially approve an urban dwelling lot split of one (1) single-family parcel into two (2) parcels of approximately equal size. Local agencies must ministerially approve up to two (2) residential units on each parcel, resulting with four (4) units on a parcel originally designated for only one (1) single-family dwelling. Each dwelling is allowed to be at least 800 square feet in area.

SB 9 also reduces parking requirements to a maximum of one (1) parking space per dwelling. However, if a dwelling is within a one-half (½) mile walking distance of a High Transit Corridor (such as portions of Valley Boulevard, Garvey Avenue and Ramona Boulevard) or Major Transit Stop (such as the intersection of Ramona Boulevard and Peck Road), no parking can be required. The logic behind not requiring parking is that urban dwelling residents will be more likely to forgo having a vehicle and use transit for all their needs. SB 9 also allows interior side yard and rear yard setbacks of four (4) feet (the City's Zoning Code requires interior side yards of five (5) feet and rear yards of 20 feet).

Local agencies are permitted to adopt some objective zoning, subdivision and design review standards. Examples include building heights, front yard setbacks, lot configuration, driveway locations, open space requirements and doorway entrances. However, such standards shall not physically preclude the ability of a property owner to develop two (2) or four (4) units (if an urban lot split is proposed) of at least 800 square feet each. Objective is defined as a standard that involves no personal or subjective judgement and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the application and City staff.

Refer to Attachment 2 for the full legislative text of Senate Bill No. 9.

Recommended Action

Staff held a Study Session with the Planning Commission on November 23, 2021 and incorporated its comments into the proposed Ordinance. Staff is recommending to add two (2) new Sections of Title 17 (Zoning) of the El Monte Municipal Code (EMMC). The first will focus on urban dwellings and the second will focus on urban lot splits. Staff is also requesting the Ordinance be approved as an Urgency Ordinance (see Attachment 1), to have objective standards in place prior to January 1, 2022. The City is currently in the middle of completing a comprehensive update of the City's Zoning Code. Any additional refinements may be incorporated as part of that update, which is anticipated to be presented to the City Council in March 2022.

PROPOSED ORDINANCE – URBAN DWELLINGS

Below is a summary of staff's proposed development standards for urban dwellings:

- Permitted Zones: Property must be zoned One-Family Dwelling (R-1A or R-1B).
- Application: A Zoning Clearance shall be required for an urban dwelling.
- Maximum Number of Urban Dwellings:
  - If the property is developed with a primary single-family dwelling: one (1);
  - If the property is vacant or proposed to be vacant: two (2); and
  - If the property is already developed with two (2) or more dwellings, multiple-family dwellings, an Accessory Dwelling Unit (ADU) and/or a Junior ADU: none.
- Maximum Dwelling Size: 800 square feet for each urban dwelling.
- Maximum Building Height: One (1) story and 16 feet.
- Minimum Setbacks: Front and street side yard shall be that of the underlying zone. Interior side and rear yard may be four (4) feet.
- Parking: Minimum one (1) tandem open space per dwelling. However, no parking shall be required if the property is within one-half (½) mile walking distance of a High Transit Corridor (as defined in Section 21155(b) of the Public Resources Code) or a Major Transit Stop (as defined in Section 21064.3 of the Public Resources Code).
- Lot Coverage and Floor Area Ratio (FAR): The roofed area of an urban dwelling shall be included in the maximum lot coverage and the square footage of an urban dwelling shall be included in the FAR limits of the underlying zone.
- Private Open Space: A minimum of 200 square feet per urban dwelling shall be required in the R-1A zone. A minimum of 300 square feet per urban dwelling per urban dwelling shall be required in the R-1B zone.
- Design Standards:
  - Exteriors – The urban dwelling's exterior shall be compatible with all other structures on the property in terms of architectural style, building forms, materials used, color, exterior finishes, roof forms and style of windows/door;
  - Entrances – For properties developed with one (1) urban dwelling: its entrance shall not be visible from the street; for properties developed with two (2) urban dwellings: only one (1) entrance shall be visible from the street; and
  - Street elevation, materials and colors – Must include projections and/or insets, a variety of materials and color.
- Impact Fees and Utilities: Impact fees shall be charged at the single-family rate for all net new units. This includes fees for parkland, traffic, water, sewer, etc. If the City were to adopt an Inclusionary Housing Ordinance, all net new units will be subject to the Ordinance.

- Limitations:
  - Cannot demolish existing housing if it has been occupied by a tenant in the past three (3) years.
  - For all other housing, a maximum 25 percent of the exterior walls may be demolished or altered.
- Allowances:
  - If the property is developed with one (1) primary single-family dwelling that is proposed to remain, the City shall approve an urban dwelling of up to 800 square feet.
  - If the property is vacant and two (2) urban dwellings are proposed, the City shall approve an average size of 800 square feet for each urban dwelling (i.e. 1,600 square feet total).
  - If the above cannot be accommodated because of property constraints, the City shall provide relief to the development standards (without requiring a Variance or Modification), in the following descending order:
    - Maximum FAR for the property;
    - Maximum lot coverage for the property;
    - Required parking may be unenclosed;
    - Height may be increased to two (2) stories and 25 feet;
    - Required open space may be reduced or eliminated;
    - Required parking may be reduced or eliminated;
    - Additional square footage may be provided through a fully subterranean floor (with exception to meeting Building and Los Angeles County Fire requirements); and
    - Additional standards as deemed appropriate by the Community and Economic Development Director.

PROPOSED ORDINANCE – URBAN LOT SPLITS

Below is a summary of staff's proposed standards for urban lot splits:

- Permitted Zones: Property shall be zoned One-Family Dwelling (R-1A or R-1B).
- Application: A Tentative Parcel Map shall be required for an urban lot split. However, it shall be approved by the Community and Economic Development Director. In addition, the City shall not require any dedication of right-of-way, construction of offsite improvements or corrections of any zoning violations.
- Number and Size of Parcels: Through the urban lot split process, an existing lot may be split into two (2) parcels. One (1) parcel shall be no smaller than 40 percent of the total area of the original parcel proposed for subdivision.
- Parcel Configuration: The parcel line splitting the lot shall be parallel to the street (i.e. a straight line). This means there will be a front parcel and a rear parcel. The size of the front parcel shall be equal or greater than the rear parcel.
- Driveways: Only one driveway shall be permitted. An access easement shall be

recorded providing the rear parcel with street access. If the rear parcel abuts an alley, then an access easement shall not be required.

- Owner Occupancy: The applicant shall sign an affidavit stating that he or she intends to occupy one (1) of the urban dwellings as his or her principal residence for a minimum of three (3) years from the date of approval.
- Limitations:
  - Cannot demolish or alter existing housing if it has been occupied by a tenant in the past three (3) years;
  - Neither the owner or any person acting in concert with the owner of the parcel being subdivided may subdivide an adjacent parcel using an urban lot split; and
  - Any new housing construction on either property shall be limited to urban dwellings.

ENVIRONMENTAL REVIEW AND PUBLIC NOTICE

The proposed Urgency Ordinance is not subject to the California Environmental Quality Act (CEQA). The Bill states than an Ordinance adopted to implement the rules of SB 9 is not considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

FISCAL IMPACT

Staff is proposing to require all proposed urban dwellings be subject to existing impact fees. Staff also proposes to collect all application and permitting fees to cover staff time. It is unclear what the long term impact of developing urban dwellings will be on City revenues and service costs (e.g. the construction of urban dwellings may increase property tax revenues but may also impact roadways by generative more traffic in single-family neighborhoods).

CONCLUSION

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

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

JASON C. MIKAELIAN, AICP
Community and Economic Development Deputy Director

Attachments:

1. Proposed Urgency Ordinance
2. Full Text of Senate Bill No. 9

DATE: DECEMBER 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

PROPOSED URGENCY ORDINANCE

URGENCY ORDINANCE NO. _____

AN URGENCY ORDINANCE AMENDING CHAPTERS 17.04 (DEFINITIONS) AND 17.06 (GENERAL REGULATIONS) OF TITLE 17 (ZONING) OF THE EL MONTE MUNICIPAL CODE (EMMC), REGARDING URBAN DWELLINGS AND URBAN LOT SPLITS, TO CONFORM WITH CALIFORNIA SENATE BILL NO. 9

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

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

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

WHEREAS, in September 2021, the Governor signed Senate Bill No. 9 as part of an effort to augment the state's limited housing supply;

WHEREAS, local ordinances, such as the City's, that are not compliant with the new state provisions are null and void as of January 1, 2022, after which time such jurisdictions must apply the standards in Government Code Sections 65852.21 and 66411.7 until a compliant local ordinance is adopted;

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

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

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

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

SECTION 2. Urgency Findings.

A. Since the City does not currently have development standards for urban dwelings or urban lot splits, the City is allowed only to ministerially permit urban dwellings and urban lot splits in accordance with the minimal standards outlined in the State Government Code.

B. The reliance on such minimal state law standards without the adoption of permitted local City regulations would enable the ministerial allowance of urban dwellings and urban lot splits that may be detrimental to surrounding residences.

C. The expeditious adoption of development standards for urban dwellings and urban lot splits through this Urgency Ordinance would ensure both compliance with Senate Bill No. 9 and the implementation of local health and safety standards addressing health and safety concerns created by urban dwellings and urban lot splits.

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

"Urban dwelling" means a single-family dwelling that is either added to a property with an existing primary single-family dwelling, or is two (2) new dwellings added to a property that is vacant or proposed to be vacant, as outlined per Senate Bill No. 9 (January 1, 2022, Atkins) and California Government Code Section 65852.21. The dwellings may be attached or detached. Cities may require objective zoning and design standards, to ensure the character of the single-family neighborhood is preserved.

SECTION 4. The definition of "urban lot split" as set forth in Section 17.04.020 (Definitions) of Chapter 17.04 (Definitions) of Title 17 (Zoning) of the El Monte Municipal Code is hereby amended by the addition of the following definition:

"Urban lot split" means taking one (1) legally established lot or parcel on land zoned for one-family residential uses into two (2) lots or parcels of relatively equal size as outlined per Senate Bill No. 9 (January 1, 2022, Atkins) and California Government Code Section 66411.7. While the action will still require the approval of a tentative parcel map, it must be approved ministerially and cannot require any dedications or off-site improvements. Cities may require objective subdivision standards, to ensure the character of the single-family neighborhood is preserved.

SECTION 5. Add Section 17.06.0166 (Urban Dwellings) of Chapter 17.04 (General Regulations) of Title 17 of the El Monte Municipal Code is hereby added to read as follows:

17.06.166 – Urban Dwellings.

A. Purpose. The urban dwelling regulations set forth in this Section are established to comply with the state standards and requirements set forth in Section 65852.21 of the California Government Code and other applicable state laws. All provisions set forth in this Section shall be subject to the applicable preemptive limitations set forth in Section 65852.21 of the California Government Code, unless stated otherwise.

B. Applications:

1. An urban dwelling submitted separately. The City shall ministerially, and without discretionary review or a hearing, act on the application to create an urban dwelling. If the property is vacant and two (2) urban dwellings are proposed, they shall be submitted as one (1) application.
2. An urban dwelling submitted with new primary single-family dwelling. The City may delay acting on the application for the urban dwelling until the City acts on the application to create the new primary single-family dwelling. However, the application for the urban dwelling shall still be considered without discretionary review or hearing.
3. One (1) or two (2) urban dwellings submitted as part of an urban lot split (as outlined per Section 17.110.520 of this Chapter). The City shall act on the urban lot split at the same time or before acting on the application for the urban dwelling(s). However, the applications for the urban lot split and urban dwelling(s) shall still be considered without discretionary review or hearing.
4. An urban dwelling shall be subject to a Zoning Clearance review as outlined in Chapter 17.120 (Zoning Clearance) of this Title. The application shall clearly state the Zoning Clearance is for an urban dwelling.

C. Permitted Zones. Urban dwellings shall only be permitted in One-Family Dwelling (R-1A or R-1B) zoning districts.

D. Development Standards: Table 17.110-3 below prescribes the land use regulations for urban dwellings:

Table 17.110-3 – Development Standards – Urban Dwellings

Development Standard	Existing or Proposed Primary Single-family Dwelling		Existing Vacant or Proposed Vacant Parcel
Maximum number of urban dwelling[1]	One (1) permitted	One (1) permitted	Two (2) permitted
Configuration	Attached[2]	Detached	Attached or detached
Maximum unit size	800 sq. ft.	800 sq. ft.	800 sq. ft. each
Building height	Underlying R zone	Maximum one (1) story and 16 ft.	
Building separation	None	Minimum 10 ft.	

[1] If the property is developed with two (2) or more single-family, multiple-family dwellings, an Accessory Dwelling Unit (ADU) or Junior ADU, no urban dwelling(s) shall be permitted.

[2] Attached shall mean the urban dwelling shares a wall with the existing or proposed primary single-family dwelling, with both sides of the wall being habitable space. An urban dwelling shall not be connected to an existing or proposed primary single-family dwelling solely by a patio cover, breezeway or similar roofed area.

Minimum setbacks	Underlying R zone	Front: 50% of the parcel depth or 50 ft, whichever is less. Street side: underlying zone Interior side & rear: 4 ft.	Front & street side: underlying zone Interior side & rear: 4 ft.
Minimum Parking	Primary dwelling: underlying zone Urban dwelling: • One (1) tandem open space per urban dwelling. • No parking if property within 0.5 miles walking of a High Transit Corridor or Major Transit Stop[3], or within one (1) block of a car share vehicle location. If no on-site parking is proposed as permissible in this table, the property owner shall submit all necessary documentation to confirm compliance with one of the circumstances. If the City were to implement limitations on overnight parking, none of the dwellings shall be eligible for overnight parking permits.		
Driveways	If the property has one (1) existing driveway, a second driveway shall not be permitted, unless the second driveway is accessed from an alley. If the property has two (2) existing driveways, the second driveway may remain.		Limited to one (1) driveway
Minimum private open space for each urban dwelling	200 sq. ft. Minimum dimension of ten (10) ft. in each direction.		R-1A zone: 200 sq. ft. R-1B zone: 300 sq. ft. Minimum dimensions of ten (10) ft. in each direction.
Lot coverage and Floor Area Ratio (FAR)	The roofed area of an urban dwelling shall be included in the maximum lot coverage and the square footage of an urban dwelling shall be included in the FAR limits of the underlying zone.		

E. Design Standards – Primary Single-family Dwelling and one (1) Urban Dwelling:

1. Exterior. The urban dwelling's exterior design shall be compatible with all other structures on the property in terms of architectural style, building forms, materials used, color, exterior finishes, roof forms, and style of windows/doors.
2. Street elevations. The urban dwelling's elevations that are visible from the public right-of-way must provide windows or other architectural features that are compatible with the existing primary single-family dwelling.
3. Entrances:
    i. For an attached urban dwelling, the entrance shall be located on the side or rear of the primary single-family dwelling. The entrance shall not face the

[3] High Quality Transit Corridor as defined in Section 21155(b) of the Public Resources Code; Major Transit Stop as defined in Section 21064.3 of the Public Resources Code.

front yard or street side yard (for corner properties). In addition, there shall be no exterior staircase leading to or from an urban dwelling.

ii. For a detached urban dwelling, the entrance shall not face or be visible from the public right-of-way.

4. For an urban dwelling attached to a garage, there shall be no direct access from the garage to the urban dwelling.

5. Urban dwellings shall comply with Chapter 17.140 (Design Guidelines) of this Title.

F. Design Standards – Two (2) Urban Dwellings:

1. Exterior. The urban dwellings' exterior design shall be compatible with each other in terms of architectural style, building forms, materials used, color, exterior finishes, roof forms, and style of windows/doors.

2. Entrances. Only one (1) entrance to an urban dwelling may face a public or private street. The entrance for the second urban dwelling shall not face or be visible from a public or private street, whether attached or detached.

3. Street elevations. Street elevations must include at least two (2) of the following: porch, canopy, bay window, awning, chimney or courtyard. A porch or courtyard must be a minimum five (5) feet deep.

4. Materials. All structures must have at least two (2) exterior building wall materials. Examples include stucco, wood, rock/stone, hand-painted tile, brick or clinker brick. Window and door trim do not count as a second material. Materials made from foam covered by stucco shall not be permitted.

5. Colors. Buildings must include at least two (2) colors, one (1) for the main wall color and another for architectural trim pieces.

G. Occupancy. For new construction, the primary single-family dwelling shall receive a Certificate of Occupancy at the same time or prior to the urban dwelling receiving a Certificate of Occupancy.

H. Building, Fire and Other Codes. All urban dwellings shall comply with all provisions of the EMMC pertaining to water, sewer, electrical, drainage, and fire and emergency services to the property on which the urban dwelling will be located as well as all applicable codes pertaining to building, fire, health, and/or safety.

I. Other Development Standards. For all other development standards not specified in this Section, the development standards of the base zoning shall apply.

J. Fees/Utility Connections:

1. Impact fees. The applicant shall pay all applicable impact fees for each new dwelling, including but not limited to, parks, traffic, water and sewer. Such fees shall be charged at the same rate as a new single-family dwelling.

2. Utilities. New or separate utility connection shall be required, including all related fees or capacity charges. Such fees shall be charged at the same rate as a new single-family dwelling.

3. Inclusionary housing. If the City were to adopt an Inclusionary Housing Ordinance, all new urban dwellings shall be subject to the Ordinance.

K. Limitations to Develop an Urban Dwelling:

1. Historic properties. Any proposed urban dwelling shall not be located within a historic district or property included on the State Historic Resources Inventory (per Section 5020.1 of the Public Resources Code), or within a property that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.
2. Demolitions. Any proposed urban dwelling shall not require the demolition or alteration of any of the following types of housing:
    a. Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, lower or very low income;
    b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power; and
    c. Housing that has been occupied by a tenant within the past three (3) years.
3. Limited alterations. For housing that has been owner occupied or vacant for the past three (3) years, a maximum of 25 percent of the existing exterior walls may be demolished or altered to accommodate an urban dwelling. In addition, it shall be the applicant's responsibility to provide compelling and substantial evidence to the satisfaction of the Community and Economic Development Director that the dwelling has been vacant and/or owner occupied over the past three (3) years.
4. Accessory Dwelling Units (ADUs) and Junior ADUs. An urban dwelling shall not be permitted if the property is already developed with an ADU or Junior ADU. In addition, if an urban dwelling is developed on the property, an ADU or Junior ADU shall not be permitted thereafter.
5. Separate conveyance. The urban dwelling shall not be sold or otherwise conveyed separate from any other dwelling on the property; and
6. Short term rentals. The urban dwelling shall not be rented for any duration less than 30 consecutive calendar days.

L. Disclosures:

1. The dwellings shall not be used for short term rentals;
2. The property (or properties if there was an urban lot split) shall not be further subdivided in the future (through an urban lot split or other process);
3. The urban dwelling shall not be sold or otherwise conveyed separate from any other dwelling on the property;
4. The driveway easement shall remain in place and both property owners shall be equally responsible to maintain, repair and repave the driveway;

5. If the City were to establish overnight parking limitations, urban dwellings shall not be eligible for overnight parking permits; and
6. If the City were to adopt an Inclusionary Housing Ordinance and the property owner develops the dwelling(s) as affordable housing, prior to a sale, the seller must disclose that the property must continue to be used as affordable housing per the recorded covenant.

M. Exempt Units. Notwithstanding any development standard or other limitation set forth in Subsections (A) through (L) above, the City shall ministerially approve an application for a building permit within a one-family dwelling zone (R-1A and R-1B) to create any of the following units:

1. If the property is vacant and two (2) urban dwellings are proposed, the City shall approve an average size of up to 800 square feet for each urban dwelling (i.e. 1,600 square feet total).
2. If the property is developed with one (1) primary single-family dwelling, the City shall approve an urban dwelling of up to 800 square feet.
3. If the above cannot be accommodated because of property constraints, the City shall provide relief to the development standards of this Section only as necessary to meet minimum unit size requirements (without requiring a Variance or Minor Variance), in the following descending order (i.e. relief shall be provided in descending order of priority starting with (a) maximum FAR first and then (b) lot coverage, and so on):
    a. Maximum Floor Area Ratio (FAR) for the property.
    b. Maximum lot coverage for the property.
    c. Minimum building separation for a detached urban dwelling.
    d. Requirement for enclosed parking spaces may be partially or fully replaced with unenclosed parking spaces;
    e. Height. The overall height may be increased to two (2) stories with a maximum top plate of 18 feet and a maximum overall height of 25 feet, provided the following standards are met:
        i. The front yard, street side yard and interior side yard shall be step backed an additional five (5) feet from the line of the first floor;
        ii. The rear yard shall have a setback of ten (10) feet;
        iii. There shall be no exterior staircase leading to or from an urban dwelling; and
        iv. There shall be no upper floor patios or balconies.
    f. Minimum open space requirements may be reduced, eliminated and/or have reduced dimensions.
    g. Minimum parking requirements for the urban dwellings may be reduced or eliminated.

h. Additional height. If a third story is needed to accommodate the minimum square footage, it shall be completely subterranean (with exception to the minimum opening requirements for light and ventilation per the most recently adopted California Building Code).

i. Other standards as determined by the Community and Economic Development Director.

SECTION 6. Section 17.06.167 (Urban Lot Splits) of Chapter 17.06 (General Regulations) of Title 17 (Zoning) of the El Monte Municipal Code is hereby added to read as follows:

17.06.167 – Urban Lot Splits.

A. Purpose. The urban lot split regulations set forth in this Section are established to comply with the state standards and requirements set forth in Section 66411.7 of the California Government Code and other applicable state laws. All provisions set forth in this Section shall be subject to the applicable preemptive limitations set forth in Section 66411.7 of the California Government Code, unless stated otherwise.

B. Applications:

1. Urban lot split. The City shall ministerially, and without discretionary review or a hearing, act on the application to create an urban lot split.

2. Urban lot split submitted as part of one (1) or two (2) urban dwelling(s) (as outlined in Section 17.06.166 of this Chapter). The City shall act on the urban lot split at the same time or before acting on the application for the urban dwelling(s). However, the applications for the urban lot split and urban dwelling(s) shall still be considered without discretionary review or hearing.

3. An urban lot split shall be subject to a Tentative Parcel Map as outlined in Chapter 16.12 (Subdivisions – Tentative Parcel Maps) of the EMMC. However, the following shall apply:

   a. The City shall not require any dedication of right-of-way;

   b. The City shall not require the construction of any offsite improvements; and

   c. The application shall be approved ministerially by the Community Development Director, and without discretionary review or a hearing.

C. Permitted Zones. Urban lot splits shall only be permitted in One-Family Dwelling (R-1A or R-1B) zoning District.

D. Number and Parcel Size:

1. Number of urban lots. The parcel map subdividing an existing parcel shall create no more than two (2) parcels of approximately equal lot area. Both parcels shall be considered new parcels.

2. Size of urban lots. One (1) parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

3. Minimum urban lot size. Both newly created parcels shall have a minimum size of 1,200 square feet.

E. Parcel Configuration:

1. The lot split line shall be parallel (i.e. a straight line) to the street property line. If the street property line curves, the lot split line may have the same curve radius or may be straight;
2. The front parcel shall be the same size or larger than the rear parcel; and
3. An access easement shall be recorded shall providing street access for the rear parcel.

F. Owner Occupancy Requirements. The applicant for an urban lot split shall sign an affidavit stating they intend to occupy one (1) of the urban dwellings as their principal residence for a minimum of three (3) years from the date of the approval of the urban lot split.

G. Nonconforming Zoning Conditions. The City shall not require, as a condition for approval to create an urban lot split, the correction of a nonconforming zoning condition.

H. Limitations to Urban Lot Splits:

1. Historic properties. Any proposed urban lot split shall not be located within a historic district or property included on the State Historic Resources Inventory (per Section 5020.1 of the Public Resources Code), or within a property that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.
2. Demolitions and alterations. Any proposed urban lot split shall not require the demolition or alteration of either of the following types of housing:
    a. Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, lower or very low income;
    b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power; and
    c. Housing that has been occupied by a tenant within the past three (3) years. This shall not apply if the housing has been owner occupied or vacant for the past three (3) years. It shall be the applicant's responsibility to provide compelling and substantial evidence to the satisfaction of the Community Development Director that the dwelling has been owner occupied or vacant within the past three (3) years.
3. Existing housing. An urban lot split shall not be permitted for a property that is currently developed with four (4) or more housing units.
4. New construction. Any new dwelling constructed on either of the new parcels shall be limited to an urban dwelling as outlined in Section 17.06.166 of this Chapter.
5. Development of adjacent parcels. Neither the owner or any person acting in concert with the owner of the parcel being subdivided may subdivide an adjacent

parcel using an urban lot split as provided for in this Section. The owner shall sign an affidavit stating that neither the owner of the parcel proposed to be subdivided or any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this Section.

I. Urban Dwelling Standards. Refer to Section 17.06.166 of this Chapter for development standards to develop urban dwellings on the newly created urban lots.

SECTION 7. CEQA. The proposed Ordinance is not subject to the California Environmental Quality Act (CEQA). Senate Bill 9 states than an Ordinance adopted to implement the rules of Government Code Sections 36934 and 36937 is not considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

SECTION 8. Inconsistent Provisions. Any provision of the El Monte Municipal Code or appendices thereto inconsistent with the provisions of this Urgency Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Urgency Ordinance.

SECTION 9. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Urgency Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 10. Construction. The City Council intends this Urgency Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Urgency Ordinance shall be construed in light of that intent. To the extent the provisions of the El Monte Municipal Code as amended by this Urgency Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Urgency Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 11. Effective Date. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of El Monte by Government Code sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 14th day of December, 2021.

Jessica Ancona
Mayor of the City of El Monte

ATTEST:

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

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Urgency Ordinance No._____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14th day of December, 2021 and that said Urgency Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia, City Clerk

ATTACHMENT 2

FULL TEXT OF SENATE BILL NO. 9

SB 9, Atkins. Housing development: approvals.

The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions.

This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving the construction of 2 residential units, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of up to 2 units or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances.

The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification of those maps. Under the Subdivision Map Act, an approved or conditionally approved tentative map expires 24 months after its approval or conditional approval or after any additional period of time as prescribed by local ordinance, not to exceed an additional 12 months, except as provided.

This bill, among other things, would require a local agency to ministerially approve a parcel map for an urban lot split that meets certain requirements, including, but not limited to, that the urban lot split would not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the parcel is located within a single-family residential zone, and that the parcel is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving an urban lot split, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless

those standards would have the effect of physically precluding the construction of 2 units, as defined, on either of the resulting parcels or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances. The bill would require an applicant to sign an affidavit stating that they intend to occupy one of the housing units as their principal residence for a minimum of 3 years from the date of the approval of the urban lot split, unless the applicant is a community land trust or a qualified nonprofit corporation, as specified. The bill would prohibit a local agency from imposing any additional owner occupancy standards on applicants. By requiring applicants to sign affidavits, thereby expanding the crime of perjury, the bill would impose a state-mandated local program.

The bill would also extend the limit on the additional period that may be provided by ordinance, as described above, from 12 months to 24 months and would make other conforming or non-substantive changes.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

This bill, by establishing the ministerial review processes described above, would thereby exempt the approval of projects subject to those processes from CEQA.

The California Coastal Act of 1976 provides for the planning and regulation of development, under a coastal development permit process, within the coastal zone, as defined, that shall be based on various coastal resources planning and management policies set forth in the act.

This bill would exempt a local agency from being required to hold public hearings for coastal development permit applications for housing developments and urban lot splits pursuant to the above provisions.

By increasing the duties of local agencies with respect to land use regulations, the bill would impose a state-mandated local program.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

SECTION 1 – Section 65852.21 is added to the Government Code, to read:

(a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets all of the following requirements:

(1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(C) Housing that has been occupied by a tenant in the last three years.

(4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:

(A) If a local ordinance so allows.

(B) The site has not been occupied by a tenant in the last three years.

(6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(b) **********

(1) Notwithstanding any local law and except as provided in paragraph (2), a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with this section.

(2) **********

(A) The local agency shall not impose objective zoning standards, objective subdivision standards, and objective design standards that would have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area.

(B) **********

(i) Notwithstanding subparagraph (A), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(ii) Notwithstanding subparagraph (A), in all other circumstances not described in clause (i), a local agency may require a setback of up to four feet from the side and rear lot lines.

(c) In addition to any conditions established in accordance with subdivision (b), a local agency may require any of the following conditions when considering an application for two residential units as provided for in this section:

(1) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(2) For residential units connected to an onsite wastewater treatment system, a percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years.

(d) Notwithstanding subdivision (a), a local agency may deny a proposed housing development project if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(f) Notwithstanding Section 65852.2 or 65852.22, a local agency shall not be required to permit an accessory dwelling unit or a junior accessory dwelling unit on parcels that use both the authority contained within this section and the authority contained in Section 66411.7.

(g) Notwithstanding subparagraph (B) of paragraph (2) of subdivision (b), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(h) Local agencies shall include units constructed pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(i) For purposes of this section, all of the following apply:

(1) A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing unit.

(2) The terms "objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(3) "Local agency" means a city, county, or city and county, whether general law or chartered.

(j) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for a housing development pursuant to this section.

SECTION 2 – Section 66411.7 is added to the Government Code, to read:

(a) Notwithstanding any other provision of this division and any local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split only if the local agency determines that the parcel map for the urban lot split meets all the following requirements:

(1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(2) **********

(A) Except as provided in subparagraph (B), both newly created parcels are no smaller than 1,200 square feet.

(B) A local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval under this subdivision.

(3) The parcel being subdivided meets all the following requirements:

(A) The parcel is located within a single-family residential zone.

(B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(C) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:

(i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(iv) Housing that has been occupied by a tenant in the last three years.

(E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.

(G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

(b) An application for a parcel map for an urban lot split shall be approved in accordance with the following requirements:

(1) A local agency shall approve or deny an application for a parcel map for an urban lot split ministerially without discretionary review.

(2) A local agency shall approve an urban lot split only if it conforms to all applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410)), except as otherwise expressly provided in this section.

(3) Notwithstanding Section 66411.1, a local agency shall not impose regulations that require dedications of rights-of-way or the construction of offsite improvements for the

parcels being created as a condition of issuing a parcel map for an urban lot split pursuant to this section.

(c) **********

(1) Except as provided in paragraph (2), notwithstanding any local law, a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards applicable to a parcel created by an urban lot split that do not conflict with this section.

(2) A local agency shall not impose objective zoning standards, objective subdivision standards, and objective design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.

(3) **********

(A) Notwithstanding paragraph (2), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(B) Notwithstanding paragraph (2), in all other circumstances not described in subparagraph (A), a local agency may require a setback of up to four feet from the side and rear lot lines.

(d) Notwithstanding subdivision (a), a local agency may deny an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) In addition to any conditions established in accordance with this section, a local agency may require any of the following conditions when considering an application for a parcel map for an urban lot split:

(1) Easements required for the provision of public services and facilities.

(2) A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

(3) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(f) A local agency shall require that the uses allowed on a lot created by this section be limited to residential uses.

(g) **********

(1) A local agency shall require an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.

(2) This subdivision shall not apply to an applicant that is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

(3) A local agency shall not impose additional owner occupancy standards, other than provided for in this subdivision, on an urban lot split pursuant to this section.

(h) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(i) A local agency shall not require, as a condition for ministerial approval of a parcel map application for the creation of an urban lot split, the correction of nonconforming zoning conditions.

(j) **********

(1) Notwithstanding any provision of Section 65852.2, 65852.21, 65852.22, 65915, or this section, a local agency shall not be required to permit more than two units on a parcel created through the exercise of the authority contained within this section.

(2) For the purposes of this section, "unit" means any dwelling unit, including, but not limited to, a unit or units created pursuant to Section 65852.21, a primary dwelling, an accessory dwelling unit as defined in Section 65852.2, or a junior accessory dwelling unit as defined in Section 65852.22.

(k) Notwithstanding paragraph (3) of subdivision (c), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(l) Local agencies shall include the number of applications for parcel maps for urban lot splits pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(m) For purposes of this section, both of the following shall apply:

(1) "Objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may

include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(n) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(o) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for urban lot splits pursuant to this section.

SECTION 3 – Section 66452.6 of the Government Code is amended to read:

(a) **********

(1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 24 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars ($236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way that abut the boundary of the property to be subdivided and that are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 48 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later.

The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

(2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars ($236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be

March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

(3) "Public improvements," as used in this subdivision, include traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities.

(b) **********

(1) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence. However, the length of the moratorium shall not exceed five years.

(2) The length of time specified in paragraph (1) shall be extended for up to three years, but in no event beyond January 1, 1992, during the pendency of any lawsuit in which the subdivider asserts, and the local agency that approved or conditionally approved the tentative map denies, the existence or application of a development moratorium to the tentative map.

(3) Once a development moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium.

(c) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of the time period is approved by the local agency pursuant to this section. After service of the initial petition or complaint in the lawsuit upon the local agency, the subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. Within 40 days after receiving the application, the local agency shall either stay the time period for up to five years or deny the requested stay. The local agency may, by ordinance, establish procedures for reviewing the requests, including, but not limited to, notice and hearing requirements, appeal procedures, and other administrative requirements.

(d) The expiration of the approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the legislative body without first processing a new tentative map. Once a timely filing is made, subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the tentative map. Delivery to the county surveyor or city engineer shall be deemed a timely filing for purposes of this section.

(e) Upon application of the subdivider filed before the expiration of the approved or conditionally approved tentative map, the time at which the map expires pursuant to subdivision (a) may be extended by the legislative body or by an advisory agency authorized

to approve or conditionally approve tentative maps for a period or periods not exceeding a total of six years. The period of extension specified in this subdivision shall be in addition to the period of time provided by subdivision (a). Before the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for 60 days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within 15 days after the advisory agency has denied the extension.

(f) For purposes of this section, a development moratorium includes a water or sewer moratorium, or a water and sewer moratorium, as well as other actions of public agencies that regulate land use, development, or the provision of services to the land, including the public agency with the authority to approve or conditionally approve the tentative map, which thereafter prevents, prohibits, or delays the approval of a final or parcel map. A development moratorium shall also be deemed to exist for purposes of this section for any period of time during which a condition imposed by the city or county could not be satisfied because of either of the following:

(1) The condition was one that, by its nature, necessitated action by the city or county, and the city or county either did not take the necessary action or by its own action or inaction was prevented or delayed in taking the necessary action before expiration of the tentative map.

(2) The condition necessitates acquisition of real property or any interest in real property from a public agency, other than the city or county that approved or conditionally approved the tentative map, and that other public agency fails or refuses to convey the property interest necessary to satisfy the condition. However, nothing in this subdivision shall be construed to require any public agency to convey any interest in real property owned by it. A development moratorium specified in this paragraph shall be deemed to have been imposed either on the date of approval or conditional approval of the tentative map, if evidence was included in the public record that the public agency that owns or controls the real property or any interest therein may refuse to convey that property or interest, or on the date that the public agency that owns or controls the real property or any interest therein receives an offer by the subdivider to purchase that property or interest for fair market value, whichever is later.

A development moratorium specified in this paragraph shall extend the tentative map up to the maximum period as set forth in subdivision (b), but not later than January 1, 1992, so long as the public agency that owns or controls the real property or any interest therein fails or refuses to convey the necessary property interest, regardless of the reason for the failure or refusal, except that the development moratorium shall be deemed to terminate 60 days after the public agency has officially made, and communicated to the subdivider, a written offer or commitment binding on the agency to convey the necessary property interest for a fair market value, paid in a reasonable time and manner.

SECTION 4.

The Legislature finds and declares that ensuring access to affordable housing is a matter of statewide concern and not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Sections 1 and 2 of this act adding Sections 65852.21 and 66411.7 to the Government Code and Section 3 of this act amending Section 66452.6 of the Government Code apply to all cities, including charter cities.

SECTION 5.

No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

REFERENCED SECTION – 65913.4.

(a) A development proponent may submit an application for a development that is subject to the streamlined, ministerial approval process provided by subdivision (c) and is not subject to a conditional use permit if the development complies with subdivision (b) and satisfies all of the following objective planning standards:

(6) The development is not located on a site that is any of the following:

(A) A coastal zone, as defined in Division 20 (commencing with Section 30000) of the Public Resources Code.

(B) Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

(C) Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

(D) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have

adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

(E) A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

(F) Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2.

(G) Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

  (i) The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction.

  (ii) The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

(H) Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any

additional permit requirement, standard, or action adopted by that local government that is applicable to that site.

(I) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

(J) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

(K) Lands under conservation easement.

CITY OF EL MONTE

PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

COUNCIL MEETING OF DECEMBER 14, 2021

December 6, 2021

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 LEASE AGREEMENT BY AND BETWEEN THE CITY OF EL MONTE AND CLAREMONT GRADUATE UNIVERSITY, A CALIFORNIA NON-PROFIT CORPORATION, AND THE SOUTH EL MONTE ART POSSE FOR THE CITY-OWNED BUILDING LOCATED AT 3820 PENN MAR AVENUE (ZAMORA ART HOUSE), CITY OF EL MONTE AND THE SAN GABRIEL VALLEY LGBTQ 501© NON-PROFIT ORGANIZATION FOR THE CITY-OWNED BUILDING LOCATED AT 12127 ELLIOTT AVENUE (MAXSON AUDITORIUM) AS WELL AS THE RENEWAL OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF EL MONTE AND THE VETERANS OF FOREIGN WARS POST 10218 FOR THE CITY-OWNED BUILDING LOCATED AT 11126 RAMONA BOULEVARD.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and authorize the City Manager to execute a lease agreement with Claremont Graduate University, a California non-profit corporation, and the South El Monte Art Posse ("SEMAP") for a one (1) year lease for the City-owned building at 3820 Penn Mar Avenue for a term of not more than twelve (12) months;
2. Consider and authorize the City Manager to execute a lease agreement with San Gabriel Valley LGBTQ non-profit corporation (SGV LGBTQ) for a one (1) year lease for the City-owned building at 12127 Elliott Avenue for a term of not more than twelve (12) months; and
3. Consider and Authorize the City Manager to execute a renewal of a lease agreement with the Veterans of Foreign Wars Post 10218 for the City-owned building located at 11126 Ramona Boulevard for a term of not more than four (4) years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City and Claremont Graduate University, a California non-profit corporation, and the SEMAP will enter into an initial lease agreement regarding the City-owned facility at 3820 Penn Mar Avenue. The lease agreement is set to expire after twelve (12) months.

The City and the SGV LGBTQ non-profit organization will enter into an initial lease agreement regarding the City-owned facility at 12127 Elliott Avenue. The lease agreement is set to expire after twelve (12) months.

The City and the Veterans of Foreign Wars, Post 10218 ("VFW") have been parties to a lease agreement regarding the City-owned facility at 11126 Ramona Boulevard for the past ten (10) years. The lease agreement is set to expire on February 7, 2022. The Restated Lease agreement is set to expire after four (4) years on February 2026.

DISCUSSION

The SEMAP was awarded the Whiting Public Engagement Fellowship. The desired outcome for this is to: 1) build five (5) thematic bike/walking tours related to El Monte and South El Monte's past; 2) work with El Monte Union High School District administrators and staff to integrate El Monte/South El Monte history into the curriculum for Ethnic Studies courses; and 3) paint a mural that reflects el Monte's rich history.

The Zamora Art House building is scheduled to undergo renovations starting the month of January 2022. The estimated completion timeline given by our Public Works Department of said renovations is scheduled to take place in the month of February 2022 after which the twelve (12) month lease agreement will be set to start.

Property Location: City-owned property land and improvements located at 3820 Penn Mar Avenue, El Monte, California.

Lease Term: The Lease shall have an initial term of one (1) year commencing upon the completion of renovation of the building. The Lease shall terminate automatically one (1) year from the date that SEMAP takes occupancy, unless sooner terminated or extended as provided in this Agreement.

Rent: Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

Use: Tenant/SEMAP shall utilize the Zamora Art House in order to implement the Whiting Public Engagement Fellowship. The desired outcome of Tenant/SEMAP utilizing the Zamora Art House is to:

1. Build five (5) thematic bike/walking tours related to the City of El Monte and the City of South El Monte's past;
2. Work with the City of El Monte Union High School District administrators and staff to integrate El Monte/South El Monte history into the curriculum for Ethnic Studies course; and
3. Install a mural that reflects El Monte's rich history.

Maintenance and Repairs (City): City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

Tenant Obligations: Tenant's/SEMAP, at Tenant's/SEMAP's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant/SEMAP in a clean, operable and sanitary condition. Tenant and SEMAP expressly waive the benefits of any statute now or hereafter in effect which would otherwise afford Tenant or SEMAP the right to make repairs at City's expense.

Utilities: City shall be solely and exclusively responsible for the payment of all electrical, water, and gas, services provided to the Leased Premises. Tenant's/SEMAP acknowledges that there is no internet service currently active in the Building. Tenant/SEMAP shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

Maintenance and Repairs (Tenant): Tenant's/SEMAP shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant's/SEMAP shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. Tenant/SEMAP shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by City. City reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by City must be made in writing.

Indemnity & Insurance: Tenants/SEMAP shall indemnify and hold harmless City from and against any and all claims arising from Tenant's/SEMAP's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant/SEMAP in or about the Leased Premises

and shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's/SEMAP's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant's/SEMAP, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim. Tenant's/SEMAP upon notice from City shall defend the same at Tenant's/SEMAP's expense by counsel reasonably satisfactory to City provided, however, that Tenant's/SEMAP shall not be liable for damage or injury occasioned by the negligent or intention, al acts of City and its designated agents or employees unless covered by insurance Tenant's/SEMAP is required to provide.

Maintenance and Inspection of Records: Tenant's/SEMAP shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant/SEMAP shall provide to City, within one hundred fifth (150) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant's/SEMAP and true and correct, and all records required to be kept by Tenant's/SEMAP shall be made available to City upon request.

The SGV LGBTQ is a 501© non-profit organization founded in 2011 which seeks to provide a safe and inclusive place for people of all sexual orientations and genders. The SGV LGBTQ organization desires to rent the Maxson Auditorium in order to expand its programming and availability to the public by entering into a lease agreement for a period of twelve (12) months.

Property Location: City Owned property land and improvements located at 12127 Elliott Avenue, El Monte, California

Lease Term: The Lease shall have an initial term of one (1) year commencing upon the lease effective date (which is anticipated to be on or about January 2, 2022) and shall terminate automatically one (1) year from the date that SGV LGBTQ takes occupancy, unless sooner terminated or extended as provided in this Agreement.

Rent: Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

Use: Tenant/SGV LGBTQ shall utilize the Maxson Auditorium in order to implement a gathering safe place for people of all orientations and gender identities as set forth in Exhibit A.

Maintenance and Repairs (City): City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

Tenant Obligations: Tenant/SGV LGBTQ, at Tenant's/SGV LGBTQ's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant/SGV LGBTQ in a clean, operable and sanitary condition. Tenant and SGV LGBTQ expressly waive the benefits of any statute now or hereafter in effect which would otherwise afford Tenant or SGV LGBTQ the right to make repairs at City's expense.

Utilities: City shall be solely and exclusively responsible for the payment of all electrical, water, and gas, services provided to the Leased Premises. Tenant/SGV LGBTQ acknowledges that there is no internet service currently active in the Building. Tenant/SGV LGBTQ shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

Maintenance and Repairs (Tenant): Tenant/SGV LGBTQ shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant/SGV LGBTQ shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. Tenant/SGV LGBTQ shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by City. City reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by City must be made in writing.

Indemnity & Insurance: Tenant and SGV LGBTQ shall indemnify and hold harmless City from and against any and all claims arising from Tenant's and SGV LGBTQ's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant or SGV LGBTQ in or about the Leased Premises and shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's/SGV LGBTQ's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant or SGV LGBTQ, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection

with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim. Tenant/SGV LGBTQ upon notice from City shall defend the same at Tenant's/SGV LGBTQ's expense by counsel reasonably satisfactory to City provided, however, that Tenant/SGV LGBTQ shall not be liable for damage or injury occasioned by the negligent or intention, all acts of City and its designated agents or employees unless covered by insurance Tenant/SGV LGBTQ is required to provide.

Maintenance and Inspection of Records: Tenant/SGV LGBTQ shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant shall provide to City, within one hundred fifth (150) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant/SGV LGBTQ and true and correct, and all records required to be kept by Tenant/SGV LGBTQ shall be made available to City upon request.

The Veterans of Foreign Wars Post 10218 Hall city-owned facility at 11126 Ramona Boulevard is not subject to any renovations at the moment and the renewal of the lease agreement is set to expire after four (4) years.

At this location the VFW has provided a community benefit and they have indicated a strong desire to continue on at this location well into the future. A lease has been drafted for City Council review and approval. Below is an outline of some of the key terms of the lease:

Property Location: City Owned property land and improvements located at 11126 Ramona Boulevard.

Lease Term: The Lease shall have a term of four (4) years which shall be deemed to commence effective February 7, 2022 and end at 11:59 pm on February 6, 2026 (the "Expiration Date"). In the event the Parties have not agreed to the terms of a new written agreement by or before the Expiration Date of the Lease, the Lease shall extend automatically subject to its same terms and conditions on a month-to-month basis for a maximum of six (6) months.

Rent: TENANT shall pay to CITY an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease term and thereafter each year on the anniversary of the commencement of the Lease term.

Use: As set forth in the Lease agreement, VFW will support the concerns of all veterans by providing resources and volunteer services coordination to Veteran groups and other El Monte Community Service Organizations.

Maintenance and Repairs (City): Except as otherwise provided under this Section, CITY at its sole cost and expense shall maintain in a good state of repair

the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property which are currently in place or which the CITY, in its sole and absolute discretion, may later install. The foregoing notwithstanding, CITY shall be under no obligation to undertake such repairs or construct such improvements as CITY deems unreasonable, unnecessary or economically infeasible in CITY's sole and absolute discretion.

Tenant Obligations: TENANT, at TENANT's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by TENANT in a clean, operable and sanitary condition. TENANT expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford TENANT the right to make repairs at CITY's expense. Notwithstanding any other provisions of this Lease to the contrary, TENANT shall obtain prior written approval from CITY for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the CITY. Such written approval shall be issued by the City Manager. TENANT agrees to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by CITY to CITY's reasonable satisfaction, all at TENANT's sole cost and expense. TENANT shall indemnify the CITY against any loss or liability resulting from delay by TENANT in so surrendering the Leased Premises, including without limitation any claims made by any succeeding TENANT founded on such delay.

Utilities: TENANT shall be solely and exclusively responsible for the payment of all electrical, water, gas, telephone, internet and cable television services provided to the Leased Premises.

Maintenance and Repairs (Tenant): TENANT shall also be responsible for the cost of any and all minor repairs totaling Five Hundred Dollars ($500) or less per invoiced repair event. Included among the various minor repairs that TENANT shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. TENANT shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by CITY. CITY reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by CITY must be made in writing.

Indemnity & Insurance: TENANT shall at TENANT's sole cost and expense, but for the mutual benefit of CITY and TENANT, maintain throughout the term of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as TENANT, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. Such Insurance shall have a combined single limit of not less than One Million Dollars ($1,000,000.00) and shall list the CITY as "an additionally insured".

Assignment or Subletting: No consent by CITY to any assignment or subletting by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease whether occurring before or after such consent, assignment or subletting. The consent by CITY to any assignment or subletting shall not relieve TENANT from the obligation to obtain CITY's express written consent to any other assignment or subletting. The acceptance of rent by CITY from any other person shall not be deemed to be a waiver by CITY of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

Maintenance and Inspection of Records: TENANT shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the CITY no later than 60 days after the end of the fiscal year. Audit shall be conducted at the CITY's expense. TENANT shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the TENANT. TENANT shall maintain schedules of all fixed assets purchased and all capital improvements to the Building. For that purpose, TENANT and CITY agree to complete an inventory of all Building assets, furniture, fixtures and equipment within thirty (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with June 1, 2022. If any audit required hereunder discloses any material misrepresentation by TENANT, its staff or agents in its reports, requests or negotiations with CITY, then CITY may terminate this Lease as provided under Article XI, above.

FISCAL IMPACT/ FINANCING

All three (3) contracts will require a payment of one dollar ($1) per year for the lease of the building at 3820 Penn Mar Avenue, the building at 12127 Elliott Avenue as well as for the renewal lease of the building located at 11126 Ramona Boulevard. During the proposed month-to-month term, the SEMAP, the SGV LGBTQ and the Veterans of

Foreign Wars Post 10218 will be required to remit one dollar ($1) each per year. The consideration on rent is in recognition of the essential public outreach.

RECOMMENDATION

Staff recommends that the City Council approve the Lease Agreement with the South El Monte Arts Posse (SEMAP) for the City-owned building at 3820 Penn Mar Avenue for a term of not more than twelve (12) months, approval of the Lease Agreement with the SGV LGBTQ for the City-owned building at 12127 Elliott Avenue for a term of not more than twelve (12) months, as well as the Renewal Lease Agreement with the Veterans of Foreign Wars Post 10218 for the City-owned building located at 11126 Ramona Boulevard for a term of not more than four (4) years.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

AMBER SERVIN
Parks, Recreation and Community Services Director

Attachment 1: SEMAP Lease Agreement
Attachment 2: San Gabriel Valley LGBTQ Lease Agreement
Attachment 3: Veterans of Foreign Wars Post 10218 Renewal Lease Agreement

DATE: December 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

2021
LEASE AGREEMENT
(3820 Penn Mar Avenue, El Monte, California)

THIS 2021 LEASE AGREEMENT ("Lease") is made and entered into this day _____of _____, 2021(the "Effective Date") by and between **CITY OF EL MONTE** a general law city and municipal corporation, (hereinafter referred to as "City") and **CLAREMONT GRADUATE UNIVERSITY**, a California non-profit corporation, and the **SOUTH EL MONTE ART POSSE** (hereinafter referred to as "SEMAP"). For the purposes of this Lease, City, Tenant and SEMAP may be collectively referred to as the "Parties." The capitalized term " Party" may refer to City, Tenant, or SEMAP interchangeably.

WHEREAS, City is owner of real property commonly identified as 3820 Penn Mar Avenue, El Monte, California (hereinafter, the " Property"); and

WHEREAS, the Property consists of one (1) building known as the Zamora Art House, (the "Building"); and

WHEREAS, Tenant is a non-profit corporation which was awarded the Whiting Public Engagement Fellowship and will provide certain benefits to the City thereunder through SEMAP's occupancy of the Building; and

WHEREAS, City desires to rent the Building on the Property to Tenant to be occupied by SEMAP, and Tenant desires to rent the Building on the Property in order to provide certain benefits to the City established under the Fellowship pursuant to the termsand conditions set forth in this Agreement.

I.
PROPERTY DESCRIPTION

1.1 Lease of Leased Premises. City hereby agrees to lease to Tenant and Tenant hereby agrees to leasefrom City the Building located on the Property, (hereinafter referred to as the ("Leased Premises").

II.
TERM

2.1 Term. The Lease shall have an initial term of one (1) year commencing upon the Effective Date of _____, 2021. The Lease shall terminate automatically on _____, 2022, unless sooner terminated or extended as provided in this Agreement (the "Lease Term").

2.2 Option to Extend Term. Provided Tenant or SEMAP are not in default of any of the terms, covenants, or conditions of this Agreement, Tenant shall have one option to request an extension of the initial Term for a one (1)-year period ("**Option Term**"). Tenant may exercise the option by giving the City Manager written notice of Tenant's desire to extend, not less than

sixty (60) days prior to expiration of the initial Term. The City Manager, at the City Manager's sole discretion, may accept or reject the request to extend.

III.
RENT

3.1 Rent. Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

IV.
AUTHORIZED USE

4.1 Uses. The Leased Premises shall be used and occupied by SEMAP solely and exclusively for the purposes set forth in **Exhibit "A"** of this Lease.

4.2 Suitability. Tenant acknowledges that neither City nor any agent of City has made any representation or warranty with respect to the Leased Premises or the Property concerning the suitability of either for the conduct of Tenant/SEMAP's contemplated activities or operations, nor has City agreed to undertake any modification, alteration or improvement to the Leased Premises except as City in its sole discretion may wish to undertake prior to granting Tenant/SEMAP possession of the Lease Premises. Taking of possession of the Leased Premises by Tenant/SEMAP shall conclusively establish that the Leased Premises and the Property were both at such time in satisfactory condition. Tenant acknowledges and agrees that it shall take possession of the Leased Premises "as is."

4.3 Uses Prohibited

a. Tenant/SEMAP shall not do or permit anything to be done in or about the Leased Premises or the Property nor bring or keep anything therein which will increase or otherwise affect the rate of any insurance (including but not limited to fire insurance) upon the Leased Premises or the Property or upon any of their contents (unless Tenant shall pay any such increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Leased Premises or said Property or any part thereof or any of its contents, nor shall Tenant/SEMAP sell or permit it to be kept or used in or about said Leased Premises any articles which may be prohibited by a standard form policy of fire insurance.

b. Tenant/SEMAP shall not cause or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property (if any) or injure or annoy them or use or allow the Leased Premises to be used for any unlawful purpose, any purpose which unduly interferes with the use and enjoyment of the Property by other tenants, or any purpose which exceeds the scope of use set forth in Section 4.1. Tenant/SEMAP shall not commit or suffer to be committed any waste in or upon the Leased Premises.

c. Tenant/SEMAP shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of any duly

constituted public authorities now in force or which may thereafter be enacted or promulgated. Tenant/SEMAP shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Leased Premises, or not related or afforded by Tenant's/SEMAP's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant or SEMAP in any action against Tenant, whether City be a party thereto or not, that Tenant or SEMAP has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between City and Tenant/SEMAP.

d. City reserves the right to approve or deny in its sole and absolute discretion the installation of any and all trade fixtures upon the Leased Premises by or on behalf of Tenant or SEMAP, including but not limited to trade fixtures which may necessitate the alteration or modification of the Leased Premises or the Property or which may cause damage to the Leased Premises or the Property upon installation or upon removal.

4.4 Improvements. Tenant/SEMAP shall not and may not undertake any improvements to the Leased Premises without the express written consent of City which consent may be granted, denied or conditionally granted in City's sole and absolute discretion. All persons or entities making improvements to the Leased Premises on Tenant/SEMAP's behalf must first be approved by City in its sole and absolute discretion and must provide City with such documentation as City, in its sole and absolute discretion, may request, establishing that the person or its duly licensed and qualified to perform such improvements.

V.
MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

5.1 Maintenance and Repairs.

a. City's Obligations

i. Except as otherwise provided under this Section, City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

b. Tenant's Obligations

i. Tenant/SEMAP, at Tenant's/SEMAP's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant/SEMAP in

a clean, operable and sanitary condition. Tenant and SEMAP expressly waive the benefits of any statute now or hereafter in effect which would otherwise afford Tenant or SEMAP the right to make repairs at City's expense.

ii. Notwithstanding any other provisions of this Lease to the contrary, Tenant/SEMAP shall obtain prior written approval from City for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the City. Such written approval shall be issued by the City Manager or the Assistant City Manager.

iii. Tenant/SEMAP agrees.to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, movable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by City to City's reasonable satisfaction, all at Tenant's/SEMAP's sole cost and expense. Tenant and SEMAP shall indemnify the City against any loss or liability resulting from delay by Tenant or SEMAP in so surrendering the Leased Premises, including without limitation any claims made by any succeeding Tenant founded on such delay.

iv. City shall be solely and exclusively responsible for the payment of all electrical, water, and gas , services provided to the Leased Premises. Tenant/SEMAP acknowledges that there is no internet service currently active in the Building. Tenant/SEMAP shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

v. Tenant/SEMAP shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant/SEMAP shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. Tenant/SEMAP shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by City. City reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by City must be made in writing.

VI.
ENTRY UPON LEASED PREMISES BY CITY

a. City and its duly authorized officers, agents and employees reserve the right to enter the Leased Premises during reasonable hours to inspect the same; to alter, improve or repair the Lease Premises and any portion of the Property. To the extent possible, City shall give Tenant/SEMAP reasonable notice of its intent to enter the

Leased Premises, and the purpose of such intended visit. For each of the aforesaid purposes, City shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, and City shall have the right to use any and all means which City deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises, and any entry to the Leased Premises obtained by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant/SEMAP from the Leased Premises or any portion thereof.

b. The parties understand and agree that the authority reserved to City and its duly authorized officers, agents and employees to enter the Leased Premises to inspect, alter, improve, or repair same, as set forth above, contemplates that any such entry shall be during reasonable hours, and except in emergency situations, City shall give Tenant/SEMAP reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit.

VII.
INDEMNIFICATION

7.1 Indemnity. Tenant and SEMAP shall indemnify and hold harmless City from and against any and all claims arising from Tenant's and SEMAP's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant or SEMAP in or about the Leased Premises and shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's/SEMAP's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant or SEMAP, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim. Tenant/SEMAP upon notice from City shall defend the same at Tenant's/SEMAP's expense by counsel reasonably satisfactory to City provided, however, that Tenant/SEMAP shall not be liable for damage or injury occasioned by the negligent or intentional acts of City and its designated agents or employees unless covered by insurance Tenant/SEMAP is required to provide.

7.2 Exemption of City from Liability. City shall not be liable for injury or damage which may be sustained by the persons, goods, wares, merchandise or property of Tenant or SEMAP, its employees, invites or customers or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Property of which the Leased Premises is a part, or from other sources. City shall not be liable for any damages arising from any act or neglect of any other Tenant or SEMAP (if any).

VIII.
INSURANCE

8.1 Commercial General Liability Insurance. Tenant/SEMAP shall at Tenant's/SEMAP's sole cost and expense, but for the mutual benefit of City and Tenant/SEMAP, maintain throughout the term of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as Tenant/SEMAP, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least $1,000,000 per occurrence and $2,000,000 aggregate, and shall list the City and its officers and employees as "an additionally insured".

8.2 Form of the Policies. The policies required by City shall be in a form reasonably satisfactory to City and shall include actual endorsements.

8.3 Waiver of Subrogation. City and Tenant/SEMAP each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

8.4 Fire Insurance. City shall procure and maintain a policy of insurance for damage and/or destruction to the Property where such damage and/or destruction is caused by fire. Tenant/SEMAP shall procure and maintain a policy of insurance for damage and/or destruction to fixtures, equipment and other personal property which it places, stores or otherwise maintains in or on the Leased Premises where such damage and/or destruction is caused by fire.

IX.
DAMAGE TO LEASED PREMISES

9.1 Partial Damage – Insurance Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there is made available to City pursuant to Article VII, above, insurance proceeds for such damage paying eighty percent (80%) or more of the cost of repairing such damage, City and Tenant/SEMAP shall utilize all such insurance proceeds to pay any additional cost and cause the Leased Premises to be repaired promptly to a condition existing immediately prior to such damage, with this Lease to continue in full force and effect.

9.2 Partial Damage – Insurance Not Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there are no insurance proceeds available, or the insurance proceeds available are less than eighty percent (80%) or more of the cost of repairing such damage, then City shall have the option for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined (a) to elect to terminate this Lease and to retain all insurance proceeds; or (b) to repair the damage at City's expense. The failure of City to take any actions within the sixty (60) day period shall be deemed to be an election to terminate the

Lease. In the event City elects to repair such damage, such work shall be completed promptly restoring Leased Premises to the condition existing immediately prior to such damage and this Lease shall continue in full force and effect. In the event City elects to terminate the Lease, Tenant/SEMAP shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event Tenant/SEMAP elects to do so, coincidentally therewith Tenant/SEMAP shall deposit with City or make available to City on terms acceptable to City, the amount required in addition to any available insurance proceeds to complete the repairs. City shall cause such repair work to be completed promptly thereafter restoring the Leased Premises to the condition existing immediately prior to such damage, and this Lease shall continue to full force and effect.

9.3 Destruction. In the event the Leased Premises are totally destroyed or the Leased Premises cannot be repaired as required herein under applicable laws and regulations, notwithstanding, the availability of insurance proceeds or contributions from Tenant/SEMAP, this Lease shall be terminated effective from the date of the damage.

X.
ASSIGNMENT AND SUBLETTING

10.1 City's Consent Required. Tenant/SEMAP shall not assign, sublet, transfer, mortgage, pledge, hypothecate or encumber all or any portion of the Leased Premises, the Building or this Lease, without the prior written consent of City and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Lease.

10.2 No Release of Tenant. No consent by City to any assignment or subletting by Tenant/SEMAP shall relieve Tenant/SEMAP of any obligation to be performed by Tenant/SEMAP under this Lease whether occurring before or after such consent, assignment, or subletting. The consent by City to any assignment or subletting shall not relieve Tenant/SEMAP from the obligation to obtain City's express written consent to any other assignment or subletting the acceptance of rent by City from any other person shall not be deemed to be a waiver by City of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

XI.
DEFAULT, REMEDIES AND TERMINATION

11.1 Default. The following is a non-exhaustive list of occurrences which shall constitute a default on the part of Tenant/SEMAP.

a. The abandonment or vacation of the Leased Premises by Tenant/SEMAP prior to the expiration of the Lease term.

b. A failure by Tenant/SEMAP to observe and perform any other provisions of this Lease to be observed or performed by Tenant/SEMAP, where said failure continues for twenty (20) days after written notice thereof by City to Tenant/SEMAP;

provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Tenant/SEMAP shall within such period commence such cure and thereafter diligently prosecutes the same to completion.

c. The making by Tenant/SEMAP of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant/SEMAP of a petition to have Tenant or SEMAP adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, the case of a petition filed against Tenant or SEMAP is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's/SEMAP's interest in this Lease, where possession is not restored to Tenant/SEMAP within thirty (30) days of the attachment, execution or other Judicial seizure of substantially all of Tenant's/SEMAP's assets located at the Leased Premises or of Tenant's/SEMAP's interest in this Lease where such seizure is not discharged within (30) days.

d. Tenant/SEMAP makes a material misrepresentation in the performance of this Lease or in the conduct of any audit of Tenant and SEMAP authorized under this Lease.

11.2 Remedies. In the event of any such material default or breach by Tenant or SEMAP, City may undertake any of the following courses of action at any time thereafter and without limiting its right to exercise any other right or remedy at law or in equity.

a. Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenant's/SEMAP's rights to possession irrespective of whether Tenant/SEMAP shall have abandoned the Leased Premises. In the event City elects not to terminate the Lease, City shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Leased Premises as City deems reasonably and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant/SEMAP. In the event any such re-letting occurs this Lease shall terminate automatically upon the new Tenant taking possession of the Leased Premises. Notwithstanding that City fails to elect to terminate the Lease initially, City at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant or SEMAP.

b. Terminate Tenant's/SEMAP's right to possession by any lawful means, in which case this Lease shall terminate and Tenant/SEMAP shall immediately surrender possession of the Leased Premises to City. In such event City shall be entitled to recover from Tenant/SEMAP all damages incurred by City by reason of Tenant's or SEMAP's default, including without limitation thereto the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination, plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds

the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate City for all the detriment proximately caused by Tenant's or SEMAP's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, plus (v) at City's election such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry City shall have the right to make any reasonable repairs, alterations or modifications to the Leased Premises, which City in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%).

11.3 Default by City. City shall not be in default unless City fails to perform obligations required of City within a reasonable time but in no event later than thirty (30) days after written notice by Tenant/SEMAP to City specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30)- day period and thereafter diligently prosecutes the same to completion.

11.4 Termination for Convenience. Section 2.1 of this Lease notwithstanding, City may terminate this Lease for convenience and without cause upon three (3) months prior written notice to Tenant/SEMAP, provided the issuance of any such written notice by City. Tenant/SEMAP may terminate this Lease for convenience and without cause upon thirty (30) days prior written notice to City.

XII.
MISCELLANEOUS

12.1 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between City and Tenant and SEMAP relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both City and Tenant and SEMAP.

City and Tenant and SEMAP agree hereby that all prior or contemporaneous oral agreement between or among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Lease shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

12.3 Costs of Suit.

a. If Tenant/SEMAP or City shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease including any suit by City for the recovery of rent or possession of the Leased Premises, the losing party shall pay the successful party a reasonable suit for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgement.

b. Should City without fault on City's part, be made a party to any litigation instituted by Tenant or SEMAP or by any third party against Tenant or SEMAP or by or against any person holding under or using the Leased Premises by licensee of Tenant or SEMAP, or for the foreclosure of any lien for labor or material furnished to or for Tenant or SEMAP or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or SEMAP or of any such person. Tenant/SEMAP covenants to save and hold City harmless from any judgment rendered against City or the Leased Premises or any part thereof and all costs and expenses, including reasonable attorney's fees incurred by City in or in connection with such litigation.

12.4 Time Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof, except as to the condition related to the delivery of possession of the Leased Premises to Tenant/SEMAP. All the terms, covenants and conditions contained in this Lease to be performed by either Party, shall be deemed to be joint and several and all rights and remedies of the Parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

12.5 Binding Effect; Choice of Law. The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Tenant/SEMAP, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

12.6 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant; term or condition. Acceptance by City of any performance by Tenant or SEMAP after the time the same shall have become due shall not constitute a waiver by City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by City in writing.

12.7 Surrender of Leased Premises. The voluntary or other surrender of this Lease by Tenant/SEMAP or a mutual cancellation thereof shall not work as merger and shall at the option of the City terminate all or any existing subleases or subtenancies or may at the option of the City operate as an assignment to it of any or all such subleases or subtenancies.

12.8 Holding Over. If Tenant or SEMAP remains in possession of all or any part of the Leased Premises after the expiration of the term hereof, with or without the express or implied consent of City such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term and in such case rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

12.9 Signs.

a. Tenant or SEMAP shall not inscribe, paint, affix, place or permit to be placed any projecting sign, awning, advertisement, sign, notice or placard on the exterior or roof of the Leased Premises or upon or about the entrance doors, windows, sidewalks or areas adjacent to the Leased Premises without City's prior written consent. City reserves the right in City's sole discretion to place and locate on the roof, exterior sidewalks and rear wall of said Leased Premises or any portion of the Building of which the Leased Premises may constitute a part but which are not leased to Tenant/SEMAP such notices, signs, marquees and advertisements as City may deem appropriate in the operation of City's affairs.

b. Any such signs or other items described above installed by Tenant or SEMAP with City's consent shall be removed at the expiration or earlier termination of the Lease at Tenant's/SEMAP's expense and Tenant/SEMAP shall repair any damage caused to the Leased Premises resulting from such removal. If Tenant/SEMAP fails to do so City may cause such removal and repair on Tenant's/SEMAP's behalf at Tenant's/SEMAP's expense. If Tenant/SEMAP installs such items without City's consent, Tenant/SEMAP shall remove same promptly, upon receipt of a request by City to do so and shall repair the Leased Premises accordingly. If Tenant/SEMAP fails to do so City may cause such removal and repair to be performed at Tenant's/SEMAP's behalf at Tenant's/SEMAP's expense. Tenant/SEMAP shall not use the City of El Monte name in connection with any business carried on in said Leased Premises without the prior written consent of City. City reserves the right to change the name and title of the building at any time during the term of said Lease. Tenant/SEMAP expressly agree to such change at the option of City and waives any and all damage occasioned thereby.

12.10 Notices. All notices or demands of any kind required or desired to be given by City or Tenant or SEMAP hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid addressed to the City or Tenant or SEMAP respectively at the addresses set forth below.

CITY:	TENANT:	SEMAP:
City of El Monte El Monte City Hall West 11333 Valley Boulevard El Monte, CA 91731 Attn: Director of Parks,	Claremont Graduate University 150 E. Tenth Street Claremont, CA 91711	The South El Monte Arts Posse (SEMAP) _____ _____

Recreation and Community Services Phone: _____ Email: _____	Attn: Phone: Email:	Attn: Romero Guzman Phone: _____ Email: _____

12.11 Maintenance and Inspection Records.

a. Records. Tenant/SEMAP shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant shall provide to City, within one hundred fifth (150) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant/SEMAP and true and correct, and all records required to be kept by Tenant/SEMAP shall be made available to City upon request.

b. Audit. Tenant and SEMAP shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the City no later than one hundred fifty (150) days after the end of the fiscal year. Audit shall be conducted at the City's expense. Tenant and SEMAP shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either Party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the Tenant or SEMAP. Tenant and SEMAP shall maintain schedules of all fixed assets purchased and all capital improvements to the Building. For that purpose, Tenant and SEMAP and City agree to complete an inventory of all Building assets, furniture, fixtures, and equipment within (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with June 1, 2022. If any audit required hereunder discloses material misrepresentation by Tenant or SEMAP, its staff or agents in its reports, requests or negotiations with City, then City may terminate this Lease as provided under Article XI, above.

c. Calendar of Events. On a quarterly basis, Tenant and SEMAP shall provide the City a calendar of events identifying any and all events occurring on the Leased Premises for the upcoming quarter. City shall review and approve all events in its sole and absolute discretion.

CITY OF EL MONTE

By: _____
Alma K. Martinez, City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

TENANT
CLAREMONT GRADUATE
UNIVERSITY

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____

SEMAP
SOUTH EL MONTE ARTS POSSE

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____

Exhibit A

USES OF THE ZAMORA ART HOUSE BY SEMAP

Tenant/SEMAP shall utilize the Zamora Art House in order to implement the Whiting Public Engagement Fellowship. The desired outcome of Tenant/SEMAP utilizing the Zamora Art House is to:

1. Build five (5) thematic bike/walking tours related to the City of El Monte and the City of South El Monte's past;

2. Work with the City of El Monte Union High School District administrators and staff to integrate El Monte/South El Monte history into the curriculum for Ethnic Studies course; and

3. Paint a mural _____ (where?) that reflects El Monte's rich history.

2021
LEASE AGREEMENT
(12127 Elliott Avenue, El Monte, California)

THIS 2021 LEASE AGREEMENT ("Lease") is made and entered into this day ___of _____, 2021(the "Effective Date") by and between **CITY OF EL MONTE** a general law city and municipal corporation, (hereinafter referred to as "City") and the **SAN GABRIEL VALLEY LGBTQ CENTER** (hereinafter referred to as "Tenant" or "Center"). For the purposes of this Lease, City and Tenant may be collectively as the "Parties." The capitalized term "Party" may refer to either City or Tenant interchangeably.

WHEREAS, City is owner of real property commonly identified as 12127 Elliott Avenue, El Monte, California (hereinafter, the "Property"); and

WHEREAS, the Property consists of one building known as Mountain View Park Auditorium, (the "Maxson Auditorium"); and

WHEREAS, Tenant is a 501(c)(3) non-profit corporation founded in 2011, which is seeking to provide a location for the Center that will allow it to expand its programming and availability to the community; and

WHEREAS, City desires to rent the Maxson Auditorium on the Property to Tenant, and Tenant desires to rent the Maxson Auditorium on the Property in order to expand its programming and availability to the public pursuant to the termsand conditions set forth in this Agreement.

I.
PROPERTY DESCRIPTION

1.1 Lease of Leased Premises. City hereby agrees to lease to Tenant and Tenant hereby agrees to leasefrom City the Maxson Auditorium located on the Property, (hereinafter referred to as the ("Leased Premises").

II.
TERM

2.1 Term. The Lease shall have an initial term of one (1) year commencing upon the Effective Date of _____ ___, 2021 (the "Lease Term"). The Lease shall terminate automatically on _____, 2022, unless sooner terminated or extended as provided in this Agreement.

2.2 Option to Extend Lease Term. Provided Lessee is not in default of any of the terms,
covenants, or conditions of this Agreement, Lessee shall have one option to request an extension of the initial Lease Term for a one (1)-year period ("**Option Term**"). Lessee may exercise the option by giving the City Manager written notice of Lessee's desire to extend, not less than sixty (60) days prior to expiration of the initial Lease Term. The City Manager, at the City Manager's sole discretion, may accept or reject the request to extend.

III.
RENT

3.1 Rent. Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

IV.
AUTHORIZED USE

4.1 Uses. The Leased Premises shall be used and occupied by Tenant solely and exclusively for the purposes set forth in **Exhibit "A"** of this Lease.

4.2 Suitability. Tenant acknowledges that neither City nor any agent of City has made any representation or warranty with respect to the Leased Premises or the Property concerning the suitability of either for the conduct of Tenant's contemplated activities or operations, nor has City agreed to undertake any modification, alteration or improvement to the Leased Premises except as City in its sole discretion may wish to undertake prior to granting Tenant possession of the Lease Premises. Taking of possession of the Leased Premises by Tenant shall conclusively establish that the Leased Premises and the Property were both at such time in satisfactory condition. Tenant acknowledges and agrees that it shall take possession of the Leased Premises "as is."

4.3 Uses Prohibited

a. Tenant shall not do or permit anything to be done in or about the Leased Premises or the Property nor bring or keep anything therein which will increase or otherwise affect the rate of any insurance (including but not limited to fire insurance) upon the Leased Premises or the Property or upon any of their contents (unless Tenant shall pay any such increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Leased Premises or said Property or any part thereof or any of its contents, nor shall Tenant sell or permit it to be kept or used in or about said Leased Premises any articles which may be prohibited by a standard form policy of fire insurance.

b. Tenant shall not cause or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property (if any) or injure or annoy them or use or allow the Leased Premises to be used for any unlawful purpose, any purpose which unduly interferes with the use and enjoyment of the Property by other tenants, or any purpose which exceeds the scope of use set forth in Section 4.1. Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises.

c. Tenant shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute,

ordinance or governmental rule or regulation or requirement of any duly constituted public authorities now in force or which may thereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other simi lar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Leased Premises, or not related or afforded by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether City be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between City and Tenant.

d. City reserves the right to approve or deny in its sole and absolute discretion the installation of any and all trade fixtures upon the Leased Premises by or on behalf of Tenant, including but not limited to trade fixtures which may necessitate the alteration or modification of the Leased Premises or the Property or which may cause damage to the Leased Premises or the Property upon installation or upon removal.

4.4 Improvements. Tenant shall not and may not undertake any improvements to the Leased Premises without the express written consent of City which consent may be granted, denied or conditionally granted in City's sole and absolute discretion. All persons or entities making improvements to the Leased Premises on Tenant's behalf must first be approved by City in its sole and absolute discretion and must provide City with such documentation as City, in its sole and absolute discretion, may request, establishing that the person or its duly licensed and qualified to perform such improvements.

V.
MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

5.1 Maintenance and Repairs.

a. City's Obligation

i. Except as otherwise provided under this Section, City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

b. Tenant's Obligations

i. Tenant, at Tenant's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant in a clean, operable and

sanitary condition. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at City's expense.

ii. Notwithstanding any other provisions of this Lease to the contrary, Tenant shall obtain prior written approval from City for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the City. Such written approval shall be issued by the City Manager or the Assistant City Manager.

iii. Tenant agrees to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, movable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by City to City's reasonable satisfaction, all at Tenant's sole cost and expense. Tenant shall indemnify the City against any loss or liability resulting from delay by Tenant in so surrendering the Leased Premises, including without limitation any claims made by any succeeding Tenant founded on such delay.

iv. Tenant shall be solely and exclusively responsible for the payment of all electrical, water, and gas services provided to the Leased Premises. Tenant acknowledges that there is no internet service currently active in the Building. Tenant shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

v. Tenant shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant shall be responsible for are minor roof repairs.

VI.
ENTRY UPON LEASED PREMISES BY CITY

a. City and its duly authorized officers, agents and employees reserve the right to enter the Leased Premises during reasonable hours to inspect the same; to alter, improve or repair the Lease Premises and any portion of the Property. To the extent possible, City shall give Tenant reasonable notice of its intent to enter the Leased Premises, and the purpose of such intended visit. For each of the aforesaid purposes, City shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, and City shall have the right to use any and all means which City deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises, and any entry to the Leased Premises obtained by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

b. The parties understand and agree that the authority reserved to City/and its duly authorized officers, agents and employees to enter the Leased Premises to inspect, alter, improve, or repair same, as set forth above, contemplates that any such entry shall be during reasonable hours, and except in emergency situations, City shall give Tenant reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit.

VII.
INDEMNIFICATION

7.1 Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expenses (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. Such indemnification includes Tenant's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises. Each party shall further indemnify and hold the other harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the indemnifying party's part to be performed under the terms of this Lease. The indemnifying party upon notice from the indemnified party shall defend the same at the indemnifying party's expense by counsel reasonably satisfactory to the indemnified party.

7.2 Exemption of City from Liability. City shall not be liable for injury or damage which may be sustained by the persons, goods, wares, merchandise or property of Tenant, its employees, invites or customers or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Property of which the Leased Premises is a part, or from other sources. City shall not be liable for any damages arising from any act or neglect of any other Tenant (if any).

VIII.
INSURANCE

8.1 Commercial General Liability Insurance. Tenant shall at Tenant' s sole cost and expense, but for the mutual benefit of City and Tenant, maintain throughout the tern of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as Tenant, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least $1,000,000 per occurrence and $2,000,000 aggregate, and shall list the City and its officers and employees as "an additionally insured".

8.2 Form of the Policies. The policies required by City shall be in a form reasonably satisfactory to City and shall include actual endorsements.

8.3 Waiver of Subrogation. City and Tenant each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving Patty or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

8.5 Fire Insurance. City shall procure and maintain a policy of insurance for damage and/or destruction to the Property where such damage and/or destruction is caused by fire. Tenant shall procure and maintain a policy of insurance for damage and/or destruction to fixtures, equipment and other personal property which it places, stores or otherwise maintains in or on the Leased Premises where such damage and/or destruction is caused by fire.

IX.
DAMAGE TO LEASED PREMISES

9.1 Partial Damage – Insurance Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there is made available to City pursuant to Article VII, above, insurance proceeds for such damage paying eighty percent (80%) or more of the cost of repairing such damage, City and Tenant shall utilize all such insurance proceeds to pay any additional cost and cause the Leased Premises to be repaired promptly to a condition existing immediately prior to such damage, with this Lease to continue in full force and effect.

9.2 Partial Damage – Insurance Not Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there are no insurance proceeds available, or the insurance proceeds available are less than eighty percent (80%) or more of the cost of repairing such damage, then City shall have the option for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined (a) to elect to terminate this Lease and to retain all insurance proceeds; or (b) to repair the damage at City's expense. The failure of City to take any actions within the sixty (60) day period shall be deemed to be an election to terminate the Lease. In the event City elects to repair such damage, such work shall be completed promptly restoring Leased Premises to the condition existing immediately prior to such damage and this Lease shall continue in full force and effect. In the event City elects to terminate the Lease, Tenant shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event Tenant elects to do so, coincidentally therewith Tenant shall deposit with City or make available to City on terms acceptable to City, the amount required in addition to any available insurance proceeds to complete the repairs. City shall cause such repair work to be completed promptly thereafter restoring the Leased Premises to the condition existing immediately prior to such damage, and this Lease shall continue to full force and effect.

9.3 Destruction. In the event the Leased Premises are totally destroyed or the Leased Premises cannot be repaired as required herein under applicable laws and regulations, notwithstanding, the availability of insurance proceeds or contributions from Tenant, this Lease shall be terminated effective from the date of the damage.

X.
ASSIGNMENT AND SUBLETTING

10.1 City's Consent Required. Tenant shall not assign, sublet, transfer, mortgage, pledge, hypothecate or encumber all or any portion of the Leased Premises, the Maxson Auditorium or this Lease, without the prior written consent of City and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Lease.

10.2 No Release of Tenant. No consent by City to any assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease whether occurring before or after such consent, assignment, or subletting. The consent by City to any assignment or subletting shall not relieve Tenant from the obligation to obtain City's express written consent to any other assignment or subletting the acceptance of rent by City from any other person shall not be deemed to be a waiver by City of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

XI.
DEFAULT, REMEDIES AND TERMINATION

11.1 Default. The following is a non-exhaustive list of occurrences which shall constitute a default on the part of Tenant.

a. The abandonment or vacation of the Leased Premises by Tenant prior to the expiration of the Lease term.

b. A failure by Tenant to observe and perform any other provisions of this Lease to be observed or performed by Tenant, where said failure continues for twenty (20) days after written notice thereof by City to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Tenant shall within such period commence such cure and thereafter diligently prosecutes the same to completion.

c. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, the case of a petition filed against Tenant is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days of the attachment, execution or other Judicial seizure of substantially all of

Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease where such seizure is not discharged within (30) days.

d. Tenant makes a material misrepresentation in the performance of this Lease or in the conduct of any audit of Tenant authorized under this Lease.

11.2 Remedies. In the event of any such material default or breach by Tenant, City may undertake any of the following courses of action at any time thereafter and without limiting its right to exercise any other right or remedy at law or in equity.

a. Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenants rights to possession irrespective of whether Tenant shall have abandoned the Leased Premises. In the event City elects not to terminate the Lease, City shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Leased Premises as City deems reasonably and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such re-letting occurs this Lease shall terminate automatically upon the new Tenant taking possession of the Leased Premises. Notwithstanding that City fails to elect to terminate the Lease initially, City at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.

b. Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to City. In such event City shall be entitled to recover from Tenant all damages incurred by City by reason of Tenant's default, including without limitation thereto the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination, plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate City for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, plus (v) at City's election such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry City shall have the right to make any reasonable repairs, alterations or modifications to the Leased Premises, which City in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%).

11.3 Default by City. City shall not be in default unless City fails to perform obligations required of City within a reasonable time but in no event later than thirty (30) days after written notice by Tenant to City specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30)- day period and thereafter diligently prosecutes the same to completion.

11.4 Termination for Convenience. Section 2.1 of this Lease notwithstanding, City may terminate this Lease for convenience and without cause upon six (6) months prior written notice to Tenant, provided the issuance of any such written notice by City must be approved by the City Council. Tenant may terminate this Lease for convenience and without cause upon thirty (30) days prior written notice to City.

XII.
MISCELLANEOUS

12.1 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between City and Tenant relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both City and Tenant.

City and Tenant agree hereby that all prior or contemporaneous oral agreement between or among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Lease shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

12.3 Costs of Suit.

a. If Tenant or City shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease including any suit by City for the recovery of rent or possession of the Leased Premises, the losing party shall pay the successful party a reasonable suit for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgement.

b. Should City without fault on City's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant or by or against any person holding under or using the Leased Premises by licensee of Tenant, or for the foreclosure of any lien for labor or material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such person. Tenant covenants to save and hold City harmless from any judgment rendered against City or the Leased Premises or any part thereof and all costs and

expenses, including reasonable attorney's fees incurred by City in or in connection with such litigation.

12.4 Time Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof, except as to the condition related to the delivery of possession of the Leased Premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either Party, shall be deemed to be joint and several and all rights and remedies of the Parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

12.5 Binding Effect; Choice of Law. The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Tenant, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

12.6 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant; term or condition. Acceptance by City of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by City in writing.

12.7 Surrender of Leased Premises. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof shall not work as merger and shall at the option of the City terminate all or any existing subleases or subtenancies or may at the option of the City operate as an assignment to it of any or all such subleases or subtenancies.

12.8 Holding Over. If Tenant remains in possession of all or any part of the Leased Premises after the expiration of the term hereof, with or without the express or implied consent of City such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term and in such case rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

12.9 Signs.

a. Tenant shall not inscribe, paint, affix, place or permit to be placed any projecting sign, awning, advertisement, sign, notice or placard on the exterior or roof of the Leased Premises or upon or about the entrance doors, windows, sidewalks or areas adjacent to the Leased Premises without City's prior written consent. City reserves the right in City's sole discretion to place and locate on the roof, exterior sidewalks and rear wall of said Leased Premises or any portion of the Maxson Auditorium of which the Leased Premises may constitute a part but which are not leased to Tenant such notices,

signs, marquees and advertisements as City may deem appropriate in the operation of City's affairs.

b. Any such signs or other items described above installed by Tenant with City's consent shall be removed at the expiration or earlier termination of the Lease at Tenant's expense and Tenant shall repair any damage caused to the Leased Premises resulting from such removal. If Tenant fails to do so City may cause such removal and repair on Tenant's behalf at Tenant's expense. If Tenant installs such items without City's consent, Tenant shall remove same promptly, upon receipt of a request by City to do so and shall repair the Leased Premises accordingly. If Tenant fails to do so City may cause such removal and repair to be performed at Tenant's behalf at Tenant's expense. Tenant shall not use the City of El Monte name in connection with any business carried on in said Leased Premises without the prior written consent of City. City reserves the right to change the name and title of the Maxson Auditorium at any time during the term of said Lease. Tenant expressly agrees to such change at the option of City and waives any and all damage occasioned thereby.

12.10 Notices. All notices or demands of any kind required or desired to be given by City or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid addressed to the City or Tenant respectively at the addresses set forth below.

CITY: City of El Monte El Monte City Hall West 11333 Valley Boulevard El Monte, CA 91731 Attn: Parks, Recreation and Community Services Department Director Phone: _____ Email: _____	TENANT San Gabriel Valley LGBTQ Center P.O. Box 1395 Monrovia, CA 91017 Attn: _____ Phone: _____ Email: _____

12.11 Maintenance and Inspection Records.

a. Records. Tenant shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant shall provide to City, within twenty (20) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant and true and correct, and all records required to be kept by Tenant shall be made available to City upon request.

b. Audit. Tenant shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the City no later than sixty (60) days after the end of the fiscal year (June 30th). Audit

shall be conducted at the City's expense. Tenant shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either Party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the Tenant. Tenant shall maintain schedules of all fixed assets purchased and all capital improvements to the Maxson Auditorium. For that purpose, Tenant and City agree to complete an inventory of all Maxson Auditorium assets, furniture, fixtures, and equipment within (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with _____, 2022. If any audit required hereunder discloses material misrepresentation by Tenant, its staff or agents in its reports, requests or negotiations with City, then City may terminate this Lease as provided under Article XI, above.

c. Calendar of Events. On a quarterly basis, Tenant shall provide the City a calendar of events identifying any and all events occurring on the Leased Premises for the upcoming quarter. City shall review and approve all events in its sole and absolute discretion.

CITY OF EL MONTE	TENANT SAN GABRIEL VALLEY LGBTQ CENTER
By: _____ Alma K. Martinez, City Manager	By: _____ Its: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By: _____ City Attorney	By: _____

Exhibit A

USES OF THE MOUNTAIN VIEW PARK (MAXSON) AUDITORIUM

BY THE SGV LGBTQ CENTER

Lessee shall utilize the Mountain Maxson Auditorium as a gathering place in order to promote a safe and inclusive San Gabriel Valley for people of all orientations and gender identities. The desired outcome of Lessee utilizing the Mountain View Park Auditorium is to:

1. Foster advocacy, education, and respect for individuals;
2. Encourage cultural diversity, healthy living, and full achievement of personal potential;
3. Improve the overall visibility of the SGV LGBTQ community within the general population;
4. Provide locally available, culturally competent programs and services; and
5. Promote interconnection amongst the SGV LGBTQ community.

2021

LEASE AGREEMENT

(11126 Ramona Boulevard, El Monte, California)

THIS LEASE AGREEMENT (hereinafter, "Lease") is made and entered into this _____ day of _____ 2021 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and the VETERANS OF FOREIGN WARS, POST 10218, (hereinafter, "TENANT"). For the purposes of this Lease, CITY and TENANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or TENANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY is the owner of real property commonly identified as 11126 Ramona Boulevard, El Monte, California 91731 (hereinafter, the "Property"); and

WHEREAS, the CITY acquired the subject property from the Alameda Corridor-East Construction Authority ("ACE"); and

WHEREAS, ACE, among other things, conditioned the sale of the Property on CITY's covenant and agreement to use the Property for "public purposes"; and

WHEREAS, the Property consists of one commercial building (hereinafter, the "Building") containing three (3) rental units; and

WHEREAS, TENANT is a non-profit corporation desirous of renting all three units of the Property under the terms and conditions set forth in this Lease; and

WHEREAS, the execution of this Lease was approved by the El Monte City Council at its Regular Meeting of _____, 2021 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.
PROPERTY DESCRIPTION

1.1 Lease of Leased Premises. CITY hereby agrees to lease to TENANT and TENANT hereby agrees to lease from CITY the three units located upon the Property, Units A, B and C, of Property (hereinafter referred to as the "Leased Premises").

II.
TERM

2.1 Term. The Lease shall have a term of four (4) years which shall be deemed to commence effective February 7, 2022 and end at 11:59 pm on February 6, 2026 (the "Expiration Date"). In the event the Parties have not agreed to the terms of a new written agreement by or before the Expiration Date of the Lease, the Lease shall extend automatically subject to its same terms and conditions on a month-to-month basis for a maximum of six (6) months.

III.
RENT

3.1. Rent. TENANT shall pay to CITY an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease term and thereafter each year on the anniversary of the commencement of the Lease term.

IV.
AUTHORIZED USE

4.1 Uses. The Leased Premises shall be used and occupied by TENANT solely and exclusively for the purposes set forth in **Exhibit "A"** of this Lease.

4.2 Suitability. TENANT acknowledges that neither CITY nor any agent of CITY has made any representation or warranty with respect to the Leased Premises or the Property concerning the suitability of either for the conduct of TENANT's contemplated activities or operations, nor has CITY agreed to undertake any modification, alteration or improvement to the Leased Premises except as CITY in its sole discretion may wish to undertake prior to granting TENANT possession of the Leased Premises. The taking of possession of the Leased Premises by TENANT shall conclusively establish that the Leased Premises and the Property were both at such time in satisfactory condition. TENANT acknowledges and agrees that it shall take possession of the Leased Premises "as is."

4.3 Uses Prohibited.

(a) TENANT shall not do or permit anything to be done in or about the Leased Premises or the Property nor bring or keep anything therein which will increase or otherwise affect the rate of any insurance (including but not limited to fire insurance) upon the Leased Premises or the Property or upon any of their contents (unless TENANT shall pay any such increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Leased Premises or said Property or any part thereof or any of its contents, nor shall TENANT sell or permit to be kept, used or said in or about said Leased Premises any articles which may be prohibited by a standard form policy of fire insurance.

(b) TENANT shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other

tenants or occupants of the Property (if any) or injure or annoy them or use or allow the Leased Premises to be used for any unlawful purpose, any purpose which unduly interferes with the use and enjoyment of the Property by other tenants, or any purpose which exceeds the scope of use set forth in Section 4.1. TENANT shall not commit or suffer to be committed any waste in or upon the Leased Premises.

(c) TENANT shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of any duly constituted public authorities now in force or which may thereafter be enacted or promulgated. TENANT shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Leased Premises, or not related or afforded by TENANT's improvements or acts. The judgment of any court of competent jurisdiction or the admission of TENANT in any action against TENANT, whether CITY be a party thereto or not, that TENANT has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between CITY and TENANT.

(d) CITY reserves the right to approve or deny in its sole and absolute discretion the installation of any and all trade fixtures upon the Leased Premises by or on behalf of TENANT, including but not limited to trade fixtures which may necessitate the alteration or modification of the Leased Premises or the Property or which may cause damage to the Leased Premises or the Property upon installation or upon removal.

4.4 Improvements. TENANT shall not and may not undertake any improvements to the Leased Premises without the express written consent of CITY which consent may be granted, denied or conditionally granted in CITY's sole and absolute discretion. All persons or entities making improvements to the Leased Premises on TENANT's behalf must first be approved by CITY in its sole and absolute discretion and must provide CITY with such documentation as CITY, in its sole and absolute discretion, may request, establishing that the person or entity is duly licensed and qualified to perform such improvements.

V.
MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

5.1 Maintenance and Repairs.

(a) CITY's Obligations

(i) Except as otherwise provided under this Section, CITY at its sole

cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property which are currently in place or which the CITY, in its sole and absolute discretion, may later install. The foregoing notwithstanding, CITY shall be under no obligation to undertake such repairs or construct such improvements as CITY deems unreasonable, unnecessary or economically infeasible in CITY's sole and absolute discretion.

(b) TENANT's Obligations

(i) TENANT, at TENANT's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by TENANT in a clean, operable and sanitary condition. TENANT expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford TENANT the right to make repairs at CITY's expense.

(ii) Notwithstanding any other provisions of this Lease to the contrary, TENANT shall obtain prior written approval from CITY for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the CITY. Such written approval shall be issued by the City Manager.

(iii) TENANT agrees to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by CITY to CITY's reasonable satisfaction, all at TENANT's sole cost and expense. TENANT shall indemnify the CITY against any loss or liability resulting from delay by TENANT in so surrendering the Leased Premises, including without limitation any claims made by any succeeding TENANT founded on such delay.

(iv) TENANT shall be solely and exclusively responsible for the payment of all electrical, water, gas, telephone, internet and cable television services provided to the Leased Premises.

(v) TENANT shall also be responsible for the cost of any and all minor repairs totaling Five Hundred Dollars ($500) or less per invoiced repair event. Included among the various minor repairs that TENANT shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof

repairs. TENANT shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by CITY. CITY reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by CITY must be made in writing.

VI.
ENTRY UPON LEASED PREMISES BY CITY

6.1 CITY and its duly authorized officers, agents and employees reserve the right to enter the Leased Premises during reasonable hours to inspect the same; to alter, improve or repair the Leased Premises and any portion of the Property. To the extent possible, CITY shall give TENANT reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit. For each of the aforesaid purposes, CITY shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, and CITY shall have the right to use any and all means which CITY may deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises, and any entry to the Leased Premises obtained by CITY by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of TENANT from the Leased Premises or any portion thereof.

6.2 The parties understand and agree that the authority reserved to CITY and its duly authorized officers, agents and employees to enter the Leased Premises to inspect, alter, improve, agents and employees to enter the Leased Premises to inspect, alter, improve, or repair same, as set forth above, contemplates that any such entry shall be during reasonable hours, and except in emergency situations, CITY shall give TENANT reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit.

VII.
INDEMNFICATION

7.1 Indemnity. TENANT shall indemnify and hold harmless CITY and ACE from and against any and all claims arising from TENANT's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by TENANT in or about the Leased Premises and shall further indemnify and hold CITY and ACE harmless from and against any and all claims arising from any breach or default in the performance of any obligation on TENANT's part to be performed under the terms of this Lease, or arising from any act or negligence of TENANT, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against CITY and ACE by reason of any such claim. TENANT upon notice from CITY and ACE shall defend the same at TENANT's expense by counsel reasonably satisfactory to CITY and ACE, provided, however, that TENANT shall not be liable for damage or injury occasioned by

the negligent or intentional acts of CITY and ACE and its designated agents or employees unless covered by insurance TENANT is required to provide.

7.2 Exemption of CITY from Liability. CITY shall not be liable for injury or damage which may be sustained by the person, goods, wares merchandise or property of TENANT, its employees, invites or customers or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Property of which the Leased Premises is a part, or from other sources. CITY shall not be liable for any damages arising from any act or neglect of any other TENANT (if any).

VIII.
INSURANCE

8.1 Commercial General Liability Insurance. TENANT shall at TENANT's sole cost and expense, but for the mutual benefit of CITY and TENANT, maintain throughout the term of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as TENANT, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. Such Insurance shall have a combined single limit of not less than One Million Dollars ($1,000,000.00) and shall list the CITY as "an additionally insured".

8.2. Form of the Policies. The policies required by CITY shall be in a form reasonably satisfactory to CITY and shall include actual endorsements.

8.3 Waiver of Subrogation. CITY and TENANT each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

8.4 Fire Insurance. CITY shall procure and maintain a policy of insurance for damage and/or destruction to the Property where such damage and/or destruction is caused by fire. TENANT shall procure and maintain a policy of insurance for damage and/or destruction to fixtures, equipment and other personal property which it places, stores or otherwise maintains in or on the Leased Premises where such damage and/or destruction is caused by fire.

IX.
DAMAGE TO LEASED PREMISES

9.1 Partial Damage – Insurance Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event

there is made available to CITY pursuant to Article VII, above, insurance proceeds for such damage paying eighty percent (80%) or more of the cost of repairing such damage, CITY and TENANT shall utilize all such insurance proceeds to pay any additional cost and cause the Leased Premises to be repaired promptly to a condition existing immediately prior to such damage, with this Lease to continue in full force and effect.

9.2 Partial Damage – Insurance Not Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there are no insurance proceeds available, or the insurance proceeds available are less than eighty percent (80%) or more of the cost of repairing such damage, then CITY shall have the option for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined ***(a)*** to elect to terminate this Lease and to retain all insurance proceeds; or ***(b)*** to repair the damage at CITY's expense. The failure of CITY to take any actions within the sixty (60) day period shall be deemed to be an election to terminate the Lease. In the event CITY elects to repair such damage, such work shall be completed promptly restoring the Leased Premises to the condition exiting immediately prior to such damage and this Lease shall continue in full force and effect. In the event CITY elects to terminate the Lease, TENANT shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event TENANT elects to do so, coincidentally therewith TENANT shall deposit with CITY or make available to CITY on terms acceptable to CITY, the amount required in addition to any available insurance proceeds to complete the repairs. CITY shall cause such repair work to be completed promptly thereafter restoring the Leased Premises to the condition existing immediately prior to such damage, and this Lease shall continue to full force and effect.

9.3 Destruction. In the event the Leased Premises are totally destroyed, or the Leased Premises cannot be repaired as required herein under applicable laws and regulations, notwithstanding, the availability of insurance proceeds or contributions from TENANT, this lease shall be terminated effective from the date of the damage.

X.
ASSIGNMENT AND SUBLETTING

10.1 CITY's Consent Required. TENANT shall not assign, sublet, transfer, mortgage, pledge, hypothecate or encumber all or any portion of the Leased Premises, the Building or this Lease, without the prior written consent of CITY and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Lease.

10.2 No Release of TENANT. No consent by CITY to any assignment or subletting by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease whether occurring before or after such consent, assignment or subletting. The consent by CITY to any assignment or subletting shall not relieve TENANT from the obligation to obtain CITY's express written consent to any other assignment or subletting. The acceptance of rent by CITY from any other person shall not be deemed to be a waiver by CITY of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment,

subletting or other transfer.

10.3 The parties acknowledge, each to the other, that TENANT at the time the 2006 Lease was executed, TENANT was in process of restructuring its non-profit unincorporated entity to a non-profit Public Business Corporation. The Parties agree that that this restructuring when completed would not be deemed an assignment under this lease. TENANT shall provide CITY upon written request any and all documentation evidencing its non-profit status.

10.4 Subject to approvals necessary as set forth in this section, TENANT shall use its best efforts to make space available for non-profit community groups performing similar or complimentary veterans related functions and requests by CITY to make such space available shall not be unreasonably withheld.

XI.
DEFAULT, REMEDIES AND TERMINATION

11.1 Default. The following is a non-exhaustive list of occurrences which shall constitute a default on the part of TENANT:

(a) The abandonment or vacation of the Leased Premises by TENANT prior to the expiration of the Lease term;

(b) A failure by TENANT to observe and perform any other provisions of this Lease to be observed or performed by TENANT, where such failure continues for twenty (20) days after written notice thereof by CITY to TENANT; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, TENANT shall not be deemed to be in default if TENANT shall within such period commence such cure and thereafter diligently prosecute the same to completion;

(c) The making by TENANT of any general assignment or general arrangement for the benefit of creditors; the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, the case of a petition filed against TENANT the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of TENANT's assets located at the Leased Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) days or the attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the Leased Premises or of TENANT's interest in this Lease where such seizure is not discharged within thirty (30) days;

(d) TENANT makes a material misrepresentation in the performance of this Lease or in the conduct of any audit of TENANT authorized under this Lease.

11.2 Remedies. In the event of any such material default or breach by TENANT, CITY may undertake any of the following courses of action at any time thereafter and without limiting its right to exercise any other right or remedy at law or in equity:

(a) Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating TENANT's rights to possession irrespective of whether TENANT shall have abandoned the Leased Premises. In the event CITY elects not to terminate the Lease, CITY shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Leased Premises as CITY deems reasonably and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. In the event any such re-letting occurs this Lease shall terminate automatically upon the new TENANT taking possession of the Leased Premises. Notwithstanding that CITY fails to elect to terminate the Lease initially, CITY at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of TENANT.

(b) Terminate TENANT's right to possession by any lawful means, in which case this Lease shall terminate, and TENANT shall immediately surrender possession of the Premise to CITY. In such event CITY shall be entitled to recover from TENANT all damages incurred by CITY by reason of TENANT's default, including without limitation thereto the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination, plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate CITY for all the detriment proximately caused by TENANT's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, plus (v) at CITY's election such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry CITY shall have the right to make any reasonable repairs, alterations or modifications to the Leased Premises, which CITY in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%).

11.3 Default by CITY. CITY shall not be in default unless CITY fails to perform

obligations required of CITY within a reasonable time but in no event later than thirty (30) days after written notice by TENANT to CITY specifying wherein CITY has failed to perform such obligations; provided, however, that if the nature of CITY's obligation is such that more than thirty (30) days are required for performance then CITY shall not be in default if CITY commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion.

11.4 Termination for Convenience. Section 2.1 of this Lease notwithstanding, CITY may terminate this Lease for convenience and without cause upon six (6) months prior written notice to TENANT, provided the issuance of any such written notice by CITY must be approved by the City Council. TENANT may terminate this Lease for convenience and without cause upon thirty (30) days prior written notice to CITY.

XII.
MISCELLANEOUS

12.1 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between CITY and TENANT relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both CITY and TENANT. CITY and TENANT agree hereby that all prior or contemporaneous oral agreement between or among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

12.3 Costs of Suit.

(a) If TENANT or CITY shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease including any suit by CITY for the recovery of rent or possession of the Leased Premises, the losing party shall pay the successful party a reasonable suit for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(b) Should CITY without fault on CITY's part, be made a party to any litigation instituted by TENANT or by any third party against TENANT or by or against any person holding under or using the Premises by licensee of TENANT, or for the foreclosure of any lien for labor or material furnished to or for TENANT or any such other person or otherwise arising out of or resulting from any act or transaction of TENANT or of any such person. TENANT covenants to save and hold CITY harmless from any judgment rendered against CITY or the Leased Premises or any part thereof and all costs and expenses, including reasonable attorney's fees incurred by CITY in or in connection with such litigation.

12.4 Time: Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof, except as to the condition relating to the delivery of possession of the Leased Premises to TENANT. All the terms, covenants and conditions contained in this Lease to be performed by either Party, shall be deemed to be joint and several and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

12.5 Binding Effect; Choice of Law. The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by TENANT, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

12.6 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by CITY of any performance by TENANT after the time the same shall have become due shall not constitute a waiver by CITY of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by CITY in writing.

12.7 Surrender of Leased Premises. The voluntary or other surrender of this Lease by TENANT or a mutual cancellation thereof shall not work as merger and shall at the option of the CITY terminate all or any existing subleases or subtenancies or any at the option of the CITY operate as an assignment to it of any or all such subleases or subtenancies.

12.8 Holding Over. If TENANT remains in possession of all or any part of the Leased Premises after the expiration of the term hereof, with or without the express or implied consent of CITY such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term and in such case rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

12.9 Signs.

(a) TENANT shall not inscribe, paint, affix, place or permit to be placed any projecting sign, awning, advertisement, sign, notice or placard on the exterior or roof of the Leased Premises or upon or about the entrance doors, windows, sidewalks or areas adjacent to the Leased Premises without CITY's prior written consent. CITY reserves the right in CITY's sole discretion to place and locate on the roof, exterior sidewalks and rear wall of said Leased Premises or any portion of the Building of which the Leased

Premises may constitute a part but which are not leased to TENANT such notices, signs, marquees and advertisements as CITY may deem appropriate in the operation of CITY's affairs.

(b) Any such signs or other items described above installed by TENANT with CITY's consent shall be removed at the expiration or earlier termination of the Lease at TENANT's expense and TENANT shall repair any damage caused to the Leased Premises resulting from such removal. If TENANT fails to do so CITY may cause such removal and repair on TENANT's behalf at TENANT's expense. If TENANT installs such items without CITY's consent, TENANT shall remove same promptly, upon receipt of a request by CITY to do so and shall repair the Leased Premises according if TENANT fails to do so CITY may cause such removal and repair to be performed on TENANT's behalf at TENANT's expense. TENANT shall not use the City of El Monte name in connection with any business carried on in said Leased Premises without the prior written consent of CITY. CITY reserves the right to change the name and title of the building at any time during the term of said Leases. TENANT expressly agrees to such change at the option of CITY and waives any and all damage occasioned thereby.

12.10 Notices. All notices or demands of any kind required or desired to be given by CITY or TENANT hereunder shall be in writing and shall be deemed delivered forth-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid addressed to the CITY or TENANT respectively at the addresses set forth below:

CITY:	TENANT:
City of El Monte City Manager's Office El Monte City Hall – East 11333 Valley Boulevard El Monte, CA 91731 Attn: Alma K. Martinez Phone: (626) 580-2001	Veterans of Foreign Wars, Post 10218 American Legion Hall 4542 N. Peck Road El Monte, CA 91732 Attn: Post Commander Phone:_____ Fax:_____

12.11 Maintenance and Inspection of Records.

(a) Records. TENANT shall use an accounting system approved by CITY and shall prepare and maintain all records as may be required by CITY. TENANT shall provide to CITY, within twenty (20) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by TENANT and true and correct, and all records required to be kept by TENANT shall be made available to CITY upon request.

(b) Audit. TENANT shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the CITY no later than 60 days after the end of the fiscal year. Audit shall be conducted at the CITY's expense. TENANT shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the TENANT. TENANT shall maintain schedules of all fixed assets purchased and all capital improvements to the Building. For that purpose, TENANT and CITY agree to complete an inventory of all Building assets, furniture, fixtures and equipment within thirty (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with June 1, 2022. If any audit required hereunder discloses any material misrepresentation by TENANT, its staff or agents in its reports, requests or negotiations with CITY, then CITY may terminate this Lease as provided under Article XI, above.

(c) Calendar of Events. On a quarterly basis, TENANT shall provide the CITY a calendar of events identifying any and all events occurring on the premises for the upcoming quarter. This includes all "rental" events whether on a "special" one time basis or recurring basis. CITY shall review and approve all events at its sole and absolute discretion.

CITY OF EL MONTE

By:_____
Alma K. Martinez, City Manager

TENANT - VETERANS OF FOREIGN WARS, POST 10218

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, Assistant City Attorney

Exhibit "A"

CONCEPT FOR THE GREATER EL MONTE VETERANS COMMUNITY CENTER

The Greater El Monte Veterans Community Center will be formed to work with other agencies to provide supportive services to veterans and their families, including education programs, job training and employment services, counseling, health service referrals, money management services, and affordable housing referrals. Incidental to the aforementioned primary uses, the Center may from time-to-time make the Leased Premises available to other persons or entities on a for-hire basis for the purpose of conducting social or other community-oriented activities such as, but not limited to luncheons, dinner-dances, weddings, award ceremonies, birthday parties, and other similar functions.

Purpose
The Greater El Monte Veterans Community Center will support the concerns of all veterans by providing resources and volunteer services coordination to Veteran groups and other El Monte Community Service Organizations. In addition, the Center will identify funding and grant opportunities that support Veteran issues.

Mission
The mission of the Center for Veteran Affairs will be in line with the mission of the Veterans & Homeless Affairs Commission, which is to "provide advocacy and support for better communication, planning, and cooperation among entities for veterans and their families in the City of El Monte.

CITY OF EL MONTE

PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

COUNCIL MEETING OF DECEMBER 14, 2021

December 6, 2021

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 LEASE AGREEMENT BY AND BETWEEN THE CITY OF EL MONTE AND CLAREMONT GRADUATE UNIVERSITY, A CALIFORNIA NON-PROFIT CORPORATION, AND THE SOUTH EL MONTE ART POSSE FOR THE CITY-OWNED BUILDING LOCATED AT 3820 PENN MAR AVENUE (ZAMORA ART HOUSE), CITY OF EL MONTE AND THE SAN GABRIEL VALLEY LGBTQ 501© NON-PROFIT ORGANIZATION FOR THE CITY-OWNED BUILDING LOCATED AT 12127 ELLIOTT AVENUE (MAXSON AUDITORIUM) AS WELL AS THE RENEWAL OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF EL MONTE AND THE VETERANS OF FOREIGN WARS POST 10218 FOR THE CITY-OWNED BUILDING LOCATED AT 11126 RAMONA BOULEVARD.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and authorize the City Manager to execute a lease agreement with Claremont Graduate University, a California non-profit corporation, and the South El Monte Art Posse ("SEMAP") for a one (1) year lease for the City-owned building at 3820 Penn Mar Avenue for a term of not more than twelve (12) months;
2. Consider and authorize the City Manager to execute a lease agreement with San Gabriel Valley LGBTQ non-profit corporation (SGV LGBTQ) for a one (1) year lease for the City-owned building at 12127 Elliott Avenue for a term of not more than twelve (12) months; and
3. Consider and Authorize the City Manager to execute a renewal of a lease agreement with the Veterans of Foreign Wars Post 10218 for the City-owned building located at 11126 Ramona Boulevard for a term of not more than four (4) years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City and Claremont Graduate University, a California non-profit corporation, and the SEMAP will enter into an initial lease agreement regarding the City-owned facility at 3820 Penn Mar Avenue. The lease agreement is set to expire after twelve (12) months.

The City and the SGV LGBTQ non-profit organization will enter into an initial lease agreement regarding the City-owned facility at 12127 Elliott Avenue. The lease agreement is set to expire after twelve (12) months.

The City and the Veterans of Foreign Wars, Post 10218 ("VFW") have been parties to a lease agreement regarding the City-owned facility at 11126 Ramona Boulevard for the past ten (10) years. The lease agreement is set to expire on February 7, 2022. The Restated Lease agreement is set to expire after four (4) years on February 2026.

DISCUSSION

The SEMAP was awarded the Whiting Public Engagement Fellowship. The desired outcome for this is to: 1) build five (5) thematic bike/walking tours related to El Monte and South El Monte's past; 2) work with El Monte Union High School District administrators and staff to integrate El Monte/South El Monte history into the curriculum for Ethnic Studies courses; and 3) paint a mural that reflects el Monte's rich history.

The Zamora Art House building is scheduled to undergo renovations starting the month of January 2022. The estimated completion timeline given by our Public Works Department of said renovations is scheduled to take place in the month of February 2022 after which the twelve (12) month lease agreement will be set to start.

Property Location: City-owned property land and improvements located at 3820 Penn Mar Avenue, El Monte, California.

Lease Term: The Lease shall have an initial term of one (1) year commencing upon the completion of renovation of the building. The Lease shall terminate automatically one (1) year from the date that SEMAP takes occupancy, unless sooner terminated or extended as provided in this Agreement.

Rent: Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

Use: Tenant/SEMAP shall utilize the Zamora Art House in order to implement the Whiting Public Engagement Fellowship. The desired outcome of Tenant/SEMAP utilizing the Zamora Art House is to:

1. Build five (5) thematic bike/walking tours related to the City of El Monte and the City of South El Monte's past;
2. Work with the City of El Monte Union High School District administrators and staff to integrate El Monte/South El Monte history into the curriculum for Ethnic Studies course; and
3. Install a mural that reflects El Monte's rich history.

Maintenance and Repairs (City): City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

Tenant Obligations: Tenant's/SEMAP, at Tenant's/SEMAP's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant/SEMAP in a clean, operable and sanitary condition. Tenant and SEMAP expressly waive the benefits of any statute now or hereafter in effect which would otherwise afford Tenant or SEMAP the right to make repairs at City's expense.

Utilities: City shall be solely and exclusively responsible for the payment of all electrical, water, and gas, services provided to the Leased Premises. Tenant's/SEMAP acknowledges that there is no internet service currently active in the Building. Tenant/SEMAP shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

Maintenance and Repairs (Tenant): Tenant's/SEMAP shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant's/SEMAP shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. Tenant/SEMAP shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by City. City reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by City must be made in writing.

Indemnity & Insurance: Tenants/SEMAP shall indemnify and hold harmless City from and against any and all claims arising from Tenant's/SEMAP's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant/SEMAP in or about the Leased Premises

and shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's/SEMAP's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant's/SEMAP, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim. Tenant's/SEMAP upon notice from City shall defend the same at Tenant's/SEMAP's expense by counsel reasonably satisfactory to City provided, however, that Tenant's/SEMAP shall not be liable for damage or injury occasioned by the negligent or intention, al acts of City and its designated agents or employees unless covered by insurance Tenant's/SEMAP is required to provide.

Maintenance and Inspection of Records: Tenant's/SEMAP shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant/SEMAP shall provide to City, within one hundred fifth (150) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant's/SEMAP and true and correct, and all records required to be kept by Tenant's/SEMAP shall be made available to City upon request.

The SGV LGBTQ is a 501© non-profit organization founded in 2011 which seeks to provide a safe and inclusive place for people of all sexual orientations and genders. The SGV LGBTQ organization desires to rent the Maxson Auditorium in order to expand its programming and availability to the public by entering into a lease agreement for a period of twelve (12) months.

Property Location: City Owned property land and improvements located at 12127 Elliott Avenue, El Monte, California

Lease Term: The Lease shall have an initial term of one (1) year commencing upon the lease effective date (which is anticipated to be on or about January 2, 2022) and shall terminate automatically one (1) year from the date that SGV LGBTQ takes occupancy, unless sooner terminated or extended as provided in this Agreement.

Rent: Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

Use: Tenant/SGV LGBTQ shall utilize the Maxson Auditorium in order to implement a gathering safe place for people of all orientations and gender identities as set forth in Exhibit A.

Maintenance and Repairs (City): City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

Tenant Obligations: Tenant/SGV LGBTQ, at Tenant's/SGV LGBTQ's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant/SGV LGBTQ in a clean, operable and sanitary condition. Tenant and SGV LGBTQ expressly waive the benefits of any statute now or hereafter in effect which would otherwise afford Tenant or SGV LGBTQ the right to make repairs at City's expense.

Utilities: City shall be solely and exclusively responsible for the payment of all electrical, water, and gas, services provided to the Leased Premises. Tenant/SGV LGBTQ acknowledges that there is no internet service currently active in the Building. Tenant/SGV LGBTQ shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

Maintenance and Repairs (Tenant): Tenant/SGV LGBTQ shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant/SGV LGBTQ shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. Tenant/SGV LGBTQ shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by City. City reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by City must be made in writing.

Indemnity & Insurance: Tenant and SGV LGBTQ shall indemnify and hold harmless City from and against any and all claims arising from Tenant's and SGV LGBTQ's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant or SGV LGBTQ in or about the Leased Premises and shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's/SGV LGBTQ's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant or SGV LGBTQ, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection

with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim. Tenant/SGV LGBTQ upon notice from City shall defend the same at Tenant's/SGV LGBTQ's expense by counsel reasonably satisfactory to City provided, however, that Tenant/SGV LGBTQ shall not be liable for damage or injury occasioned by the negligent or intention, all acts of City and its designated agents or employees unless covered by insurance Tenant/SGV LGBTQ is required to provide.

Maintenance and Inspection of Records: Tenant/SGV LGBTQ shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant shall provide to City, within one hundred fifth (150) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant/SGV LGBTQ and true and correct, and all records required to be kept by Tenant/SGV LGBTQ shall be made available to City upon request.

The Veterans of Foreign Wars Post 10218 Hall city-owned facility at 11126 Ramona Boulevard is not subject to any renovations at the moment and the renewal of the lease agreement is set to expire after four (4) years.

At this location the VFW has provided a community benefit and they have indicated a strong desire to continue on at this location well into the future. A lease has been drafted for City Council review and approval. Below is an outline of some of the key terms of the lease:

Property Location: City Owned property land and improvements located at 11126 Ramona Boulevard.

Lease Term: The Lease shall have a term of four (4) years which shall be deemed to commence effective February 7, 2022 and end at 11:59 pm on February 6, 2026 (the "Expiration Date"). In the event the Parties have not agreed to the terms of a new written agreement by or before the Expiration Date of the Lease, the Lease shall extend automatically subject to its same terms and conditions on a month-to-month basis for a maximum of six (6) months.

Rent: TENANT shall pay to CITY an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease term and thereafter each year on the anniversary of the commencement of the Lease term.

Use: As set forth in the Lease agreement, VFW will support the concerns of all veterans by providing resources and volunteer services coordination to Veteran groups and other El Monte Community Service Organizations.

Maintenance and Repairs (City): Except as otherwise provided under this Section, CITY at its sole cost and expense shall maintain in a good state of repair

the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property which are currently in place or which the CITY, in its sole and absolute discretion, may later install. The foregoing notwithstanding, CITY shall be under no obligation to undertake such repairs or construct such improvements as CITY deems unreasonable, unnecessary or economically infeasible in CITY's sole and absolute discretion.

Tenant Obligations: TENANT, at TENANT's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by TENANT in a clean, operable and sanitary condition. TENANT expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford TENANT the right to make repairs at CITY's expense. Notwithstanding any other provisions of this Lease to the contrary, TENANT shall obtain prior written approval from CITY for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the CITY. Such written approval shall be issued by the City Manager. TENANT agrees to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by CITY to CITY's reasonable satisfaction, all at TENANT's sole cost and expense. TENANT shall indemnify the CITY against any loss or liability resulting from delay by TENANT in so surrendering the Leased Premises, including without limitation any claims made by any succeeding TENANT founded on such delay.

Utilities: TENANT shall be solely and exclusively responsible for the payment of all electrical, water, gas, telephone, internet and cable television services provided to the Leased Premises.

Maintenance and Repairs (Tenant): TENANT shall also be responsible for the cost of any and all minor repairs totaling Five Hundred Dollars ($500) or less per invoiced repair event. Included among the various minor repairs that TENANT shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. TENANT shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by CITY. CITY reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by CITY must be made in writing.

Indemnity & Insurance: TENANT shall at TENANT's sole cost and expense, but for the mutual benefit of CITY and TENANT, maintain throughout the term of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as TENANT, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. Such Insurance shall have a combined single limit of not less than One Million Dollars ($1,000,000.00) and shall list the CITY as "an additionally insured".

Assignment or Subletting: No consent by CITY to any assignment or subletting by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease whether occurring before or after such consent, assignment or subletting. The consent by CITY to any assignment or subletting shall not relieve TENANT from the obligation to obtain CITY's express written consent to any other assignment or subletting. The acceptance of rent by CITY from any other person shall not be deemed to be a waiver by CITY of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

Maintenance and Inspection of Records: TENANT shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the CITY no later than 60 days after the end of the fiscal year. Audit shall be conducted at the CITY's expense. TENANT shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the TENANT. TENANT shall maintain schedules of all fixed assets purchased and all capital improvements to the Building. For that purpose, TENANT and CITY agree to complete an inventory of all Building assets, furniture, fixtures and equipment within thirty (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with June 1, 2022. If any audit required hereunder discloses any material misrepresentation by TENANT, its staff or agents in its reports, requests or negotiations with CITY, then CITY may terminate this Lease as provided under Article XI, above.

FISCAL IMPACT/ FINANCING

All three (3) contracts will require a payment of one dollar ($1) per year for the lease of the building at 3820 Penn Mar Avenue, the building at 12127 Elliott Avenue as well as for the renewal lease of the building located at 11126 Ramona Boulevard. During the proposed month-to-month term, the SEMAP, the SGV LGBTQ and the Veterans of

Foreign Wars Post 10218 will be required to remit one dollar ($1) each per year. The consideration on rent is in recognition of the essential public outreach.

RECOMMENDATION

Staff recommends that the City Council approve the Lease Agreement with the South El Monte Arts Posse (SEMAP) for the City-owned building at 3820 Penn Mar Avenue for a term of not more than twelve (12) months, approval of the Lease Agreement with the SGV LGBTQ for the City-owned building at 12127 Elliott Avenue for a term of not more than twelve (12) months, as well as the Renewal Lease Agreement with the Veterans of Foreign Wars Post 10218 for the City-owned building located at 11126 Ramona Boulevard for a term of not more than four (4) years.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

AMBER SERVIN
Parks, Recreation and Community Services Director

Attachment 1: SEMAP Lease Agreement
Attachment 2: San Gabriel Valley LGBTQ Lease Agreement
Attachment 3: Veterans of Foreign Wars Post 10218 Renewal Lease Agreement

DATE: December 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

2021
LEASE AGREEMENT
(3820 Penn Mar Avenue, El Monte, California)

THIS 2021 LEASE AGREEMENT ("Lease") is made and entered into this day _____of _____, 2021(the "Effective Date") by and between **CITY OF EL MONTE** a general law city and municipal corporation, (hereinafter referred to as "City") and **CLAREMONT GRADUATE UNIVERSITY**, a California non-profit corporation, and the **SOUTH EL MONTE ART POSSE** (hereinafter referred to as "SEMAP"). For the purposes of this Lease, City, Tenant and SEMAP may be collectively referred to as the "Parties." The capitalized term " Party" may refer to City, Tenant, or SEMAP interchangeably.

WHEREAS, City is owner of real property commonly identified as 3820 Penn Mar Avenue, El Monte, California (hereinafter, the " Property"); and

WHEREAS, the Property consists of one (1) building known as the Zamora Art House, (the "Building"); and

WHEREAS, Tenant is a non-profit corporation which was awarded the Whiting Public Engagement Fellowship and will provide certain benefits to the City thereunder through SEMAP's occupancy of the Building; and

WHEREAS, City desires to rent the Building on the Property to Tenant to be occupied by SEMAP, and Tenant desires to rent the Building on the Property in order to provide certain benefits to the City established under the Fellowship pursuant to the termsand conditions set forth in this Agreement.

I.
PROPERTY DESCRIPTION

1.1 Lease of Leased Premises. City hereby agrees to lease to Tenant and Tenant hereby agrees to leasefrom City the Building located on the Property, (hereinafter referred to as the ("Leased Premises").

II.
TERM

2.1 Term. The Lease shall have an initial term of one (1) year commencing upon the Effective Date of _____, 2021. The Lease shall terminate automatically on _____, 2022, unless sooner terminated or extended as provided in this Agreement (the "Lease Term").

2.2 Option to Extend Term. Provided Tenant or SEMAP are not in default of any of the terms, covenants, or conditions of this Agreement, Tenant shall have one option to request an extension of the initial Term for a one (1)-year period ("**Option Term**"). Tenant may exercise the option by giving the City Manager written notice of Tenant's desire to extend, not less than

sixty (60) days prior to expiration of the initial Term. The City Manager, at the City Manager's sole discretion, may accept or reject the request to extend.

III.
RENT

3.1 Rent. Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

IV.
AUTHORIZED USE

4.1 Uses. The Leased Premises shall be used and occupied by SEMAP solely and exclusively for the purposes set forth in **Exhibit "A"** of this Lease.

4.2 Suitability. Tenant acknowledges that neither City nor any agent of City has made any representation or warranty with respect to the Leased Premises or the Property concerning the suitability of either for the conduct of Tenant/SEMAP's contemplated activities or operations, nor has City agreed to undertake any modification, alteration or improvement to the Leased Premises except as City in its sole discretion may wish to undertake prior to granting Tenant/SEMAP possession of the Lease Premises. Taking of possession of the Leased Premises by Tenant/SEMAP shall conclusively establish that the Leased Premises and the Property were both at such time in satisfactory condition. Tenant acknowledges and agrees that it shall take possession of the Leased Premises "as is."

4.3 Uses Prohibited

a. Tenant/SEMAP shall not do or permit anything to be done in or about the Leased Premises or the Property nor bring or keep anything therein which will increase or otherwise affect the rate of any insurance (including but not limited to fire insurance) upon the Leased Premises or the Property or upon any of their contents (unless Tenant shall pay any such increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Leased Premises or said Property or any part thereof or any of its contents, nor shall Tenant/SEMAP sell or permit it to be kept or used in or about said Leased Premises any articles which may be prohibited by a standard form policy of fire insurance.

b. Tenant/SEMAP shall not cause or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property (if any) or injure or annoy them or use or allow the Leased Premises to be used for any unlawful purpose, any purpose which unduly interferes with the use and enjoyment of the Property by other tenants, or any purpose which exceeds the scope of use set forth in Section 4.1. Tenant/SEMAP shall not commit or suffer to be committed any waste in or upon the Leased Premises.

c. Tenant/SEMAP shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of any duly

constituted public authorities now in force or which may thereafter be enacted or promulgated. Tenant/SEMAP shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Leased Premises, or not related or afforded by Tenant's/SEMAP's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant or SEMAP in any action against Tenant, whether City be a party thereto or not, that Tenant or SEMAP has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between City and Tenant/SEMAP.

d. City reserves the right to approve or deny in its sole and absolute discretion the installation of any and all trade fixtures upon the Leased Premises by or on behalf of Tenant or SEMAP, including but not limited to trade fixtures which may necessitate the alteration or modification of the Leased Premises or the Property or which may cause damage to the Leased Premises or the Property upon installation or upon removal.

4.4 Improvements. Tenant/SEMAP shall not and may not undertake any improvements to the Leased Premises without the express written consent of City which consent may be granted, denied or conditionally granted in City's sole and absolute discretion. All persons or entities making improvements to the Leased Premises on Tenant/SEMAP's behalf must first be approved by City in its sole and absolute discretion and must provide City with such documentation as City, in its sole and absolute discretion, may request, establishing that the person or its duly licensed and qualified to perform such improvements.

V.
MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

5.1 Maintenance and Repairs.

a. City's Obligations

i. Except as otherwise provided under this Section, City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

b. Tenant's Obligations

i. Tenant/SEMAP, at Tenant's/SEMAP's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant/SEMAP in

a clean, operable and sanitary condition. Tenant and SEMAP expressly waive the benefits of any statute now or hereafter in effect which would otherwise afford Tenant or SEMAP the right to make repairs at City's expense.

ii. Notwithstanding any other provisions of this Lease to the contrary, Tenant/SEMAP shall obtain prior written approval from City for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the City. Such written approval shall be issued by the City Manager or the Assistant City Manager.

iii. Tenant/SEMAP agrees.to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, movable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by City to City's reasonable satisfaction, all at Tenant's/SEMAP's sole cost and expense. Tenant and SEMAP shall indemnify the City against any loss or liability resulting from delay by Tenant or SEMAP in so surrendering the Leased Premises, including without limitation any claims made by any succeeding Tenant founded on such delay.

iv. City shall be solely and exclusively responsible for the payment of all electrical, water, and gas , services provided to the Leased Premises. Tenant/SEMAP acknowledges that there is no internet service currently active in the Building. Tenant/SEMAP shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

v. Tenant/SEMAP shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant/SEMAP shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. Tenant/SEMAP shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by City. City reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by City must be made in writing.

VI.
ENTRY UPON LEASED PREMISES BY CITY

a. City and its duly authorized officers, agents and employees reserve the right to enter the Leased Premises during reasonable hours to inspect the same; to alter, improve or repair the Lease Premises and any portion of the Property. To the extent possible, City shall give Tenant/SEMAP reasonable notice of its intent to enter the

Leased Premises, and the purpose of such intended visit. For each of the aforesaid purposes, City shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, and City shall have the right to use any and all means which City deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises, and any entry to the Leased Premises obtained by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant/SEMAP from the Leased Premises or any portion thereof.

b. The parties understand and agree that the authority reserved to City and its duly authorized officers, agents and employees to enter the Leased Premises to inspect, alter, improve, or repair same, as set forth above, contemplates that any such entry shall be during reasonable hours, and except in emergency situations, City shall give Tenant/SEMAP reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit.

VII.
INDEMNIFICATION

7.1 Indemnity. Tenant and SEMAP shall indemnify and hold harmless City from and against any and all claims arising from Tenant's and SEMAP's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant or SEMAP in or about the Leased Premises and shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's/SEMAP's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant or SEMAP, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim. Tenant/SEMAP upon notice from City shall defend the same at Tenant's/SEMAP's expense by counsel reasonably satisfactory to City provided, however, that Tenant/SEMAP shall not be liable for damage or injury occasioned by the negligent or intentional acts of City and its designated agents or employees unless covered by insurance Tenant/SEMAP is required to provide.

7.2 Exemption of City from Liability. City shall not be liable for injury or damage which may be sustained by the persons, goods, wares, merchandise or property of Tenant or SEMAP, its employees, invites or customers or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Property of which the Leased Premises is a part, or from other sources. City shall not be liable for any damages arising from any act or neglect of any other Tenant or SEMAP (if any).

VIII.
INSURANCE

8.1 Commercial General Liability Insurance. Tenant/SEMAP shall at Tenant's/SEMAP's sole cost and expense, but for the mutual benefit of City and Tenant/SEMAP, maintain throughout the term of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as Tenant/SEMAP, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least $1,000,000 per occurrence and $2,000,000 aggregate, and shall list the City and its officers and employees as "an additionally insured".

8.2 Form of the Policies. The policies required by City shall be in a form reasonably satisfactory to City and shall include actual endorsements.

8.3 Waiver of Subrogation. City and Tenant/SEMAP each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

8.4 Fire Insurance. City shall procure and maintain a policy of insurance for damage and/or destruction to the Property where such damage and/or destruction is caused by fire. Tenant/SEMAP shall procure and maintain a policy of insurance for damage and/or destruction to fixtures, equipment and other personal property which it places, stores or otherwise maintains in or on the Leased Premises where such damage and/or destruction is caused by fire.

IX.
DAMAGE TO LEASED PREMISES

9.1 Partial Damage – Insurance Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there is made available to City pursuant to Article VII, above, insurance proceeds for such damage paying eighty percent (80%) or more of the cost of repairing such damage, City and Tenant/SEMAP shall utilize all such insurance proceeds to pay any additional cost and cause the Leased Premises to be repaired promptly to a condition existing immediately prior to such damage, with this Lease to continue in full force and effect.

9.2 Partial Damage – Insurance Not Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there are no insurance proceeds available, or the insurance proceeds available are less than eighty percent (80%) or more of the cost of repairing such damage, then City shall have the option for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined (a) to elect to terminate this Lease and to retain all insurance proceeds; or (b) to repair the damage at City's expense. The failure of City to take any actions within the sixty (60) day period shall be deemed to be an election to terminate the

Lease. In the event City elects to repair such damage, such work shall be completed promptly restoring Leased Premises to the condition existing immediately prior to such damage and this Lease shall continue in full force and effect. In the event City elects to terminate the Lease, Tenant/SEMAP shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event Tenant/SEMAP elects to do so, coincidentally therewith Tenant/SEMAP shall deposit with City or make available to City on terms acceptable to City, the amount required in addition to any available insurance proceeds to complete the repairs. City shall cause such repair work to be completed promptly thereafter restoring the Leased Premises to the condition existing immediately prior to such damage, and this Lease shall continue to full force and effect.

9.3 Destruction. In the event the Leased Premises are totally destroyed or the Leased Premises cannot be repaired as required herein under applicable laws and regulations, notwithstanding, the availability of insurance proceeds or contributions from Tenant/SEMAP, this Lease shall be terminated effective from the date of the damage.

X.
ASSIGNMENT AND SUBLETTING

10.1 City's Consent Required. Tenant/SEMAP shall not assign, sublet, transfer, mortgage, pledge, hypothecate or encumber all or any portion of the Leased Premises, the Building or this Lease, without the prior written consent of City and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Lease.

10.2 No Release of Tenant. No consent by City to any assignment or subletting by Tenant/SEMAP shall relieve Tenant/SEMAP of any obligation to be performed by Tenant/SEMAP under this Lease whether occurring before or after such consent, assignment, or subletting. The consent by City to any assignment or subletting shall not relieve Tenant/SEMAP from the obligation to obtain City's express written consent to any other assignment or subletting the acceptance of rent by City from any other person shall not be deemed to be a waiver by City of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

XI.
DEFAULT, REMEDIES AND TERMINATION

11.1 Default. The following is a non-exhaustive list of occurrences which shall constitute a default on the part of Tenant/SEMAP.

a. The abandonment or vacation of the Leased Premises by Tenant/SEMAP prior to the expiration of the Lease term.

b. A failure by Tenant/SEMAP to observe and perform any other provisions of this Lease to be observed or performed by Tenant/SEMAP, where said failure continues for twenty (20) days after written notice thereof by City to Tenant/SEMAP;

provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Tenant/SEMAP shall within such period commence such cure and thereafter diligently prosecutes the same to completion.

c. The making by Tenant/SEMAP of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant/SEMAP of a petition to have Tenant or SEMAP adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, the case of a petition filed against Tenant or SEMAP is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's/SEMAP's interest in this Lease, where possession is not restored to Tenant/SEMAP within thirty (30) days of the attachment, execution or other Judicial seizure of substantially all of Tenant's/SEMAP's assets located at the Leased Premises or of Tenant's/SEMAP's interest in this Lease where such seizure is not discharged within (30) days.

d. Tenant/SEMAP makes a material misrepresentation in the performance of this Lease or in the conduct of any audit of Tenant and SEMAP authorized under this Lease.

11.2 Remedies. In the event of any such material default or breach by Tenant or SEMAP, City may undertake any of the following courses of action at any time thereafter and without limiting its right to exercise any other right or remedy at law or in equity.

a. Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenant's/SEMAP's rights to possession irrespective of whether Tenant/SEMAP shall have abandoned the Leased Premises. In the event City elects not to terminate the Lease, City shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Leased Premises as City deems reasonably and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant/SEMAP. In the event any such re-letting occurs this Lease shall terminate automatically upon the new Tenant taking possession of the Leased Premises. Notwithstanding that City fails to elect to terminate the Lease initially, City at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant or SEMAP.

b. Terminate Tenant's/SEMAP's right to possession by any lawful means, in which case this Lease shall terminate and Tenant/SEMAP shall immediately surrender possession of the Leased Premises to City. In such event City shall be entitled to recover from Tenant/SEMAP all damages incurred by City by reason of Tenant's or SEMAP's default, including without limitation thereto the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination, plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds

the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate City for all the detriment proximately caused by Tenant's or SEMAP's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, plus (v) at City's election such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry City shall have the right to make any reasonable repairs, alterations or modifications to the Leased Premises, which City in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%).

11.3 Default by City. City shall not be in default unless City fails to perform obligations required of City within a reasonable time but in no event later than thirty (30) days after written notice by Tenant/SEMAP to City specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30)- day period and thereafter diligently prosecutes the same to completion.

11.4 Termination for Convenience. Section 2.1 of this Lease notwithstanding, City may terminate this Lease for convenience and without cause upon three (3) months prior written notice to Tenant/SEMAP, provided the issuance of any such written notice by City. Tenant/SEMAP may terminate this Lease for convenience and without cause upon thirty (30) days prior written notice to City.

XII.
MISCELLANEOUS

12.1 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between City and Tenant and SEMAP relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both City and Tenant and SEMAP.

City and Tenant and SEMAP agree hereby that all prior or contemporaneous oral agreement between or among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Lease shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

12.3 Costs of Suit.

a. If Tenant/SEMAP or City shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease including any suit by City for the recovery of rent or possession of the Leased Premises, the losing party shall pay the successful party a reasonable suit for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgement.

b. Should City without fault on City's part, be made a party to any litigation instituted by Tenant or SEMAP or by any third party against Tenant or SEMAP or by or against any person holding under or using the Leased Premises by licensee of Tenant or SEMAP, or for the foreclosure of any lien for labor or material furnished to or for Tenant or SEMAP or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or SEMAP or of any such person. Tenant/SEMAP covenants to save and hold City harmless from any judgment rendered against City or the Leased Premises or any part thereof and all costs and expenses, including reasonable attorney's fees incurred by City in or in connection with such litigation.

12.4 Time Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof, except as to the condition related to the delivery of possession of the Leased Premises to Tenant/SEMAP. All the terms, covenants and conditions contained in this Lease to be performed by either Party, shall be deemed to be joint and several and all rights and remedies of the Parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

12.5 Binding Effect; Choice of Law. The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Tenant/SEMAP, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

12.6 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant; term or condition. Acceptance by City of any performance by Tenant or SEMAP after the time the same shall have become due shall not constitute a waiver by City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by City in writing.

12.7 Surrender of Leased Premises. The voluntary or other surrender of this Lease by Tenant/SEMAP or a mutual cancellation thereof shall not work as merger and shall at the option of the City terminate all or any existing subleases or subtenancies or may at the option of the City operate as an assignment to it of any or all such subleases or subtenancies.

12.8 Holding Over. If Tenant or SEMAP remains in possession of all or any part of the Leased Premises after the expiration of the term hereof, with or without the express or implied consent of City such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term and in such case rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

12.9 Signs.

a. Tenant or SEMAP shall not inscribe, paint, affix, place or permit to be placed any projecting sign, awning, advertisement, sign, notice or placard on the exterior or roof of the Leased Premises or upon or about the entrance doors, windows, sidewalks or areas adjacent to the Leased Premises without City's prior written consent. City reserves the right in City's sole discretion to place and locate on the roof, exterior sidewalks and rear wall of said Leased Premises or any portion of the Building of which the Leased Premises may constitute a part but which are not leased to Tenant/SEMAP such notices, signs, marquees and advertisements as City may deem appropriate in the operation of City's affairs.

b. Any such signs or other items described above installed by Tenant or SEMAP with City's consent shall be removed at the expiration or earlier termination of the Lease at Tenant's/SEMAP's expense and Tenant/SEMAP shall repair any damage caused to the Leased Premises resulting from such removal. If Tenant/SEMAP fails to do so City may cause such removal and repair on Tenant's/SEMAP's behalf at Tenant's/SEMAP's expense. If Tenant/SEMAP installs such items without City's consent, Tenant/SEMAP shall remove same promptly, upon receipt of a request by City to do so and shall repair the Leased Premises accordingly. If Tenant/SEMAP fails to do so City may cause such removal and repair to be performed at Tenant's/SEMAP's behalf at Tenant's/SEMAP's expense. Tenant/SEMAP shall not use the City of El Monte name in connection with any business carried on in said Leased Premises without the prior written consent of City. City reserves the right to change the name and title of the building at any time during the term of said Lease. Tenant/SEMAP expressly agree to such change at the option of City and waives any and all damage occasioned thereby.

12.10 Notices. All notices or demands of any kind required or desired to be given by City or Tenant or SEMAP hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid addressed to the City or Tenant or SEMAP respectively at the addresses set forth below.

CITY:	TENANT:	SEMAP:
City of El Monte El Monte City Hall West 11333 Valley Boulevard El Monte, CA 91731 Attn: Director of Parks,	Claremont Graduate University 150 E. Tenth Street Claremont, CA 91711	The South El Monte Arts Posse (SEMAP) _____ _____

Recreation and Community Services Phone: _____ Email: _____	Attn: Phone: Email:	Attn: Romero Guzman Phone: _____ Email: _____

12.11 Maintenance and Inspection Records.

a. Records. Tenant/SEMAP shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant shall provide to City, within one hundred fifth (150) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant/SEMAP and true and correct, and all records required to be kept by Tenant/SEMAP shall be made available to City upon request.

b. Audit. Tenant and SEMAP shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the City no later than one hundred fifty (150) days after the end of the fiscal year. Audit shall be conducted at the City's expense. Tenant and SEMAP shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either Party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the Tenant or SEMAP. Tenant and SEMAP shall maintain schedules of all fixed assets purchased and all capital improvements to the Building. For that purpose, Tenant and SEMAP and City agree to complete an inventory of all Building assets, furniture, fixtures, and equipment within (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with June 1, 2022. If any audit required hereunder discloses material misrepresentation by Tenant or SEMAP, its staff or agents in its reports, requests or negotiations with City, then City may terminate this Lease as provided under Article XI, above.

c. Calendar of Events. On a quarterly basis, Tenant and SEMAP shall provide the City a calendar of events identifying any and all events occurring on the Leased Premises for the upcoming quarter. City shall review and approve all events in its sole and absolute discretion.

CITY OF EL MONTE

By: _____
Alma K. Martinez, City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

TENANT
CLAREMONT GRADUATE
UNIVERSITY

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____

SEMAP
SOUTH EL MONTE ARTS POSSE

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____

Exhibit A

USES OF THE ZAMORA ART HOUSE BY SEMAP

Tenant/SEMAP shall utilize the Zamora Art House in order to implement the Whiting Public Engagement Fellowship. The desired outcome of Tenant/SEMAP utilizing the Zamora Art House is to:

1. Build five (5) thematic bike/walking tours related to the City of El Monte and the City of South El Monte's past;

2. Work with the City of El Monte Union High School District administrators and staff to integrate El Monte/South El Monte history into the curriculum for Ethnic Studies course; and

3. Paint a mural _____ (where?) that reflects El Monte's rich history.

2021
LEASE AGREEMENT
(12127 Elliott Avenue, El Monte, California)

THIS 2021 LEASE AGREEMENT ("Lease") is made and entered into this day ___of _____, 2021(the "Effective Date") by and between **CITY OF EL MONTE** a general law city and municipal corporation, (hereinafter referred to as "City") and the **SAN GABRIEL VALLEY LGBTQ CENTER** (hereinafter referred to as "Tenant" or "Center"). For the purposes of this Lease, City and Tenant may be collectively as the "Parties." The capitalized term "Party" may refer to either City or Tenant interchangeably.

WHEREAS, City is owner of real property commonly identified as 12127 Elliott Avenue, El Monte, California (hereinafter, the "Property"); and

WHEREAS, the Property consists of one building known as Mountain View Park Auditorium, (the "Maxson Auditorium"); and

WHEREAS, Tenant is a 501(c)(3) non-profit corporation founded in 2011, which is seeking to provide a location for the Center that will allow it to expand its programming and availability to the community; and

WHEREAS, City desires to rent the Maxson Auditorium on the Property to Tenant, and Tenant desires to rent the Maxson Auditorium on the Property in order to expand its programming and availability to the public pursuant to the termsand conditions set forth in this Agreement.

I.
PROPERTY DESCRIPTION

1.1 Lease of Leased Premises. City hereby agrees to lease to Tenant and Tenant hereby agrees to leasefrom City the Maxson Auditorium located on the Property, (hereinafter referred to as the ("Leased Premises").

II.
TERM

2.1 Term. The Lease shall have an initial term of one (1) year commencing upon the Effective Date of _____ ___, 2021 (the "Lease Term"). The Lease shall terminate automatically on _____, 2022, unless sooner terminated or extended as provided in this Agreement.

2.2 Option to Extend Lease Term. Provided Lessee is not in default of any of the terms,
covenants, or conditions of this Agreement, Lessee shall have one option to request an extension of the initial Lease Term for a one (1)-year period ("**Option Term**"). Lessee may exercise the option by giving the City Manager written notice of Lessee's desire to extend, not less than sixty (60) days prior to expiration of the initial Lease Term. The City Manager, at the City Manager's sole discretion, may accept or reject the request to extend.

III.
RENT

3.1 Rent. Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

IV.
AUTHORIZED USE

4.1 Uses. The Leased Premises shall be used and occupied by Tenant solely and exclusively for the purposes set forth in **Exhibit "A"** of this Lease.

4.2 Suitability. Tenant acknowledges that neither City nor any agent of City has made any representation or warranty with respect to the Leased Premises or the Property concerning the suitability of either for the conduct of Tenant's contemplated activities or operations, nor has City agreed to undertake any modification, alteration or improvement to the Leased Premises except as City in its sole discretion may wish to undertake prior to granting Tenant possession of the Lease Premises. Taking of possession of the Leased Premises by Tenant shall conclusively establish that the Leased Premises and the Property were both at such time in satisfactory condition. Tenant acknowledges and agrees that it shall take possession of the Leased Premises "as is."

4.3 Uses Prohibited

a. Tenant shall not do or permit anything to be done in or about the Leased Premises or the Property nor bring or keep anything therein which will increase or otherwise affect the rate of any insurance (including but not limited to fire insurance) upon the Leased Premises or the Property or upon any of their contents (unless Tenant shall pay any such increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Leased Premises or said Property or any part thereof or any of its contents, nor shall Tenant sell or permit it to be kept or used in or about said Leased Premises any articles which may be prohibited by a standard form policy of fire insurance.

b. Tenant shall not cause or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property (if any) or injure or annoy them or use or allow the Leased Premises to be used for any unlawful purpose, any purpose which unduly interferes with the use and enjoyment of the Property by other tenants, or any purpose which exceeds the scope of use set forth in Section 4.1. Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises.

c. Tenant shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute,

ordinance or governmental rule or regulation or requirement of any duly constituted public authorities now in force or which may thereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other simi lar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Leased Premises, or not related or afforded by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether City be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between City and Tenant.

d. City reserves the right to approve or deny in its sole and absolute discretion the installation of any and all trade fixtures upon the Leased Premises by or on behalf of Tenant, including but not limited to trade fixtures which may necessitate the alteration or modification of the Leased Premises or the Property or which may cause damage to the Leased Premises or the Property upon installation or upon removal.

4.4 Improvements. Tenant shall not and may not undertake any improvements to the Leased Premises without the express written consent of City which consent may be granted, denied or conditionally granted in City's sole and absolute discretion. All persons or entities making improvements to the Leased Premises on Tenant's behalf must first be approved by City in its sole and absolute discretion and must provide City with such documentation as City, in its sole and absolute discretion, may request, establishing that the person or its duly licensed and qualified to perform such improvements.

V.
MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

5.1 Maintenance and Repairs.

a. City's Obligation

i. Except as otherwise provided under this Section, City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

b. Tenant's Obligations

i. Tenant, at Tenant's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant in a clean, operable and

sanitary condition. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at City's expense.

ii. Notwithstanding any other provisions of this Lease to the contrary, Tenant shall obtain prior written approval from City for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the City. Such written approval shall be issued by the City Manager or the Assistant City Manager.

iii. Tenant agrees to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, movable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by City to City's reasonable satisfaction, all at Tenant's sole cost and expense. Tenant shall indemnify the City against any loss or liability resulting from delay by Tenant in so surrendering the Leased Premises, including without limitation any claims made by any succeeding Tenant founded on such delay.

iv. Tenant shall be solely and exclusively responsible for the payment of all electrical, water, and gas services provided to the Leased Premises. Tenant acknowledges that there is no internet service currently active in the Building. Tenant shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

v. Tenant shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant shall be responsible for are minor roof repairs.

VI.
ENTRY UPON LEASED PREMISES BY CITY

a. City and its duly authorized officers, agents and employees reserve the right to enter the Leased Premises during reasonable hours to inspect the same; to alter, improve or repair the Lease Premises and any portion of the Property. To the extent possible, City shall give Tenant reasonable notice of its intent to enter the Leased Premises, and the purpose of such intended visit. For each of the aforesaid purposes, City shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, and City shall have the right to use any and all means which City deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises, and any entry to the Leased Premises obtained by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

b. The parties understand and agree that the authority reserved to City/and its duly authorized officers, agents and employees to enter the Leased Premises to inspect, alter, improve, or repair same, as set forth above, contemplates that any such entry shall be during reasonable hours, and except in emergency situations, City shall give Tenant reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit.

VII.
INDEMNIFICATION

7.1 Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expenses (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. Such indemnification includes Tenant's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises. Each party shall further indemnify and hold the other harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the indemnifying party's part to be performed under the terms of this Lease. The indemnifying party upon notice from the indemnified party shall defend the same at the indemnifying party's expense by counsel reasonably satisfactory to the indemnified party.

7.2 Exemption of City from Liability. City shall not be liable for injury or damage which may be sustained by the persons, goods, wares, merchandise or property of Tenant, its employees, invites or customers or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Property of which the Leased Premises is a part, or from other sources. City shall not be liable for any damages arising from any act or neglect of any other Tenant (if any).

VIII.
INSURANCE

8.1 Commercial General Liability Insurance. Tenant shall at Tenant' s sole cost and expense, but for the mutual benefit of City and Tenant, maintain throughout the tern of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as Tenant, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least $1,000,000 per occurrence and $2,000,000 aggregate, and shall list the City and its officers and employees as "an additionally insured".

8.2 Form of the Policies. The policies required by City shall be in a form reasonably satisfactory to City and shall include actual endorsements.

8.3 Waiver of Subrogation. City and Tenant each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving Patty or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

8.5 Fire Insurance. City shall procure and maintain a policy of insurance for damage and/or destruction to the Property where such damage and/or destruction is caused by fire. Tenant shall procure and maintain a policy of insurance for damage and/or destruction to fixtures, equipment and other personal property which it places, stores or otherwise maintains in or on the Leased Premises where such damage and/or destruction is caused by fire.

IX.
DAMAGE TO LEASED PREMISES

9.1 Partial Damage – Insurance Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there is made available to City pursuant to Article VII, above, insurance proceeds for such damage paying eighty percent (80%) or more of the cost of repairing such damage, City and Tenant shall utilize all such insurance proceeds to pay any additional cost and cause the Leased Premises to be repaired promptly to a condition existing immediately prior to such damage, with this Lease to continue in full force and effect.

9.2 Partial Damage – Insurance Not Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there are no insurance proceeds available, or the insurance proceeds available are less than eighty percent (80%) or more of the cost of repairing such damage, then City shall have the option for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined (a) to elect to terminate this Lease and to retain all insurance proceeds; or (b) to repair the damage at City's expense. The failure of City to take any actions within the sixty (60) day period shall be deemed to be an election to terminate the Lease. In the event City elects to repair such damage, such work shall be completed promptly restoring Leased Premises to the condition existing immediately prior to such damage and this Lease shall continue in full force and effect. In the event City elects to terminate the Lease, Tenant shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event Tenant elects to do so, coincidentally therewith Tenant shall deposit with City or make available to City on terms acceptable to City, the amount required in addition to any available insurance proceeds to complete the repairs. City shall cause such repair work to be completed promptly thereafter restoring the Leased Premises to the condition existing immediately prior to such damage, and this Lease shall continue to full force and effect.

9.3 Destruction. In the event the Leased Premises are totally destroyed or the Leased Premises cannot be repaired as required herein under applicable laws and regulations, notwithstanding, the availability of insurance proceeds or contributions from Tenant, this Lease shall be terminated effective from the date of the damage.

X.
ASSIGNMENT AND SUBLETTING

10.1 City's Consent Required. Tenant shall not assign, sublet, transfer, mortgage, pledge, hypothecate or encumber all or any portion of the Leased Premises, the Maxson Auditorium or this Lease, without the prior written consent of City and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Lease.

10.2 No Release of Tenant. No consent by City to any assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease whether occurring before or after such consent, assignment, or subletting. The consent by City to any assignment or subletting shall not relieve Tenant from the obligation to obtain City's express written consent to any other assignment or subletting the acceptance of rent by City from any other person shall not be deemed to be a waiver by City of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

XI.
DEFAULT, REMEDIES AND TERMINATION

11.1 Default. The following is a non-exhaustive list of occurrences which shall constitute a default on the part of Tenant.

a. The abandonment or vacation of the Leased Premises by Tenant prior to the expiration of the Lease term.

b. A failure by Tenant to observe and perform any other provisions of this Lease to be observed or performed by Tenant, where said failure continues for twenty (20) days after written notice thereof by City to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Tenant shall within such period commence such cure and thereafter diligently prosecutes the same to completion.

c. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, the case of a petition filed against Tenant is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days of the attachment, execution or other Judicial seizure of substantially all of

Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease where such seizure is not discharged within (30) days.

d. Tenant makes a material misrepresentation in the performance of this Lease or in the conduct of any audit of Tenant authorized under this Lease.

11.2 Remedies. In the event of any such material default or breach by Tenant, City may undertake any of the following courses of action at any time thereafter and without limiting its right to exercise any other right or remedy at law or in equity.

a. Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenants rights to possession irrespective of whether Tenant shall have abandoned the Leased Premises. In the event City elects not to terminate the Lease, City shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Leased Premises as City deems reasonably and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such re-letting occurs this Lease shall terminate automatically upon the new Tenant taking possession of the Leased Premises. Notwithstanding that City fails to elect to terminate the Lease initially, City at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.

b. Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to City. In such event City shall be entitled to recover from Tenant all damages incurred by City by reason of Tenant's default, including without limitation thereto the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination, plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate City for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, plus (v) at City's election such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry City shall have the right to make any reasonable repairs, alterations or modifications to the Leased Premises, which City in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%).

11.3 Default by City. City shall not be in default unless City fails to perform obligations required of City within a reasonable time but in no event later than thirty (30) days after written notice by Tenant to City specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30)- day period and thereafter diligently prosecutes the same to completion.

11.4 Termination for Convenience. Section 2.1 of this Lease notwithstanding, City may terminate this Lease for convenience and without cause upon six (6) months prior written notice to Tenant, provided the issuance of any such written notice by City must be approved by the City Council. Tenant may terminate this Lease for convenience and without cause upon thirty (30) days prior written notice to City.

XII.
MISCELLANEOUS

12.1 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between City and Tenant relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both City and Tenant.

City and Tenant agree hereby that all prior or contemporaneous oral agreement between or among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Lease shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

12.3 Costs of Suit.

a. If Tenant or City shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease including any suit by City for the recovery of rent or possession of the Leased Premises, the losing party shall pay the successful party a reasonable suit for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgement.

b. Should City without fault on City's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant or by or against any person holding under or using the Leased Premises by licensee of Tenant, or for the foreclosure of any lien for labor or material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such person. Tenant covenants to save and hold City harmless from any judgment rendered against City or the Leased Premises or any part thereof and all costs and

expenses, including reasonable attorney's fees incurred by City in or in connection with such litigation.

12.4 Time Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof, except as to the condition related to the delivery of possession of the Leased Premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either Party, shall be deemed to be joint and several and all rights and remedies of the Parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

12.5 Binding Effect; Choice of Law. The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Tenant, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

12.6 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant; term or condition. Acceptance by City of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by City in writing.

12.7 Surrender of Leased Premises. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof shall not work as merger and shall at the option of the City terminate all or any existing subleases or subtenancies or may at the option of the City operate as an assignment to it of any or all such subleases or subtenancies.

12.8 Holding Over. If Tenant remains in possession of all or any part of the Leased Premises after the expiration of the term hereof, with or without the express or implied consent of City such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term and in such case rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

12.9 Signs.

a. Tenant shall not inscribe, paint, affix, place or permit to be placed any projecting sign, awning, advertisement, sign, notice or placard on the exterior or roof of the Leased Premises or upon or about the entrance doors, windows, sidewalks or areas adjacent to the Leased Premises without City's prior written consent. City reserves the right in City's sole discretion to place and locate on the roof, exterior sidewalks and rear wall of said Leased Premises or any portion of the Maxson Auditorium of which the Leased Premises may constitute a part but which are not leased to Tenant such notices,

signs, marquees and advertisements as City may deem appropriate in the operation of City's affairs.

b. Any such signs or other items described above installed by Tenant with City's consent shall be removed at the expiration or earlier termination of the Lease at Tenant's expense and Tenant shall repair any damage caused to the Leased Premises resulting from such removal. If Tenant fails to do so City may cause such removal and repair on Tenant's behalf at Tenant's expense. If Tenant installs such items without City's consent, Tenant shall remove same promptly, upon receipt of a request by City to do so and shall repair the Leased Premises accordingly. If Tenant fails to do so City may cause such removal and repair to be performed at Tenant's behalf at Tenant's expense. Tenant shall not use the City of El Monte name in connection with any business carried on in said Leased Premises without the prior written consent of City. City reserves the right to change the name and title of the Maxson Auditorium at any time during the term of said Lease. Tenant expressly agrees to such change at the option of City and waives any and all damage occasioned thereby.

12.10 Notices. All notices or demands of any kind required or desired to be given by City or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid addressed to the City or Tenant respectively at the addresses set forth below.

CITY: City of El Monte El Monte City Hall West 11333 Valley Boulevard El Monte, CA 91731 Attn: Parks, Recreation and Community Services Department Director Phone: _____ Email: _____	TENANT San Gabriel Valley LGBTQ Center P.O. Box 1395 Monrovia, CA 91017 Attn: _____ Phone: _____ Email: _____

12.11 Maintenance and Inspection Records.

a. Records. Tenant shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant shall provide to City, within twenty (20) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant and true and correct, and all records required to be kept by Tenant shall be made available to City upon request.

b. Audit. Tenant shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the City no later than sixty (60) days after the end of the fiscal year (June 30th). Audit

shall be conducted at the City's expense. Tenant shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either Party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the Tenant. Tenant shall maintain schedules of all fixed assets purchased and all capital improvements to the Maxson Auditorium. For that purpose, Tenant and City agree to complete an inventory of all Maxson Auditorium assets, furniture, fixtures, and equipment within (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with _____, 2022. If any audit required hereunder discloses material misrepresentation by Tenant, its staff or agents in its reports, requests or negotiations with City, then City may terminate this Lease as provided under Article XI, above.

c. Calendar of Events. On a quarterly basis, Tenant shall provide the City a calendar of events identifying any and all events occurring on the Leased Premises for the upcoming quarter. City shall review and approve all events in its sole and absolute discretion.

CITY OF EL MONTE	TENANT SAN GABRIEL VALLEY LGBTQ CENTER
By: _____ Alma K. Martinez, City Manager	By: _____ Its: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By: _____ City Attorney	By: _____

Exhibit A

USES OF THE MOUNTAIN VIEW PARK (MAXSON) AUDITORIUM

BY THE SGV LGBTQ CENTER

Lessee shall utilize the Mountain Maxson Auditorium as a gathering place in order to promote a safe and inclusive San Gabriel Valley for people of all orientations and gender identities. The desired outcome of Lessee utilizing the Mountain View Park Auditorium is to:

1. Foster advocacy, education, and respect for individuals;
2. Encourage cultural diversity, healthy living, and full achievement of personal potential;
3. Improve the overall visibility of the SGV LGBTQ community within the general population;
4. Provide locally available, culturally competent programs and services; and
5. Promote interconnection amongst the SGV LGBTQ community.

2021

LEASE AGREEMENT

(11126 Ramona Boulevard, El Monte, California)

THIS LEASE AGREEMENT (hereinafter, "Lease") is made and entered into this _____ day of _____ 2021 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and the VETERANS OF FOREIGN WARS, POST 10218, (hereinafter, "TENANT"). For the purposes of this Lease, CITY and TENANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or TENANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY is the owner of real property commonly identified as 11126 Ramona Boulevard, El Monte, California 91731 (hereinafter, the "Property"); and

WHEREAS, the CITY acquired the subject property from the Alameda Corridor-East Construction Authority ("ACE"); and

WHEREAS, ACE, among other things, conditioned the sale of the Property on CITY's covenant and agreement to use the Property for "public purposes"; and

WHEREAS, the Property consists of one commercial building (hereinafter, the "Building") containing three (3) rental units; and

WHEREAS, TENANT is a non-profit corporation desirous of renting all three units of the Property under the terms and conditions set forth in this Lease; and

WHEREAS, the execution of this Lease was approved by the El Monte City Council at its Regular Meeting of _____, 2021 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.
PROPERTY DESCRIPTION

1.1 Lease of Leased Premises. CITY hereby agrees to lease to TENANT and TENANT hereby agrees to lease from CITY the three units located upon the Property, Units A, B and C, of Property (hereinafter referred to as the "Leased Premises").

II.
TERM

2.1 Term. The Lease shall have a term of four (4) years which shall be deemed to commence effective February 7, 2022 and end at 11:59 pm on February 6, 2026 (the "Expiration Date"). In the event the Parties have not agreed to the terms of a new written agreement by or before the Expiration Date of the Lease, the Lease shall extend automatically subject to its same terms and conditions on a month-to-month basis for a maximum of six (6) months.

III.
RENT

3.1. Rent. TENANT shall pay to CITY an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease term and thereafter each year on the anniversary of the commencement of the Lease term.

IV.
AUTHORIZED USE

4.1 Uses. The Leased Premises shall be used and occupied by TENANT solely and exclusively for the purposes set forth in **Exhibit "A"** of this Lease.

4.2 Suitability. TENANT acknowledges that neither CITY nor any agent of CITY has made any representation or warranty with respect to the Leased Premises or the Property concerning the suitability of either for the conduct of TENANT's contemplated activities or operations, nor has CITY agreed to undertake any modification, alteration or improvement to the Leased Premises except as CITY in its sole discretion may wish to undertake prior to granting TENANT possession of the Leased Premises. The taking of possession of the Leased Premises by TENANT shall conclusively establish that the Leased Premises and the Property were both at such time in satisfactory condition. TENANT acknowledges and agrees that it shall take possession of the Leased Premises "as is."

4.3 Uses Prohibited.

(a) TENANT shall not do or permit anything to be done in or about the Leased Premises or the Property nor bring or keep anything therein which will increase or otherwise affect the rate of any insurance (including but not limited to fire insurance) upon the Leased Premises or the Property or upon any of their contents (unless TENANT shall pay any such increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Leased Premises or said Property or any part thereof or any of its contents, nor shall TENANT sell or permit to be kept, used or said in or about said Leased Premises any articles which may be prohibited by a standard form policy of fire insurance.

(b) TENANT shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other

tenants or occupants of the Property (if any) or injure or annoy them or use or allow the Leased Premises to be used for any unlawful purpose, any purpose which unduly interferes with the use and enjoyment of the Property by other tenants, or any purpose which exceeds the scope of use set forth in Section 4.1. TENANT shall not commit or suffer to be committed any waste in or upon the Leased Premises.

(c) TENANT shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of any duly constituted public authorities now in force or which may thereafter be enacted or promulgated. TENANT shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Leased Premises, or not related or afforded by TENANT's improvements or acts. The judgment of any court of competent jurisdiction or the admission of TENANT in any action against TENANT, whether CITY be a party thereto or not, that TENANT has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between CITY and TENANT.

(d) CITY reserves the right to approve or deny in its sole and absolute discretion the installation of any and all trade fixtures upon the Leased Premises by or on behalf of TENANT, including but not limited to trade fixtures which may necessitate the alteration or modification of the Leased Premises or the Property or which may cause damage to the Leased Premises or the Property upon installation or upon removal.

4.4 Improvements. TENANT shall not and may not undertake any improvements to the Leased Premises without the express written consent of CITY which consent may be granted, denied or conditionally granted in CITY's sole and absolute discretion. All persons or entities making improvements to the Leased Premises on TENANT's behalf must first be approved by CITY in its sole and absolute discretion and must provide CITY with such documentation as CITY, in its sole and absolute discretion, may request, establishing that the person or entity is duly licensed and qualified to perform such improvements.

V.
MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

5.1 Maintenance and Repairs.

(a) CITY's Obligations

(i) Except as otherwise provided under this Section, CITY at its sole

cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property which are currently in place or which the CITY, in its sole and absolute discretion, may later install. The foregoing notwithstanding, CITY shall be under no obligation to undertake such repairs or construct such improvements as CITY deems unreasonable, unnecessary or economically infeasible in CITY's sole and absolute discretion.

(b) TENANT's Obligations

(i) TENANT, at TENANT's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by TENANT in a clean, operable and sanitary condition. TENANT expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford TENANT the right to make repairs at CITY's expense.

(ii) Notwithstanding any other provisions of this Lease to the contrary, TENANT shall obtain prior written approval from CITY for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the CITY. Such written approval shall be issued by the City Manager.

(iii) TENANT agrees to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by CITY to CITY's reasonable satisfaction, all at TENANT's sole cost and expense. TENANT shall indemnify the CITY against any loss or liability resulting from delay by TENANT in so surrendering the Leased Premises, including without limitation any claims made by any succeeding TENANT founded on such delay.

(iv) TENANT shall be solely and exclusively responsible for the payment of all electrical, water, gas, telephone, internet and cable television services provided to the Leased Premises.

(v) TENANT shall also be responsible for the cost of any and all minor repairs totaling Five Hundred Dollars ($500) or less per invoiced repair event. Included among the various minor repairs that TENANT shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof

repairs. TENANT shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by CITY. CITY reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by CITY must be made in writing.

VI.
ENTRY UPON LEASED PREMISES BY CITY

6.1 CITY and its duly authorized officers, agents and employees reserve the right to enter the Leased Premises during reasonable hours to inspect the same; to alter, improve or repair the Leased Premises and any portion of the Property. To the extent possible, CITY shall give TENANT reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit. For each of the aforesaid purposes, CITY shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, and CITY shall have the right to use any and all means which CITY may deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises, and any entry to the Leased Premises obtained by CITY by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of TENANT from the Leased Premises or any portion thereof.

6.2 The parties understand and agree that the authority reserved to CITY and its duly authorized officers, agents and employees to enter the Leased Premises to inspect, alter, improve, agents and employees to enter the Leased Premises to inspect, alter, improve, or repair same, as set forth above, contemplates that any such entry shall be during reasonable hours, and except in emergency situations, CITY shall give TENANT reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit.

VII.
INDEMNFICATION

7.1 Indemnity. TENANT shall indemnify and hold harmless CITY and ACE from and against any and all claims arising from TENANT's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by TENANT in or about the Leased Premises and shall further indemnify and hold CITY and ACE harmless from and against any and all claims arising from any breach or default in the performance of any obligation on TENANT's part to be performed under the terms of this Lease, or arising from any act or negligence of TENANT, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against CITY and ACE by reason of any such claim. TENANT upon notice from CITY and ACE shall defend the same at TENANT's expense by counsel reasonably satisfactory to CITY and ACE, provided, however, that TENANT shall not be liable for damage or injury occasioned by

the negligent or intentional acts of CITY and ACE and its designated agents or employees unless covered by insurance TENANT is required to provide.

7.2 Exemption of CITY from Liability. CITY shall not be liable for injury or damage which may be sustained by the person, goods, wares merchandise or property of TENANT, its employees, invites or customers or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Property of which the Leased Premises is a part, or from other sources. CITY shall not be liable for any damages arising from any act or neglect of any other TENANT (if any).

VIII.
INSURANCE

8.1 Commercial General Liability Insurance. TENANT shall at TENANT's sole cost and expense, but for the mutual benefit of CITY and TENANT, maintain throughout the term of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as TENANT, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. Such Insurance shall have a combined single limit of not less than One Million Dollars ($1,000,000.00) and shall list the CITY as "an additionally insured".

8.2. Form of the Policies. The policies required by CITY shall be in a form reasonably satisfactory to CITY and shall include actual endorsements.

8.3 Waiver of Subrogation. CITY and TENANT each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

8.4 Fire Insurance. CITY shall procure and maintain a policy of insurance for damage and/or destruction to the Property where such damage and/or destruction is caused by fire. TENANT shall procure and maintain a policy of insurance for damage and/or destruction to fixtures, equipment and other personal property which it places, stores or otherwise maintains in or on the Leased Premises where such damage and/or destruction is caused by fire.

IX.
DAMAGE TO LEASED PREMISES

9.1 Partial Damage – Insurance Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event

there is made available to CITY pursuant to Article VII, above, insurance proceeds for such damage paying eighty percent (80%) or more of the cost of repairing such damage, CITY and TENANT shall utilize all such insurance proceeds to pay any additional cost and cause the Leased Premises to be repaired promptly to a condition existing immediately prior to such damage, with this Lease to continue in full force and effect.

9.2 Partial Damage – Insurance Not Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there are no insurance proceeds available, or the insurance proceeds available are less than eighty percent (80%) or more of the cost of repairing such damage, then CITY shall have the option for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined ***(a)*** to elect to terminate this Lease and to retain all insurance proceeds; or ***(b)*** to repair the damage at CITY's expense. The failure of CITY to take any actions within the sixty (60) day period shall be deemed to be an election to terminate the Lease. In the event CITY elects to repair such damage, such work shall be completed promptly restoring the Leased Premises to the condition exiting immediately prior to such damage and this Lease shall continue in full force and effect. In the event CITY elects to terminate the Lease, TENANT shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event TENANT elects to do so, coincidentally therewith TENANT shall deposit with CITY or make available to CITY on terms acceptable to CITY, the amount required in addition to any available insurance proceeds to complete the repairs. CITY shall cause such repair work to be completed promptly thereafter restoring the Leased Premises to the condition existing immediately prior to such damage, and this Lease shall continue to full force and effect.

9.3 Destruction. In the event the Leased Premises are totally destroyed, or the Leased Premises cannot be repaired as required herein under applicable laws and regulations, notwithstanding, the availability of insurance proceeds or contributions from TENANT, this lease shall be terminated effective from the date of the damage.

X.
ASSIGNMENT AND SUBLETTING

10.1 CITY's Consent Required. TENANT shall not assign, sublet, transfer, mortgage, pledge, hypothecate or encumber all or any portion of the Leased Premises, the Building or this Lease, without the prior written consent of CITY and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Lease.

10.2 No Release of TENANT. No consent by CITY to any assignment or subletting by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease whether occurring before or after such consent, assignment or subletting. The consent by CITY to any assignment or subletting shall not relieve TENANT from the obligation to obtain CITY's express written consent to any other assignment or subletting. The acceptance of rent by CITY from any other person shall not be deemed to be a waiver by CITY of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment,

subletting or other transfer.

10.3 The parties acknowledge, each to the other, that TENANT at the time the 2006 Lease was executed, TENANT was in process of restructuring its non-profit unincorporated entity to a non-profit Public Business Corporation. The Parties agree that that this restructuring when completed would not be deemed an assignment under this lease. TENANT shall provide CITY upon written request any and all documentation evidencing its non-profit status.

10.4 Subject to approvals necessary as set forth in this section, TENANT shall use its best efforts to make space available for non-profit community groups performing similar or complimentary veterans related functions and requests by CITY to make such space available shall not be unreasonably withheld.

XI.
DEFAULT, REMEDIES AND TERMINATION

11.1 Default. The following is a non-exhaustive list of occurrences which shall constitute a default on the part of TENANT:

(a) The abandonment or vacation of the Leased Premises by TENANT prior to the expiration of the Lease term;

(b) A failure by TENANT to observe and perform any other provisions of this Lease to be observed or performed by TENANT, where such failure continues for twenty (20) days after written notice thereof by CITY to TENANT; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, TENANT shall not be deemed to be in default if TENANT shall within such period commence such cure and thereafter diligently prosecute the same to completion;

(c) The making by TENANT of any general assignment or general arrangement for the benefit of creditors; the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, the case of a petition filed against TENANT the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of TENANT's assets located at the Leased Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) days or the attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the Leased Premises or of TENANT's interest in this Lease where such seizure is not discharged within thirty (30) days;

(d) TENANT makes a material misrepresentation in the performance of this Lease or in the conduct of any audit of TENANT authorized under this Lease.

11.2 Remedies. In the event of any such material default or breach by TENANT, CITY may undertake any of the following courses of action at any time thereafter and without limiting its right to exercise any other right or remedy at law or in equity:

(a) Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating TENANT's rights to possession irrespective of whether TENANT shall have abandoned the Leased Premises. In the event CITY elects not to terminate the Lease, CITY shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Leased Premises as CITY deems reasonably and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. In the event any such re-letting occurs this Lease shall terminate automatically upon the new TENANT taking possession of the Leased Premises. Notwithstanding that CITY fails to elect to terminate the Lease initially, CITY at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of TENANT.

(b) Terminate TENANT's right to possession by any lawful means, in which case this Lease shall terminate, and TENANT shall immediately surrender possession of the Premise to CITY. In such event CITY shall be entitled to recover from TENANT all damages incurred by CITY by reason of TENANT's default, including without limitation thereto the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination, plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate CITY for all the detriment proximately caused by TENANT's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, plus (v) at CITY's election such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry CITY shall have the right to make any reasonable repairs, alterations or modifications to the Leased Premises, which CITY in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%).

11.3 Default by CITY. CITY shall not be in default unless CITY fails to perform

obligations required of CITY within a reasonable time but in no event later than thirty (30) days after written notice by TENANT to CITY specifying wherein CITY has failed to perform such obligations; provided, however, that if the nature of CITY's obligation is such that more than thirty (30) days are required for performance then CITY shall not be in default if CITY commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion.

11.4 Termination for Convenience. Section 2.1 of this Lease notwithstanding, CITY may terminate this Lease for convenience and without cause upon six (6) months prior written notice to TENANT, provided the issuance of any such written notice by CITY must be approved by the City Council. TENANT may terminate this Lease for convenience and without cause upon thirty (30) days prior written notice to CITY.

XII.
MISCELLANEOUS

12.1 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between CITY and TENANT relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both CITY and TENANT. CITY and TENANT agree hereby that all prior or contemporaneous oral agreement between or among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

12.3 Costs of Suit.

(a) If TENANT or CITY shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease including any suit by CITY for the recovery of rent or possession of the Leased Premises, the losing party shall pay the successful party a reasonable suit for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(b) Should CITY without fault on CITY's part, be made a party to any litigation instituted by TENANT or by any third party against TENANT or by or against any person holding under or using the Premises by licensee of TENANT, or for the foreclosure of any lien for labor or material furnished to or for TENANT or any such other person or otherwise arising out of or resulting from any act or transaction of TENANT or of any such person. TENANT covenants to save and hold CITY harmless from any judgment rendered against CITY or the Leased Premises or any part thereof and all costs and expenses, including reasonable attorney's fees incurred by CITY in or in connection with such litigation.

12.4 Time: Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof, except as to the condition relating to the delivery of possession of the Leased Premises to TENANT. All the terms, covenants and conditions contained in this Lease to be performed by either Party, shall be deemed to be joint and several and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

12.5 Binding Effect; Choice of Law. The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by TENANT, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

12.6 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by CITY of any performance by TENANT after the time the same shall have become due shall not constitute a waiver by CITY of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by CITY in writing.

12.7 Surrender of Leased Premises. The voluntary or other surrender of this Lease by TENANT or a mutual cancellation thereof shall not work as merger and shall at the option of the CITY terminate all or any existing subleases or subtenancies or any at the option of the CITY operate as an assignment to it of any or all such subleases or subtenancies.

12.8 Holding Over. If TENANT remains in possession of all or any part of the Leased Premises after the expiration of the term hereof, with or without the express or implied consent of CITY such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term and in such case rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

12.9 Signs.

(a) TENANT shall not inscribe, paint, affix, place or permit to be placed any projecting sign, awning, advertisement, sign, notice or placard on the exterior or roof of the Leased Premises or upon or about the entrance doors, windows, sidewalks or areas adjacent to the Leased Premises without CITY's prior written consent. CITY reserves the right in CITY's sole discretion to place and locate on the roof, exterior sidewalks and rear wall of said Leased Premises or any portion of the Building of which the Leased

Premises may constitute a part but which are not leased to TENANT such notices, signs, marquees and advertisements as CITY may deem appropriate in the operation of CITY's affairs.

(b) Any such signs or other items described above installed by TENANT with CITY's consent shall be removed at the expiration or earlier termination of the Lease at TENANT's expense and TENANT shall repair any damage caused to the Leased Premises resulting from such removal. If TENANT fails to do so CITY may cause such removal and repair on TENANT's behalf at TENANT's expense. If TENANT installs such items without CITY's consent, TENANT shall remove same promptly, upon receipt of a request by CITY to do so and shall repair the Leased Premises according if TENANT fails to do so CITY may cause such removal and repair to be performed on TENANT's behalf at TENANT's expense. TENANT shall not use the City of El Monte name in connection with any business carried on in said Leased Premises without the prior written consent of CITY. CITY reserves the right to change the name and title of the building at any time during the term of said Leases. TENANT expressly agrees to such change at the option of CITY and waives any and all damage occasioned thereby.

12.10 Notices. All notices or demands of any kind required or desired to be given by CITY or TENANT hereunder shall be in writing and shall be deemed delivered forth-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid addressed to the CITY or TENANT respectively at the addresses set forth below:

CITY:	TENANT:
City of El Monte City Manager's Office El Monte City Hall – East 11333 Valley Boulevard El Monte, CA 91731 Attn: Alma K. Martinez Phone: (626) 580-2001	Veterans of Foreign Wars, Post 10218 American Legion Hall 4542 N. Peck Road El Monte, CA 91732 Attn: Post Commander Phone:_____ Fax:_____

12.11 Maintenance and Inspection of Records.

(a) Records. TENANT shall use an accounting system approved by CITY and shall prepare and maintain all records as may be required by CITY. TENANT shall provide to CITY, within twenty (20) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by TENANT and true and correct, and all records required to be kept by TENANT shall be made available to CITY upon request.

(b) Audit. TENANT shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the CITY no later than 60 days after the end of the fiscal year. Audit shall be conducted at the CITY's expense. TENANT shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the TENANT. TENANT shall maintain schedules of all fixed assets purchased and all capital improvements to the Building. For that purpose, TENANT and CITY agree to complete an inventory of all Building assets, furniture, fixtures and equipment within thirty (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with June 1, 2022. If any audit required hereunder discloses any material misrepresentation by TENANT, its staff or agents in its reports, requests or negotiations with CITY, then CITY may terminate this Lease as provided under Article XI, above.

(c) Calendar of Events. On a quarterly basis, TENANT shall provide the CITY a calendar of events identifying any and all events occurring on the premises for the upcoming quarter. This includes all "rental" events whether on a "special" one time basis or recurring basis. CITY shall review and approve all events at its sole and absolute discretion.

CITY OF EL MONTE

By:_____
Alma K. Martinez, City Manager

TENANT - VETERANS OF FOREIGN WARS, POST 10218

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, Assistant City Attorney

Exhibit "A"

CONCEPT FOR THE GREATER EL MONTE VETERANS COMMUNITY CENTER

The Greater El Monte Veterans Community Center will be formed to work with other agencies to provide supportive services to veterans and their families, including education programs, job training and employment services, counseling, health service referrals, money management services, and affordable housing referrals. Incidental to the aforementioned primary uses, the Center may from time-to-time make the Leased Premises available to other persons or entities on a for-hire basis for the purpose of conducting social or other community-oriented activities such as, but not limited to luncheons, dinner-dances, weddings, award ceremonies, birthday parties, and other similar functions.

Purpose
The Greater El Monte Veterans Community Center will support the concerns of all veterans by providing resources and volunteer services coordination to Veteran groups and other El Monte Community Service Organizations. In addition, the Center will identify funding and grant opportunities that support Veteran issues.

Mission
The mission of the Center for Veteran Affairs will be in line with the mission of the Veterans & Homeless Affairs Commission, which is to "provide advocacy and support for better communication, planning, and cooperation among entities for veterans and their families in the City of El Monte.

CITY OF EL MONTE

PARKS, RECREATION AND
COMMUNITY SERVICES DEPARTMENT
CITY COUNCIL AGENDA REPORT

COUNCIL MEETING OF DECEMBER 14, 2021

December 6, 2021

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 LEASE AGREEMENT BY AND BETWEEN THE CITY OF EL MONTE AND CLAREMONT GRADUATE UNIVERSITY, A CALIFORNIA NON-PROFIT CORPORATION, AND THE SOUTH EL MONTE ART POSSE FOR THE CITY-OWNED BUILDING LOCATED AT 3820 PENN MAR AVENUE (ZAMORA ART HOUSE), CITY OF EL MONTE AND THE SAN GABRIEL VALLEY LGBTQ 501© NON-PROFIT ORGANIZATION FOR THE CITY-OWNED BUILDING LOCATED AT 12127 ELLIOTT AVENUE (MAXSON AUDITORIUM) AS WELL AS THE RENEWAL OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF EL MONTE AND THE VETERANS OF FOREIGN WARS POST 10218 FOR THE CITY-OWNED BUILDING LOCATED AT 11126 RAMONA BOULEVARD.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and authorize the City Manager to execute a lease agreement with Claremont Graduate University, a California non-profit corporation, and the South El Monte Art Posse ("SEMAP") for a one (1) year lease for the City-owned building at 3820 Penn Mar Avenue for a term of not more than twelve (12) months;
2. Consider and authorize the City Manager to execute a lease agreement with San Gabriel Valley LGBTQ non-profit corporation (SGV LGBTQ) for a one (1) year lease for the City-owned building at 12127 Elliott Avenue for a term of not more than twelve (12) months; and
3. Consider and Authorize the City Manager to execute a renewal of a lease agreement with the Veterans of Foreign Wars Post 10218 for the City-owned building located at 11126 Ramona Boulevard for a term of not more than four (4) years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City and Claremont Graduate University, a California non-profit corporation, and the SEMAP will enter into an initial lease agreement regarding the City-owned facility at 3820 Penn Mar Avenue. The lease agreement is set to expire after twelve (12) months.

The City and the SGV LGBTQ non-profit organization will enter into an initial lease agreement regarding the City-owned facility at 12127 Elliott Avenue. The lease agreement is set to expire after twelve (12) months.

The City and the Veterans of Foreign Wars, Post 10218 ("VFW") have been parties to a lease agreement regarding the City-owned facility at 11126 Ramona Boulevard for the past ten (10) years. The lease agreement is set to expire on February 7, 2022. The Restated Lease agreement is set to expire after four (4) years on February 2026.

DISCUSSION

The SEMAP was awarded the Whiting Public Engagement Fellowship. The desired outcome for this is to: 1) build five (5) thematic bike/walking tours related to El Monte and South El Monte's past; 2) work with El Monte Union High School District administrators and staff to integrate El Monte/South El Monte history into the curriculum for Ethnic Studies courses; and 3) paint a mural that reflects el Monte's rich history.

The Zamora Art House building is scheduled to undergo renovations starting the month of January 2022. The estimated completion timeline given by our Public Works Department of said renovations is scheduled to take place in the month of February 2022 after which the twelve (12) month lease agreement will be set to start.

Property Location: City-owned property land and improvements located at 3820 Penn Mar Avenue, El Monte, California.

Lease Term: The Lease shall have an initial term of one (1) year commencing upon the completion of renovation of the building. The Lease shall terminate automatically one (1) year from the date that SEMAP takes occupancy, unless sooner terminated or extended as provided in this Agreement.

Rent: Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

Use: Tenant/SEMAP shall utilize the Zamora Art House in order to implement the Whiting Public Engagement Fellowship. The desired outcome of Tenant/SEMAP utilizing the Zamora Art House is to:

1. Build five (5) thematic bike/walking tours related to the City of El Monte and the City of South El Monte's past;
2. Work with the City of El Monte Union High School District administrators and staff to integrate El Monte/South El Monte history into the curriculum for Ethnic Studies course; and
3. Install a mural that reflects El Monte's rich history.

Maintenance and Repairs (City): City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

Tenant Obligations: Tenant's/SEMAP, at Tenant's/SEMAP's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant/SEMAP in a clean, operable and sanitary condition. Tenant and SEMAP expressly waive the benefits of any statute now or hereafter in effect which would otherwise afford Tenant or SEMAP the right to make repairs at City's expense.

Utilities: City shall be solely and exclusively responsible for the payment of all electrical, water, and gas, services provided to the Leased Premises. Tenant's/SEMAP acknowledges that there is no internet service currently active in the Building. Tenant/SEMAP shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

Maintenance and Repairs (Tenant): Tenant's/SEMAP shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant's/SEMAP shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. Tenant/SEMAP shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by City. City reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by City must be made in writing.

Indemnity & Insurance: Tenants/SEMAP shall indemnify and hold harmless City from and against any and all claims arising from Tenant's/SEMAP's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant/SEMAP in or about the Leased Premises

and shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's/SEMAP's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant's/SEMAP, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim. Tenant's/SEMAP upon notice from City shall defend the same at Tenant's/SEMAP's expense by counsel reasonably satisfactory to City provided, however, that Tenant's/SEMAP shall not be liable for damage or injury occasioned by the negligent or intention, al acts of City and its designated agents or employees unless covered by insurance Tenant's/SEMAP is required to provide.

Maintenance and Inspection of Records: Tenant's/SEMAP shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant/SEMAP shall provide to City, within one hundred fifth (150) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant's/SEMAP and true and correct, and all records required to be kept by Tenant's/SEMAP shall be made available to City upon request.

The SGV LGBTQ is a 501© non-profit organization founded in 2011 which seeks to provide a safe and inclusive place for people of all sexual orientations and genders. The SGV LGBTQ organization desires to rent the Maxson Auditorium in order to expand its programming and availability to the public by entering into a lease agreement for a period of twelve (12) months.

Property Location: City Owned property land and improvements located at 12127 Elliott Avenue, El Monte, California

Lease Term: The Lease shall have an initial term of one (1) year commencing upon the lease effective date (which is anticipated to be on or about January 2, 2022) and shall terminate automatically one (1) year from the date that SGV LGBTQ takes occupancy, unless sooner terminated or extended as provided in this Agreement.

Rent: Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

Use: Tenant/SGV LGBTQ shall utilize the Maxson Auditorium in order to implement a gathering safe place for people of all orientations and gender identities as set forth in Exhibit A.

Maintenance and Repairs (City): City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

Tenant Obligations: Tenant/SGV LGBTQ, at Tenant's/SGV LGBTQ's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant/SGV LGBTQ in a clean, operable and sanitary condition. Tenant and SGV LGBTQ expressly waive the benefits of any statute now or hereafter in effect which would otherwise afford Tenant or SGV LGBTQ the right to make repairs at City's expense.

Utilities: City shall be solely and exclusively responsible for the payment of all electrical, water, and gas, services provided to the Leased Premises. Tenant/SGV LGBTQ acknowledges that there is no internet service currently active in the Building. Tenant/SGV LGBTQ shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

Maintenance and Repairs (Tenant): Tenant/SGV LGBTQ shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant/SGV LGBTQ shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. Tenant/SGV LGBTQ shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by City. City reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by City must be made in writing.

Indemnity & Insurance: Tenant and SGV LGBTQ shall indemnify and hold harmless City from and against any and all claims arising from Tenant's and SGV LGBTQ's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant or SGV LGBTQ in or about the Leased Premises and shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's/SGV LGBTQ's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant or SGV LGBTQ, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection

with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim. Tenant/SGV LGBTQ upon notice from City shall defend the same at Tenant's/SGV LGBTQ's expense by counsel reasonably satisfactory to City provided, however, that Tenant/SGV LGBTQ shall not be liable for damage or injury occasioned by the negligent or intention, all acts of City and its designated agents or employees unless covered by insurance Tenant/SGV LGBTQ is required to provide.

Maintenance and Inspection of Records: Tenant/SGV LGBTQ shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant shall provide to City, within one hundred fifth (150) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant/SGV LGBTQ and true and correct, and all records required to be kept by Tenant/SGV LGBTQ shall be made available to City upon request.

The Veterans of Foreign Wars Post 10218 Hall city-owned facility at 11126 Ramona Boulevard is not subject to any renovations at the moment and the renewal of the lease agreement is set to expire after four (4) years.

At this location the VFW has provided a community benefit and they have indicated a strong desire to continue on at this location well into the future. A lease has been drafted for City Council review and approval. Below is an outline of some of the key terms of the lease:

Property Location: City Owned property land and improvements located at 11126 Ramona Boulevard.

Lease Term: The Lease shall have a term of four (4) years which shall be deemed to commence effective February 7, 2022 and end at 11:59 pm on February 6, 2026 (the "Expiration Date"). In the event the Parties have not agreed to the terms of a new written agreement by or before the Expiration Date of the Lease, the Lease shall extend automatically subject to its same terms and conditions on a month-to-month basis for a maximum of six (6) months.

Rent: TENANT shall pay to CITY an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease term and thereafter each year on the anniversary of the commencement of the Lease term.

Use: As set forth in the Lease agreement, VFW will support the concerns of all veterans by providing resources and volunteer services coordination to Veteran groups and other El Monte Community Service Organizations.

Maintenance and Repairs (City): Except as otherwise provided under this Section, CITY at its sole cost and expense shall maintain in a good state of repair

the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property which are currently in place or which the CITY, in its sole and absolute discretion, may later install. The foregoing notwithstanding, CITY shall be under no obligation to undertake such repairs or construct such improvements as CITY deems unreasonable, unnecessary or economically infeasible in CITY's sole and absolute discretion.

Tenant Obligations: TENANT, at TENANT's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by TENANT in a clean, operable and sanitary condition. TENANT expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford TENANT the right to make repairs at CITY's expense. Notwithstanding any other provisions of this Lease to the contrary, TENANT shall obtain prior written approval from CITY for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the CITY. Such written approval shall be issued by the City Manager. TENANT agrees to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by CITY to CITY's reasonable satisfaction, all at TENANT's sole cost and expense. TENANT shall indemnify the CITY against any loss or liability resulting from delay by TENANT in so surrendering the Leased Premises, including without limitation any claims made by any succeeding TENANT founded on such delay.

Utilities: TENANT shall be solely and exclusively responsible for the payment of all electrical, water, gas, telephone, internet and cable television services provided to the Leased Premises.

Maintenance and Repairs (Tenant): TENANT shall also be responsible for the cost of any and all minor repairs totaling Five Hundred Dollars ($500) or less per invoiced repair event. Included among the various minor repairs that TENANT shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. TENANT shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by CITY. CITY reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by CITY must be made in writing.

Indemnity & Insurance: TENANT shall at TENANT's sole cost and expense, but for the mutual benefit of CITY and TENANT, maintain throughout the term of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as TENANT, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. Such Insurance shall have a combined single limit of not less than One Million Dollars ($1,000,000.00) and shall list the CITY as "an additionally insured".

Assignment or Subletting: No consent by CITY to any assignment or subletting by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease whether occurring before or after such consent, assignment or subletting. The consent by CITY to any assignment or subletting shall not relieve TENANT from the obligation to obtain CITY's express written consent to any other assignment or subletting. The acceptance of rent by CITY from any other person shall not be deemed to be a waiver by CITY of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

Maintenance and Inspection of Records: TENANT shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the CITY no later than 60 days after the end of the fiscal year. Audit shall be conducted at the CITY's expense. TENANT shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the TENANT. TENANT shall maintain schedules of all fixed assets purchased and all capital improvements to the Building. For that purpose, TENANT and CITY agree to complete an inventory of all Building assets, furniture, fixtures and equipment within thirty (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with June 1, 2022. If any audit required hereunder discloses any material misrepresentation by TENANT, its staff or agents in its reports, requests or negotiations with CITY, then CITY may terminate this Lease as provided under Article XI, above.

FISCAL IMPACT/ FINANCING

All three (3) contracts will require a payment of one dollar ($1) per year for the lease of the building at 3820 Penn Mar Avenue, the building at 12127 Elliott Avenue as well as for the renewal lease of the building located at 11126 Ramona Boulevard. During the proposed month-to-month term, the SEMAP, the SGV LGBTQ and the Veterans of

Foreign Wars Post 10218 will be required to remit one dollar ($1) each per year. The consideration on rent is in recognition of the essential public outreach.

RECOMMENDATION

Staff recommends that the City Council approve the Lease Agreement with the South El Monte Arts Posse (SEMAP) for the City-owned building at 3820 Penn Mar Avenue for a term of not more than twelve (12) months, approval of the Lease Agreement with the SGV LGBTQ for the City-owned building at 12127 Elliott Avenue for a term of not more than twelve (12) months, as well as the Renewal Lease Agreement with the Veterans of Foreign Wars Post 10218 for the City-owned building located at 11126 Ramona Boulevard for a term of not more than four (4) years.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

AMBER SERVIN
Parks, Recreation and Community Services Director

Attachment 1: SEMAP Lease Agreement
Attachment 2: San Gabriel Valley LGBTQ Lease Agreement
Attachment 3: Veterans of Foreign Wars Post 10218 Renewal Lease Agreement

DATE: December 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

2021
LEASE AGREEMENT
(3820 Penn Mar Avenue, El Monte, California)

THIS 2021 LEASE AGREEMENT ("Lease") is made and entered into this day _____of _____, 2021(the "Effective Date") by and between **CITY OF EL MONTE** a general law city and municipal corporation, (hereinafter referred to as "City") and **CLAREMONT GRADUATE UNIVERSITY**, a California non-profit corporation, and the **SOUTH EL MONTE ART POSSE** (hereinafter referred to as "SEMAP"). For the purposes of this Lease, City, Tenant and SEMAP may be collectively referred to as the "Parties." The capitalized term " Party" may refer to City, Tenant, or SEMAP interchangeably.

WHEREAS, City is owner of real property commonly identified as 3820 Penn Mar Avenue, El Monte, California (hereinafter, the " Property"); and

WHEREAS, the Property consists of one (1) building known as the Zamora Art House, (the "Building"); and

WHEREAS, Tenant is a non-profit corporation which was awarded the Whiting Public Engagement Fellowship and will provide certain benefits to the City thereunder through SEMAP's occupancy of the Building; and

WHEREAS, City desires to rent the Building on the Property to Tenant to be occupied by SEMAP, and Tenant desires to rent the Building on the Property in order to provide certain benefits to the City established under the Fellowship pursuant to the termsand conditions set forth in this Agreement.

I.
PROPERTY DESCRIPTION

1.1 Lease of Leased Premises. City hereby agrees to lease to Tenant and Tenant hereby agrees to leasefrom City the Building located on the Property, (hereinafter referred to as the ("Leased Premises").

II.
TERM

2.1 Term. The Lease shall have an initial term of one (1) year commencing upon the Effective Date of _____, 2021. The Lease shall terminate automatically on _____, 2022, unless sooner terminated or extended as provided in this Agreement (the "Lease Term").

2.2 Option to Extend Term. Provided Tenant or SEMAP are not in default of any of the terms, covenants, or conditions of this Agreement, Tenant shall have one option to request an extension of the initial Term for a one (1)-year period ("**Option Term**"). Tenant may exercise the option by giving the City Manager written notice of Tenant's desire to extend, not less than

sixty (60) days prior to expiration of the initial Term. The City Manager, at the City Manager's sole discretion, may accept or reject the request to extend.

III.
RENT

3.1 Rent. Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

IV.
AUTHORIZED USE

4.1 Uses. The Leased Premises shall be used and occupied by SEMAP solely and exclusively for the purposes set forth in **Exhibit "A"** of this Lease.

4.2 Suitability. Tenant acknowledges that neither City nor any agent of City has made any representation or warranty with respect to the Leased Premises or the Property concerning the suitability of either for the conduct of Tenant/SEMAP's contemplated activities or operations, nor has City agreed to undertake any modification, alteration or improvement to the Leased Premises except as City in its sole discretion may wish to undertake prior to granting Tenant/SEMAP possession of the Lease Premises. Taking of possession of the Leased Premises by Tenant/SEMAP shall conclusively establish that the Leased Premises and the Property were both at such time in satisfactory condition. Tenant acknowledges and agrees that it shall take possession of the Leased Premises "as is."

4.3 Uses Prohibited

a. Tenant/SEMAP shall not do or permit anything to be done in or about the Leased Premises or the Property nor bring or keep anything therein which will increase or otherwise affect the rate of any insurance (including but not limited to fire insurance) upon the Leased Premises or the Property or upon any of their contents (unless Tenant shall pay any such increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Leased Premises or said Property or any part thereof or any of its contents, nor shall Tenant/SEMAP sell or permit it to be kept or used in or about said Leased Premises any articles which may be prohibited by a standard form policy of fire insurance.

b. Tenant/SEMAP shall not cause or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property (if any) or injure or annoy them or use or allow the Leased Premises to be used for any unlawful purpose, any purpose which unduly interferes with the use and enjoyment of the Property by other tenants, or any purpose which exceeds the scope of use set forth in Section 4.1. Tenant/SEMAP shall not commit or suffer to be committed any waste in or upon the Leased Premises.

c. Tenant/SEMAP shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of any duly

constituted public authorities now in force or which may thereafter be enacted or promulgated. Tenant/SEMAP shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Leased Premises, or not related or afforded by Tenant's/SEMAP's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant or SEMAP in any action against Tenant, whether City be a party thereto or not, that Tenant or SEMAP has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between City and Tenant/SEMAP.

d. City reserves the right to approve or deny in its sole and absolute discretion the installation of any and all trade fixtures upon the Leased Premises by or on behalf of Tenant or SEMAP, including but not limited to trade fixtures which may necessitate the alteration or modification of the Leased Premises or the Property or which may cause damage to the Leased Premises or the Property upon installation or upon removal.

4.4 Improvements. Tenant/SEMAP shall not and may not undertake any improvements to the Leased Premises without the express written consent of City which consent may be granted, denied or conditionally granted in City's sole and absolute discretion. All persons or entities making improvements to the Leased Premises on Tenant/SEMAP's behalf must first be approved by City in its sole and absolute discretion and must provide City with such documentation as City, in its sole and absolute discretion, may request, establishing that the person or its duly licensed and qualified to perform such improvements.

V.
MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

5.1 Maintenance and Repairs.

a. City's Obligations

i. Except as otherwise provided under this Section, City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

b. Tenant's Obligations

i. Tenant/SEMAP, at Tenant's/SEMAP's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant/SEMAP in

a clean, operable and sanitary condition. Tenant and SEMAP expressly waive the benefits of any statute now or hereafter in effect which would otherwise afford Tenant or SEMAP the right to make repairs at City's expense.

ii. Notwithstanding any other provisions of this Lease to the contrary, Tenant/SEMAP shall obtain prior written approval from City for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the City. Such written approval shall be issued by the City Manager or the Assistant City Manager.

iii. Tenant/SEMAP agrees.to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, movable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by City to City's reasonable satisfaction, all at Tenant's/SEMAP's sole cost and expense. Tenant and SEMAP shall indemnify the City against any loss or liability resulting from delay by Tenant or SEMAP in so surrendering the Leased Premises, including without limitation any claims made by any succeeding Tenant founded on such delay.

iv. City shall be solely and exclusively responsible for the payment of all electrical, water, and gas , services provided to the Leased Premises. Tenant/SEMAP acknowledges that there is no internet service currently active in the Building. Tenant/SEMAP shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

v. Tenant/SEMAP shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant/SEMAP shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof repairs. Tenant/SEMAP shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by City. City reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by City must be made in writing.

VI.
ENTRY UPON LEASED PREMISES BY CITY

a. City and its duly authorized officers, agents and employees reserve the right to enter the Leased Premises during reasonable hours to inspect the same; to alter, improve or repair the Lease Premises and any portion of the Property. To the extent possible, City shall give Tenant/SEMAP reasonable notice of its intent to enter the

Leased Premises, and the purpose of such intended visit. For each of the aforesaid purposes, City shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, and City shall have the right to use any and all means which City deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises, and any entry to the Leased Premises obtained by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant/SEMAP from the Leased Premises or any portion thereof.

b. The parties understand and agree that the authority reserved to City and its duly authorized officers, agents and employees to enter the Leased Premises to inspect, alter, improve, or repair same, as set forth above, contemplates that any such entry shall be during reasonable hours, and except in emergency situations, City shall give Tenant/SEMAP reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit.

VII.
INDEMNIFICATION

7.1 Indemnity. Tenant and SEMAP shall indemnify and hold harmless City from and against any and all claims arising from Tenant's and SEMAP's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant or SEMAP in or about the Leased Premises and shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's/SEMAP's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant or SEMAP, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim. Tenant/SEMAP upon notice from City shall defend the same at Tenant's/SEMAP's expense by counsel reasonably satisfactory to City provided, however, that Tenant/SEMAP shall not be liable for damage or injury occasioned by the negligent or intentional acts of City and its designated agents or employees unless covered by insurance Tenant/SEMAP is required to provide.

7.2 Exemption of City from Liability. City shall not be liable for injury or damage which may be sustained by the persons, goods, wares, merchandise or property of Tenant or SEMAP, its employees, invites or customers or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Property of which the Leased Premises is a part, or from other sources. City shall not be liable for any damages arising from any act or neglect of any other Tenant or SEMAP (if any).

VIII.
INSURANCE

8.1 Commercial General Liability Insurance. Tenant/SEMAP shall at Tenant's/SEMAP's sole cost and expense, but for the mutual benefit of City and Tenant/SEMAP, maintain throughout the term of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as Tenant/SEMAP, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least $1,000,000 per occurrence and $2,000,000 aggregate, and shall list the City and its officers and employees as "an additionally insured".

8.2 Form of the Policies. The policies required by City shall be in a form reasonably satisfactory to City and shall include actual endorsements.

8.3 Waiver of Subrogation. City and Tenant/SEMAP each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

8.4 Fire Insurance. City shall procure and maintain a policy of insurance for damage and/or destruction to the Property where such damage and/or destruction is caused by fire. Tenant/SEMAP shall procure and maintain a policy of insurance for damage and/or destruction to fixtures, equipment and other personal property which it places, stores or otherwise maintains in or on the Leased Premises where such damage and/or destruction is caused by fire.

IX.
DAMAGE TO LEASED PREMISES

9.1 Partial Damage – Insurance Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there is made available to City pursuant to Article VII, above, insurance proceeds for such damage paying eighty percent (80%) or more of the cost of repairing such damage, City and Tenant/SEMAP shall utilize all such insurance proceeds to pay any additional cost and cause the Leased Premises to be repaired promptly to a condition existing immediately prior to such damage, with this Lease to continue in full force and effect.

9.2 Partial Damage – Insurance Not Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there are no insurance proceeds available, or the insurance proceeds available are less than eighty percent (80%) or more of the cost of repairing such damage, then City shall have the option for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined (a) to elect to terminate this Lease and to retain all insurance proceeds; or (b) to repair the damage at City's expense. The failure of City to take any actions within the sixty (60) day period shall be deemed to be an election to terminate the

Lease. In the event City elects to repair such damage, such work shall be completed promptly restoring Leased Premises to the condition existing immediately prior to such damage and this Lease shall continue in full force and effect. In the event City elects to terminate the Lease, Tenant/SEMAP shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event Tenant/SEMAP elects to do so, coincidentally therewith Tenant/SEMAP shall deposit with City or make available to City on terms acceptable to City, the amount required in addition to any available insurance proceeds to complete the repairs. City shall cause such repair work to be completed promptly thereafter restoring the Leased Premises to the condition existing immediately prior to such damage, and this Lease shall continue to full force and effect.

9.3 Destruction. In the event the Leased Premises are totally destroyed or the Leased Premises cannot be repaired as required herein under applicable laws and regulations, notwithstanding, the availability of insurance proceeds or contributions from Tenant/SEMAP, this Lease shall be terminated effective from the date of the damage.

X.
ASSIGNMENT AND SUBLETTING

10.1 City's Consent Required. Tenant/SEMAP shall not assign, sublet, transfer, mortgage, pledge, hypothecate or encumber all or any portion of the Leased Premises, the Building or this Lease, without the prior written consent of City and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Lease.

10.2 No Release of Tenant. No consent by City to any assignment or subletting by Tenant/SEMAP shall relieve Tenant/SEMAP of any obligation to be performed by Tenant/SEMAP under this Lease whether occurring before or after such consent, assignment, or subletting. The consent by City to any assignment or subletting shall not relieve Tenant/SEMAP from the obligation to obtain City's express written consent to any other assignment or subletting the acceptance of rent by City from any other person shall not be deemed to be a waiver by City of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

XI.
DEFAULT, REMEDIES AND TERMINATION

11.1 Default. The following is a non-exhaustive list of occurrences which shall constitute a default on the part of Tenant/SEMAP.

a. The abandonment or vacation of the Leased Premises by Tenant/SEMAP prior to the expiration of the Lease term.

b. A failure by Tenant/SEMAP to observe and perform any other provisions of this Lease to be observed or performed by Tenant/SEMAP, where said failure continues for twenty (20) days after written notice thereof by City to Tenant/SEMAP;

provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Tenant/SEMAP shall within such period commence such cure and thereafter diligently prosecutes the same to completion.

c. The making by Tenant/SEMAP of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant/SEMAP of a petition to have Tenant or SEMAP adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, the case of a petition filed against Tenant or SEMAP is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's/SEMAP's interest in this Lease, where possession is not restored to Tenant/SEMAP within thirty (30) days of the attachment, execution or other Judicial seizure of substantially all of Tenant's/SEMAP's assets located at the Leased Premises or of Tenant's/SEMAP's interest in this Lease where such seizure is not discharged within (30) days.

d. Tenant/SEMAP makes a material misrepresentation in the performance of this Lease or in the conduct of any audit of Tenant and SEMAP authorized under this Lease.

11.2 Remedies. In the event of any such material default or breach by Tenant or SEMAP, City may undertake any of the following courses of action at any time thereafter and without limiting its right to exercise any other right or remedy at law or in equity.

a. Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenant's/SEMAP's rights to possession irrespective of whether Tenant/SEMAP shall have abandoned the Leased Premises. In the event City elects not to terminate the Lease, City shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Leased Premises as City deems reasonably and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant/SEMAP. In the event any such re-letting occurs this Lease shall terminate automatically upon the new Tenant taking possession of the Leased Premises. Notwithstanding that City fails to elect to terminate the Lease initially, City at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant or SEMAP.

b. Terminate Tenant's/SEMAP's right to possession by any lawful means, in which case this Lease shall terminate and Tenant/SEMAP shall immediately surrender possession of the Leased Premises to City. In such event City shall be entitled to recover from Tenant/SEMAP all damages incurred by City by reason of Tenant's or SEMAP's default, including without limitation thereto the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination, plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds

the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate City for all the detriment proximately caused by Tenant's or SEMAP's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, plus (v) at City's election such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry City shall have the right to make any reasonable repairs, alterations or modifications to the Leased Premises, which City in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%).

11.3 Default by City. City shall not be in default unless City fails to perform obligations required of City within a reasonable time but in no event later than thirty (30) days after written notice by Tenant/SEMAP to City specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30)- day period and thereafter diligently prosecutes the same to completion.

11.4 Termination for Convenience. Section 2.1 of this Lease notwithstanding, City may terminate this Lease for convenience and without cause upon three (3) months prior written notice to Tenant/SEMAP, provided the issuance of any such written notice by City. Tenant/SEMAP may terminate this Lease for convenience and without cause upon thirty (30) days prior written notice to City.

XII.
MISCELLANEOUS

12.1 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between City and Tenant and SEMAP relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both City and Tenant and SEMAP.

City and Tenant and SEMAP agree hereby that all prior or contemporaneous oral agreement between or among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Lease shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

12.3 Costs of Suit.

a. If Tenant/SEMAP or City shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease including any suit by City for the recovery of rent or possession of the Leased Premises, the losing party shall pay the successful party a reasonable suit for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgement.

b. Should City without fault on City's part, be made a party to any litigation instituted by Tenant or SEMAP or by any third party against Tenant or SEMAP or by or against any person holding under or using the Leased Premises by licensee of Tenant or SEMAP, or for the foreclosure of any lien for labor or material furnished to or for Tenant or SEMAP or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or SEMAP or of any such person. Tenant/SEMAP covenants to save and hold City harmless from any judgment rendered against City or the Leased Premises or any part thereof and all costs and expenses, including reasonable attorney's fees incurred by City in or in connection with such litigation.

12.4 Time Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof, except as to the condition related to the delivery of possession of the Leased Premises to Tenant/SEMAP. All the terms, covenants and conditions contained in this Lease to be performed by either Party, shall be deemed to be joint and several and all rights and remedies of the Parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

12.5 Binding Effect; Choice of Law. The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Tenant/SEMAP, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

12.6 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant; term or condition. Acceptance by City of any performance by Tenant or SEMAP after the time the same shall have become due shall not constitute a waiver by City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by City in writing.

12.7 Surrender of Leased Premises. The voluntary or other surrender of this Lease by Tenant/SEMAP or a mutual cancellation thereof shall not work as merger and shall at the option of the City terminate all or any existing subleases or subtenancies or may at the option of the City operate as an assignment to it of any or all such subleases or subtenancies.

12.8 Holding Over. If Tenant or SEMAP remains in possession of all or any part of the Leased Premises after the expiration of the term hereof, with or without the express or implied consent of City such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term and in such case rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

12.9 Signs.

a. Tenant or SEMAP shall not inscribe, paint, affix, place or permit to be placed any projecting sign, awning, advertisement, sign, notice or placard on the exterior or roof of the Leased Premises or upon or about the entrance doors, windows, sidewalks or areas adjacent to the Leased Premises without City's prior written consent. City reserves the right in City's sole discretion to place and locate on the roof, exterior sidewalks and rear wall of said Leased Premises or any portion of the Building of which the Leased Premises may constitute a part but which are not leased to Tenant/SEMAP such notices, signs, marquees and advertisements as City may deem appropriate in the operation of City's affairs.

b. Any such signs or other items described above installed by Tenant or SEMAP with City's consent shall be removed at the expiration or earlier termination of the Lease at Tenant's/SEMAP's expense and Tenant/SEMAP shall repair any damage caused to the Leased Premises resulting from such removal. If Tenant/SEMAP fails to do so City may cause such removal and repair on Tenant's/SEMAP's behalf at Tenant's/SEMAP's expense. If Tenant/SEMAP installs such items without City's consent, Tenant/SEMAP shall remove same promptly, upon receipt of a request by City to do so and shall repair the Leased Premises accordingly. If Tenant/SEMAP fails to do so City may cause such removal and repair to be performed at Tenant's/SEMAP's behalf at Tenant's/SEMAP's expense. Tenant/SEMAP shall not use the City of El Monte name in connection with any business carried on in said Leased Premises without the prior written consent of City. City reserves the right to change the name and title of the building at any time during the term of said Lease. Tenant/SEMAP expressly agree to such change at the option of City and waives any and all damage occasioned thereby.

12.10 Notices. All notices or demands of any kind required or desired to be given by City or Tenant or SEMAP hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid addressed to the City or Tenant or SEMAP respectively at the addresses set forth below.

CITY:	TENANT:	SEMAP:
City of El Monte El Monte City Hall West 11333 Valley Boulevard El Monte, CA 91731 Attn: Director of Parks,	Claremont Graduate University 150 E. Tenth Street Claremont, CA 91711	The South El Monte Arts Posse (SEMAP) _____ _____

Recreation and Community Services Phone: _____ Email: _____	Attn: Phone: Email:	Attn: Romero Guzman Phone: _____ Email: _____

12.11 Maintenance and Inspection Records.

a. Records. Tenant/SEMAP shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant shall provide to City, within one hundred fifth (150) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant/SEMAP and true and correct, and all records required to be kept by Tenant/SEMAP shall be made available to City upon request.

b. Audit. Tenant and SEMAP shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the City no later than one hundred fifty (150) days after the end of the fiscal year. Audit shall be conducted at the City's expense. Tenant and SEMAP shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either Party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the Tenant or SEMAP. Tenant and SEMAP shall maintain schedules of all fixed assets purchased and all capital improvements to the Building. For that purpose, Tenant and SEMAP and City agree to complete an inventory of all Building assets, furniture, fixtures, and equipment within (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with June 1, 2022. If any audit required hereunder discloses material misrepresentation by Tenant or SEMAP, its staff or agents in its reports, requests or negotiations with City, then City may terminate this Lease as provided under Article XI, above.

c. Calendar of Events. On a quarterly basis, Tenant and SEMAP shall provide the City a calendar of events identifying any and all events occurring on the Leased Premises for the upcoming quarter. City shall review and approve all events in its sole and absolute discretion.

CITY OF EL MONTE

By: _____
Alma K. Martinez, City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

TENANT
CLAREMONT GRADUATE
UNIVERSITY

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____

SEMAP
SOUTH EL MONTE ARTS POSSE

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____

Exhibit A

USES OF THE ZAMORA ART HOUSE BY SEMAP

Tenant/SEMAP shall utilize the Zamora Art House in order to implement the Whiting Public Engagement Fellowship. The desired outcome of Tenant/SEMAP utilizing the Zamora Art House is to:

1. Build five (5) thematic bike/walking tours related to the City of El Monte and the City of South El Monte's past;

2. Work with the City of El Monte Union High School District administrators and staff to integrate El Monte/South El Monte history into the curriculum for Ethnic Studies course; and

3. Paint a mural _____ (where?) that reflects El Monte's rich history.

2021
LEASE AGREEMENT
(12127 Elliott Avenue, El Monte, California)

THIS 2021 LEASE AGREEMENT ("Lease") is made and entered into this day ___of _____, 2021(the "Effective Date") by and between **CITY OF EL MONTE** a general law city and municipal corporation, (hereinafter referred to as "City") and the **SAN GABRIEL VALLEY LGBTQ CENTER** (hereinafter referred to as "Tenant" or "Center"). For the purposes of this Lease, City and Tenant may be collectively as the "Parties." The capitalized term "Party" may refer to either City or Tenant interchangeably.

WHEREAS, City is owner of real property commonly identified as 12127 Elliott Avenue, El Monte, California (hereinafter, the "Property"); and

WHEREAS, the Property consists of one building known as Mountain View Park Auditorium, (the "Maxson Auditorium"); and

WHEREAS, Tenant is a 501(c)(3) non-profit corporation founded in 2011, which is seeking to provide a location for the Center that will allow it to expand its programming and availability to the community; and

WHEREAS, City desires to rent the Maxson Auditorium on the Property to Tenant, and Tenant desires to rent the Maxson Auditorium on the Property in order to expand its programming and availability to the public pursuant to the termsand conditions set forth in this Agreement.

I.
PROPERTY DESCRIPTION

1.1 Lease of Leased Premises. City hereby agrees to lease to Tenant and Tenant hereby agrees to leasefrom City the Maxson Auditorium located on the Property, (hereinafter referred to as the ("Leased Premises").

II.
TERM

2.1 Term. The Lease shall have an initial term of one (1) year commencing upon the Effective Date of _____ ___, 2021 (the "Lease Term"). The Lease shall terminate automatically on _____, 2022, unless sooner terminated or extended as provided in this Agreement.

2.2 Option to Extend Lease Term. Provided Lessee is not in default of any of the terms,
covenants, or conditions of this Agreement, Lessee shall have one option to request an extension of the initial Lease Term for a one (1)-year period ("**Option Term**"). Lessee may exercise the option by giving the City Manager written notice of Lessee's desire to extend, not less than sixty (60) days prior to expiration of the initial Lease Term. The City Manager, at the City Manager's sole discretion, may accept or reject the request to extend.

III.
RENT

3.1 Rent. Tenant shall pay to City an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease Term.

IV.
AUTHORIZED USE

4.1 Uses. The Leased Premises shall be used and occupied by Tenant solely and exclusively for the purposes set forth in **Exhibit "A"** of this Lease.

4.2 Suitability. Tenant acknowledges that neither City nor any agent of City has made any representation or warranty with respect to the Leased Premises or the Property concerning the suitability of either for the conduct of Tenant's contemplated activities or operations, nor has City agreed to undertake any modification, alteration or improvement to the Leased Premises except as City in its sole discretion may wish to undertake prior to granting Tenant possession of the Lease Premises. Taking of possession of the Leased Premises by Tenant shall conclusively establish that the Leased Premises and the Property were both at such time in satisfactory condition. Tenant acknowledges and agrees that it shall take possession of the Leased Premises "as is."

4.3 Uses Prohibited

a. Tenant shall not do or permit anything to be done in or about the Leased Premises or the Property nor bring or keep anything therein which will increase or otherwise affect the rate of any insurance (including but not limited to fire insurance) upon the Leased Premises or the Property or upon any of their contents (unless Tenant shall pay any such increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Leased Premises or said Property or any part thereof or any of its contents, nor shall Tenant sell or permit it to be kept or used in or about said Leased Premises any articles which may be prohibited by a standard form policy of fire insurance.

b. Tenant shall not cause or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property (if any) or injure or annoy them or use or allow the Leased Premises to be used for any unlawful purpose, any purpose which unduly interferes with the use and enjoyment of the Property by other tenants, or any purpose which exceeds the scope of use set forth in Section 4.1. Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises.

c. Tenant shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute,

ordinance or governmental rule or regulation or requirement of any duly constituted public authorities now in force or which may thereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other simi lar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Leased Premises, or not related or afforded by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether City be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between City and Tenant.

d. City reserves the right to approve or deny in its sole and absolute discretion the installation of any and all trade fixtures upon the Leased Premises by or on behalf of Tenant, including but not limited to trade fixtures which may necessitate the alteration or modification of the Leased Premises or the Property or which may cause damage to the Leased Premises or the Property upon installation or upon removal.

4.4 Improvements. Tenant shall not and may not undertake any improvements to the Leased Premises without the express written consent of City which consent may be granted, denied or conditionally granted in City's sole and absolute discretion. All persons or entities making improvements to the Leased Premises on Tenant's behalf must first be approved by City in its sole and absolute discretion and must provide City with such documentation as City, in its sole and absolute discretion, may request, establishing that the person or its duly licensed and qualified to perform such improvements.

V.
MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

5.1 Maintenance and Repairs.

a. City's Obligation

i. Except as otherwise provided under this Section, City at its sole cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property. The foregoing notwithstanding, City shall be under no obligation to undertake such repairs or construct such improvements as City deems unreasonable, unnecessary or economically infeasible in City's sole and absolute discretion.

b. Tenant's Obligations

i. Tenant, at Tenant's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by Tenant in a clean, operable and

sanitary condition. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at City's expense.

ii. Notwithstanding any other provisions of this Lease to the contrary, Tenant shall obtain prior written approval from City for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the City. Such written approval shall be issued by the City Manager or the Assistant City Manager.

iii. Tenant agrees to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, movable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by City to City's reasonable satisfaction, all at Tenant's sole cost and expense. Tenant shall indemnify the City against any loss or liability resulting from delay by Tenant in so surrendering the Leased Premises, including without limitation any claims made by any succeeding Tenant founded on such delay.

iv. Tenant shall be solely and exclusively responsible for the payment of all electrical, water, and gas services provided to the Leased Premises. Tenant acknowledges that there is no internet service currently active in the Building. Tenant shall be solely and exclusively responsible for the payment and provision of internet services it utilizes on the Leased Premises such as a hot spot.

v. Tenant shall also be responsible for the cost of any and all minor repairs totaling Five Thousand Dollars ($5,000) or less per invoiced repair event. Included among the various minor repairs that Tenant shall be responsible for are minor roof repairs.

VI.
ENTRY UPON LEASED PREMISES BY CITY

a. City and its duly authorized officers, agents and employees reserve the right to enter the Leased Premises during reasonable hours to inspect the same; to alter, improve or repair the Lease Premises and any portion of the Property. To the extent possible, City shall give Tenant reasonable notice of its intent to enter the Leased Premises, and the purpose of such intended visit. For each of the aforesaid purposes, City shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, and City shall have the right to use any and all means which City deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises, and any entry to the Leased Premises obtained by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

b. The parties understand and agree that the authority reserved to City/and its duly authorized officers, agents and employees to enter the Leased Premises to inspect, alter, improve, or repair same, as set forth above, contemplates that any such entry shall be during reasonable hours, and except in emergency situations, City shall give Tenant reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit.

VII.
INDEMNIFICATION

7.1 Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expenses (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. Such indemnification includes Tenant's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises. Each party shall further indemnify and hold the other harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the indemnifying party's part to be performed under the terms of this Lease. The indemnifying party upon notice from the indemnified party shall defend the same at the indemnifying party's expense by counsel reasonably satisfactory to the indemnified party.

7.2 Exemption of City from Liability. City shall not be liable for injury or damage which may be sustained by the persons, goods, wares, merchandise or property of Tenant, its employees, invites or customers or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Property of which the Leased Premises is a part, or from other sources. City shall not be liable for any damages arising from any act or neglect of any other Tenant (if any).

VIII.
INSURANCE

8.1 Commercial General Liability Insurance. Tenant shall at Tenant' s sole cost and expense, but for the mutual benefit of City and Tenant, maintain throughout the tern of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as Tenant, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least $1,000,000 per occurrence and $2,000,000 aggregate, and shall list the City and its officers and employees as "an additionally insured".

8.2 Form of the Policies. The policies required by City shall be in a form reasonably satisfactory to City and shall include actual endorsements.

8.3 Waiver of Subrogation. City and Tenant each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving Patty or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

8.5 Fire Insurance. City shall procure and maintain a policy of insurance for damage and/or destruction to the Property where such damage and/or destruction is caused by fire. Tenant shall procure and maintain a policy of insurance for damage and/or destruction to fixtures, equipment and other personal property which it places, stores or otherwise maintains in or on the Leased Premises where such damage and/or destruction is caused by fire.

IX.
DAMAGE TO LEASED PREMISES

9.1 Partial Damage – Insurance Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there is made available to City pursuant to Article VII, above, insurance proceeds for such damage paying eighty percent (80%) or more of the cost of repairing such damage, City and Tenant shall utilize all such insurance proceeds to pay any additional cost and cause the Leased Premises to be repaired promptly to a condition existing immediately prior to such damage, with this Lease to continue in full force and effect.

9.2 Partial Damage – Insurance Not Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there are no insurance proceeds available, or the insurance proceeds available are less than eighty percent (80%) or more of the cost of repairing such damage, then City shall have the option for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined (a) to elect to terminate this Lease and to retain all insurance proceeds; or (b) to repair the damage at City's expense. The failure of City to take any actions within the sixty (60) day period shall be deemed to be an election to terminate the Lease. In the event City elects to repair such damage, such work shall be completed promptly restoring Leased Premises to the condition existing immediately prior to such damage and this Lease shall continue in full force and effect. In the event City elects to terminate the Lease, Tenant shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event Tenant elects to do so, coincidentally therewith Tenant shall deposit with City or make available to City on terms acceptable to City, the amount required in addition to any available insurance proceeds to complete the repairs. City shall cause such repair work to be completed promptly thereafter restoring the Leased Premises to the condition existing immediately prior to such damage, and this Lease shall continue to full force and effect.

9.3 Destruction. In the event the Leased Premises are totally destroyed or the Leased Premises cannot be repaired as required herein under applicable laws and regulations, notwithstanding, the availability of insurance proceeds or contributions from Tenant, this Lease shall be terminated effective from the date of the damage.

X.
ASSIGNMENT AND SUBLETTING

10.1 City's Consent Required. Tenant shall not assign, sublet, transfer, mortgage, pledge, hypothecate or encumber all or any portion of the Leased Premises, the Maxson Auditorium or this Lease, without the prior written consent of City and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Lease.

10.2 No Release of Tenant. No consent by City to any assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease whether occurring before or after such consent, assignment, or subletting. The consent by City to any assignment or subletting shall not relieve Tenant from the obligation to obtain City's express written consent to any other assignment or subletting the acceptance of rent by City from any other person shall not be deemed to be a waiver by City of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

XI.
DEFAULT, REMEDIES AND TERMINATION

11.1 Default. The following is a non-exhaustive list of occurrences which shall constitute a default on the part of Tenant.

a. The abandonment or vacation of the Leased Premises by Tenant prior to the expiration of the Lease term.

b. A failure by Tenant to observe and perform any other provisions of this Lease to be observed or performed by Tenant, where said failure continues for twenty (20) days after written notice thereof by City to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Tenant shall within such period commence such cure and thereafter diligently prosecutes the same to completion.

c. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, the case of a petition filed against Tenant is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days of the attachment, execution or other Judicial seizure of substantially all of

Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease where such seizure is not discharged within (30) days.

d. Tenant makes a material misrepresentation in the performance of this Lease or in the conduct of any audit of Tenant authorized under this Lease.

11.2 Remedies. In the event of any such material default or breach by Tenant, City may undertake any of the following courses of action at any time thereafter and without limiting its right to exercise any other right or remedy at law or in equity.

a. Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenants rights to possession irrespective of whether Tenant shall have abandoned the Leased Premises. In the event City elects not to terminate the Lease, City shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Leased Premises as City deems reasonably and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such re-letting occurs this Lease shall terminate automatically upon the new Tenant taking possession of the Leased Premises. Notwithstanding that City fails to elect to terminate the Lease initially, City at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.

b. Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to City. In such event City shall be entitled to recover from Tenant all damages incurred by City by reason of Tenant's default, including without limitation thereto the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination, plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate City for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, plus (v) at City's election such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry City shall have the right to make any reasonable repairs, alterations or modifications to the Leased Premises, which City in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%).

11.3 Default by City. City shall not be in default unless City fails to perform obligations required of City within a reasonable time but in no event later than thirty (30) days after written notice by Tenant to City specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30)- day period and thereafter diligently prosecutes the same to completion.

11.4 Termination for Convenience. Section 2.1 of this Lease notwithstanding, City may terminate this Lease for convenience and without cause upon six (6) months prior written notice to Tenant, provided the issuance of any such written notice by City must be approved by the City Council. Tenant may terminate this Lease for convenience and without cause upon thirty (30) days prior written notice to City.

XII.
MISCELLANEOUS

12.1 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between City and Tenant relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both City and Tenant.

City and Tenant agree hereby that all prior or contemporaneous oral agreement between or among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Lease shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

12.3 Costs of Suit.

a. If Tenant or City shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease including any suit by City for the recovery of rent or possession of the Leased Premises, the losing party shall pay the successful party a reasonable suit for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgement.

b. Should City without fault on City's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant or by or against any person holding under or using the Leased Premises by licensee of Tenant, or for the foreclosure of any lien for labor or material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such person. Tenant covenants to save and hold City harmless from any judgment rendered against City or the Leased Premises or any part thereof and all costs and

expenses, including reasonable attorney's fees incurred by City in or in connection with such litigation.

12.4 Time Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof, except as to the condition related to the delivery of possession of the Leased Premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either Party, shall be deemed to be joint and several and all rights and remedies of the Parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

12.5 Binding Effect; Choice of Law. The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Tenant, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

12.6 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant; term or condition. Acceptance by City of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by City in writing.

12.7 Surrender of Leased Premises. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof shall not work as merger and shall at the option of the City terminate all or any existing subleases or subtenancies or may at the option of the City operate as an assignment to it of any or all such subleases or subtenancies.

12.8 Holding Over. If Tenant remains in possession of all or any part of the Leased Premises after the expiration of the term hereof, with or without the express or implied consent of City such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term and in such case rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

12.9 Signs.

a. Tenant shall not inscribe, paint, affix, place or permit to be placed any projecting sign, awning, advertisement, sign, notice or placard on the exterior or roof of the Leased Premises or upon or about the entrance doors, windows, sidewalks or areas adjacent to the Leased Premises without City's prior written consent. City reserves the right in City's sole discretion to place and locate on the roof, exterior sidewalks and rear wall of said Leased Premises or any portion of the Maxson Auditorium of which the Leased Premises may constitute a part but which are not leased to Tenant such notices,

signs, marquees and advertisements as City may deem appropriate in the operation of City's affairs.

b. Any such signs or other items described above installed by Tenant with City's consent shall be removed at the expiration or earlier termination of the Lease at Tenant's expense and Tenant shall repair any damage caused to the Leased Premises resulting from such removal. If Tenant fails to do so City may cause such removal and repair on Tenant's behalf at Tenant's expense. If Tenant installs such items without City's consent, Tenant shall remove same promptly, upon receipt of a request by City to do so and shall repair the Leased Premises accordingly. If Tenant fails to do so City may cause such removal and repair to be performed at Tenant's behalf at Tenant's expense. Tenant shall not use the City of El Monte name in connection with any business carried on in said Leased Premises without the prior written consent of City. City reserves the right to change the name and title of the Maxson Auditorium at any time during the term of said Lease. Tenant expressly agrees to such change at the option of City and waives any and all damage occasioned thereby.

12.10 Notices. All notices or demands of any kind required or desired to be given by City or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid addressed to the City or Tenant respectively at the addresses set forth below.

CITY: City of El Monte El Monte City Hall West 11333 Valley Boulevard El Monte, CA 91731 Attn: Parks, Recreation and Community Services Department Director Phone: _____ Email: _____	TENANT San Gabriel Valley LGBTQ Center P.O. Box 1395 Monrovia, CA 91017 Attn: _____ Phone: _____ Email: _____

12.11 Maintenance and Inspection Records.

a. Records. Tenant shall use an accounting system approved by City and shall prepare and maintain all records as may be required by City. Tenant shall provide to City, within twenty (20) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by Tenant and true and correct, and all records required to be kept by Tenant shall be made available to City upon request.

b. Audit. Tenant shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the City no later than sixty (60) days after the end of the fiscal year (June 30th). Audit

shall be conducted at the City's expense. Tenant shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either Party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the Tenant. Tenant shall maintain schedules of all fixed assets purchased and all capital improvements to the Maxson Auditorium. For that purpose, Tenant and City agree to complete an inventory of all Maxson Auditorium assets, furniture, fixtures, and equipment within (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with _____, 2022. If any audit required hereunder discloses material misrepresentation by Tenant, its staff or agents in its reports, requests or negotiations with City, then City may terminate this Lease as provided under Article XI, above.

c. Calendar of Events. On a quarterly basis, Tenant shall provide the City a calendar of events identifying any and all events occurring on the Leased Premises for the upcoming quarter. City shall review and approve all events in its sole and absolute discretion.

CITY OF EL MONTE	TENANT SAN GABRIEL VALLEY LGBTQ CENTER
By: _____ Alma K. Martinez, City Manager	By: _____ Its: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By: _____ City Attorney	By: _____

Exhibit A

USES OF THE MOUNTAIN VIEW PARK (MAXSON) AUDITORIUM

BY THE SGV LGBTQ CENTER

Lessee shall utilize the Mountain Maxson Auditorium as a gathering place in order to promote a safe and inclusive San Gabriel Valley for people of all orientations and gender identities. The desired outcome of Lessee utilizing the Mountain View Park Auditorium is to:

1. Foster advocacy, education, and respect for individuals;
2. Encourage cultural diversity, healthy living, and full achievement of personal potential;
3. Improve the overall visibility of the SGV LGBTQ community within the general population;
4. Provide locally available, culturally competent programs and services; and
5. Promote interconnection amongst the SGV LGBTQ community.

2021

LEASE AGREEMENT

(11126 Ramona Boulevard, El Monte, California)

THIS LEASE AGREEMENT (hereinafter, "Lease") is made and entered into this _____ day of _____ 2021 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and the VETERANS OF FOREIGN WARS, POST 10218, (hereinafter, "TENANT"). For the purposes of this Lease, CITY and TENANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or TENANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY is the owner of real property commonly identified as 11126 Ramona Boulevard, El Monte, California 91731 (hereinafter, the "Property"); and

WHEREAS, the CITY acquired the subject property from the Alameda Corridor-East Construction Authority ("ACE"); and

WHEREAS, ACE, among other things, conditioned the sale of the Property on CITY's covenant and agreement to use the Property for "public purposes"; and

WHEREAS, the Property consists of one commercial building (hereinafter, the "Building") containing three (3) rental units; and

WHEREAS, TENANT is a non-profit corporation desirous of renting all three units of the Property under the terms and conditions set forth in this Lease; and

WHEREAS, the execution of this Lease was approved by the El Monte City Council at its Regular Meeting of _____, 2021 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.
PROPERTY DESCRIPTION

1.1 Lease of Leased Premises. CITY hereby agrees to lease to TENANT and TENANT hereby agrees to lease from CITY the three units located upon the Property, Units A, B and C, of Property (hereinafter referred to as the "Leased Premises").

II.
TERM

2.1 Term. The Lease shall have a term of four (4) years which shall be deemed to commence effective February 7, 2022 and end at 11:59 pm on February 6, 2026 (the "Expiration Date"). In the event the Parties have not agreed to the terms of a new written agreement by or before the Expiration Date of the Lease, the Lease shall extend automatically subject to its same terms and conditions on a month-to-month basis for a maximum of six (6) months.

III.
RENT

3.1. Rent. TENANT shall pay to CITY an annual rent of One Dollar ($1.00). The initial rent payment shall be due upon the commencement of the Lease term and thereafter each year on the anniversary of the commencement of the Lease term.

IV.
AUTHORIZED USE

4.1 Uses. The Leased Premises shall be used and occupied by TENANT solely and exclusively for the purposes set forth in **Exhibit "A"** of this Lease.

4.2 Suitability. TENANT acknowledges that neither CITY nor any agent of CITY has made any representation or warranty with respect to the Leased Premises or the Property concerning the suitability of either for the conduct of TENANT's contemplated activities or operations, nor has CITY agreed to undertake any modification, alteration or improvement to the Leased Premises except as CITY in its sole discretion may wish to undertake prior to granting TENANT possession of the Leased Premises. The taking of possession of the Leased Premises by TENANT shall conclusively establish that the Leased Premises and the Property were both at such time in satisfactory condition. TENANT acknowledges and agrees that it shall take possession of the Leased Premises "as is."

4.3 Uses Prohibited.

(a) TENANT shall not do or permit anything to be done in or about the Leased Premises or the Property nor bring or keep anything therein which will increase or otherwise affect the rate of any insurance (including but not limited to fire insurance) upon the Leased Premises or the Property or upon any of their contents (unless TENANT shall pay any such increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Leased Premises or said Property or any part thereof or any of its contents, nor shall TENANT sell or permit to be kept, used or said in or about said Leased Premises any articles which may be prohibited by a standard form policy of fire insurance.

(b) TENANT shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other

tenants or occupants of the Property (if any) or injure or annoy them or use or allow the Leased Premises to be used for any unlawful purpose, any purpose which unduly interferes with the use and enjoyment of the Property by other tenants, or any purpose which exceeds the scope of use set forth in Section 4.1. TENANT shall not commit or suffer to be committed any waste in or upon the Leased Premises.

(c) TENANT shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of any duly constituted public authorities now in force or which may thereafter be enacted or promulgated. TENANT shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Leased Premises, or not related or afforded by TENANT's improvements or acts. The judgment of any court of competent jurisdiction or the admission of TENANT in any action against TENANT, whether CITY be a party thereto or not, that TENANT has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between CITY and TENANT.

(d) CITY reserves the right to approve or deny in its sole and absolute discretion the installation of any and all trade fixtures upon the Leased Premises by or on behalf of TENANT, including but not limited to trade fixtures which may necessitate the alteration or modification of the Leased Premises or the Property or which may cause damage to the Leased Premises or the Property upon installation or upon removal.

4.4 Improvements. TENANT shall not and may not undertake any improvements to the Leased Premises without the express written consent of CITY which consent may be granted, denied or conditionally granted in CITY's sole and absolute discretion. All persons or entities making improvements to the Leased Premises on TENANT's behalf must first be approved by CITY in its sole and absolute discretion and must provide CITY with such documentation as CITY, in its sole and absolute discretion, may request, establishing that the person or entity is duly licensed and qualified to perform such improvements.

V.
MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

5.1 Maintenance and Repairs.

(a) CITY's Obligations

(i) Except as otherwise provided under this Section, CITY at its sole

cost and expense shall maintain in a good state of repair the roof and walls and all structural portions of the roof, walls, floors and foundations, including the air conditioning and heating units for the Property which are currently in place or which the CITY, in its sole and absolute discretion, may later install. The foregoing notwithstanding, CITY shall be under no obligation to undertake such repairs or construct such improvements as CITY deems unreasonable, unnecessary or economically infeasible in CITY's sole and absolute discretion.

(b) TENANT's Obligations

(i) TENANT, at TENANT's sole cost and expense, shall maintain the Leased Premises and any and all trade fixtures utilized by TENANT in a clean, operable and sanitary condition. TENANT expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford TENANT the right to make repairs at CITY's expense.

(ii) Notwithstanding any other provisions of this Lease to the contrary, TENANT shall obtain prior written approval from CITY for all tenant improvements including but not limited to painting, installation of flooring, ceilings, partition walls, doors including hardware, and installation or replacement of plumbing, mechanical, or electrical fixtures. Approval of said items shall not be unreasonably withheld by the CITY. Such written approval shall be issued by the City Manager.

(iii) TENANT agrees to repair, at its own expense, any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by CITY to CITY's reasonable satisfaction, all at TENANT's sole cost and expense. TENANT shall indemnify the CITY against any loss or liability resulting from delay by TENANT in so surrendering the Leased Premises, including without limitation any claims made by any succeeding TENANT founded on such delay.

(iv) TENANT shall be solely and exclusively responsible for the payment of all electrical, water, gas, telephone, internet and cable television services provided to the Leased Premises.

(v) TENANT shall also be responsible for the cost of any and all minor repairs totaling Five Hundred Dollars ($500) or less per invoiced repair event. Included among the various minor repairs that TENANT shall be responsible for are minor repairs and maintenance to all air conditioning and heating equipment and all minor roof

repairs. TENANT shall also be responsible for paying the entire cost of retaining a contractor for the provision of routine maintenance and upkeep to any air conditioning and heating system now in existence or later authorized by CITY. CITY reserves the right to approve, disapprove or conditionally approve any proposed contractor providing routine maintenance and repair services to the air conditioning and heating systems serving the Leased Premises. Any approval or conditional approval by CITY must be made in writing.

VI.
ENTRY UPON LEASED PREMISES BY CITY

6.1 CITY and its duly authorized officers, agents and employees reserve the right to enter the Leased Premises during reasonable hours to inspect the same; to alter, improve or repair the Leased Premises and any portion of the Property. To the extent possible, CITY shall give TENANT reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit. For each of the aforesaid purposes, CITY shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, and CITY shall have the right to use any and all means which CITY may deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises, and any entry to the Leased Premises obtained by CITY by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of TENANT from the Leased Premises or any portion thereof.

6.2 The parties understand and agree that the authority reserved to CITY and its duly authorized officers, agents and employees to enter the Leased Premises to inspect, alter, improve, agents and employees to enter the Leased Premises to inspect, alter, improve, or repair same, as set forth above, contemplates that any such entry shall be during reasonable hours, and except in emergency situations, CITY shall give TENANT reasonable notice of its intent to enter the Leased Premises, and the purpose for such intended visit.

VII.
INDEMNFICATION

7.1 Indemnity. TENANT shall indemnify and hold harmless CITY and ACE from and against any and all claims arising from TENANT's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by TENANT in or about the Leased Premises and shall further indemnify and hold CITY and ACE harmless from and against any and all claims arising from any breach or default in the performance of any obligation on TENANT's part to be performed under the terms of this Lease, or arising from any act or negligence of TENANT, or any of its agents, contractors or employees, and from and against any and all costs, attorney's fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against CITY and ACE by reason of any such claim. TENANT upon notice from CITY and ACE shall defend the same at TENANT's expense by counsel reasonably satisfactory to CITY and ACE, provided, however, that TENANT shall not be liable for damage or injury occasioned by

the negligent or intentional acts of CITY and ACE and its designated agents or employees unless covered by insurance TENANT is required to provide.

7.2 Exemption of CITY from Liability. CITY shall not be liable for injury or damage which may be sustained by the person, goods, wares merchandise or property of TENANT, its employees, invites or customers or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Property of which the Leased Premises is a part, or from other sources. CITY shall not be liable for any damages arising from any act or neglect of any other TENANT (if any).

VIII.
INSURANCE

8.1 Commercial General Liability Insurance. TENANT shall at TENANT's sole cost and expense, but for the mutual benefit of CITY and TENANT, maintain throughout the term of this Lease commercial general liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises and in, on, or about the sidewalks directly adjacent to the Leased Premises and such other areas as TENANT, its officers, agents, employees, contractors, licensees and/or invitees shall have the right to use pursuant to this Lease. Such Insurance shall have a combined single limit of not less than One Million Dollars ($1,000,000.00) and shall list the CITY as "an additionally insured".

8.2. Form of the Policies. The policies required by CITY shall be in a form reasonably satisfactory to CITY and shall include actual endorsements.

8.3 Waiver of Subrogation. CITY and TENANT each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

8.4 Fire Insurance. CITY shall procure and maintain a policy of insurance for damage and/or destruction to the Property where such damage and/or destruction is caused by fire. TENANT shall procure and maintain a policy of insurance for damage and/or destruction to fixtures, equipment and other personal property which it places, stores or otherwise maintains in or on the Leased Premises where such damage and/or destruction is caused by fire.

IX.
DAMAGE TO LEASED PREMISES

9.1 Partial Damage – Insurance Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event

there is made available to CITY pursuant to Article VII, above, insurance proceeds for such damage paying eighty percent (80%) or more of the cost of repairing such damage, CITY and TENANT shall utilize all such insurance proceeds to pay any additional cost and cause the Leased Premises to be repaired promptly to a condition existing immediately prior to such damage, with this Lease to continue in full force and effect.

9.2 Partial Damage – Insurance Not Available. In the event of damage causing a partial destruction of the Leased Premises during the term of this Lease and in the event there are no insurance proceeds available, or the insurance proceeds available are less than eighty percent (80%) or more of the cost of repairing such damage, then CITY shall have the option for a period of sixty (60) days after the unavailability or amount of insurance proceeds is determined ***(a)*** to elect to terminate this Lease and to retain all insurance proceeds; or ***(b)*** to repair the damage at CITY's expense. The failure of CITY to take any actions within the sixty (60) day period shall be deemed to be an election to terminate the Lease. In the event CITY elects to repair such damage, such work shall be completed promptly restoring the Leased Premises to the condition exiting immediately prior to such damage and this Lease shall continue in full force and effect. In the event CITY elects to terminate the Lease, TENANT shall have thirty (30) days thereafter to elect to pay for the cost of such repairs to the extent insurance proceeds are not available. In the event TENANT elects to do so, coincidentally therewith TENANT shall deposit with CITY or make available to CITY on terms acceptable to CITY, the amount required in addition to any available insurance proceeds to complete the repairs. CITY shall cause such repair work to be completed promptly thereafter restoring the Leased Premises to the condition existing immediately prior to such damage, and this Lease shall continue to full force and effect.

9.3 Destruction. In the event the Leased Premises are totally destroyed, or the Leased Premises cannot be repaired as required herein under applicable laws and regulations, notwithstanding, the availability of insurance proceeds or contributions from TENANT, this lease shall be terminated effective from the date of the damage.

X.
ASSIGNMENT AND SUBLETTING

10.1 CITY's Consent Required. TENANT shall not assign, sublet, transfer, mortgage, pledge, hypothecate or encumber all or any portion of the Leased Premises, the Building or this Lease, without the prior written consent of CITY and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Lease.

10.2 No Release of TENANT. No consent by CITY to any assignment or subletting by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease whether occurring before or after such consent, assignment or subletting. The consent by CITY to any assignment or subletting shall not relieve TENANT from the obligation to obtain CITY's express written consent to any other assignment or subletting. The acceptance of rent by CITY from any other person shall not be deemed to be a waiver by CITY of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment,

subletting or other transfer.

10.3 The parties acknowledge, each to the other, that TENANT at the time the 2006 Lease was executed, TENANT was in process of restructuring its non-profit unincorporated entity to a non-profit Public Business Corporation. The Parties agree that that this restructuring when completed would not be deemed an assignment under this lease. TENANT shall provide CITY upon written request any and all documentation evidencing its non-profit status.

10.4 Subject to approvals necessary as set forth in this section, TENANT shall use its best efforts to make space available for non-profit community groups performing similar or complimentary veterans related functions and requests by CITY to make such space available shall not be unreasonably withheld.

XI.
DEFAULT, REMEDIES AND TERMINATION

11.1 Default. The following is a non-exhaustive list of occurrences which shall constitute a default on the part of TENANT:

(a) The abandonment or vacation of the Leased Premises by TENANT prior to the expiration of the Lease term;

(b) A failure by TENANT to observe and perform any other provisions of this Lease to be observed or performed by TENANT, where such failure continues for twenty (20) days after written notice thereof by CITY to TENANT; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, TENANT shall not be deemed to be in default if TENANT shall within such period commence such cure and thereafter diligently prosecute the same to completion;

(c) The making by TENANT of any general assignment or general arrangement for the benefit of creditors; the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, the case of a petition filed against TENANT the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of TENANT's assets located at the Leased Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) days or the attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the Leased Premises or of TENANT's interest in this Lease where such seizure is not discharged within thirty (30) days;

(d) TENANT makes a material misrepresentation in the performance of this Lease or in the conduct of any audit of TENANT authorized under this Lease.

11.2 Remedies. In the event of any such material default or breach by TENANT, CITY may undertake any of the following courses of action at any time thereafter and without limiting its right to exercise any other right or remedy at law or in equity:

(a) Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating TENANT's rights to possession irrespective of whether TENANT shall have abandoned the Leased Premises. In the event CITY elects not to terminate the Lease, CITY shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Leased Premises as CITY deems reasonably and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. In the event any such re-letting occurs this Lease shall terminate automatically upon the new TENANT taking possession of the Leased Premises. Notwithstanding that CITY fails to elect to terminate the Lease initially, CITY at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of TENANT.

(b) Terminate TENANT's right to possession by any lawful means, in which case this Lease shall terminate, and TENANT shall immediately surrender possession of the Premise to CITY. In such event CITY shall be entitled to recover from TENANT all damages incurred by CITY by reason of TENANT's default, including without limitation thereto the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination, plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate CITY for all the detriment proximately caused by TENANT's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, plus (v) at CITY's election such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry CITY shall have the right to make any reasonable repairs, alterations or modifications to the Leased Premises, which CITY in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%).

11.3 Default by CITY. CITY shall not be in default unless CITY fails to perform

obligations required of CITY within a reasonable time but in no event later than thirty (30) days after written notice by TENANT to CITY specifying wherein CITY has failed to perform such obligations; provided, however, that if the nature of CITY's obligation is such that more than thirty (30) days are required for performance then CITY shall not be in default if CITY commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion.

11.4 Termination for Convenience. Section 2.1 of this Lease notwithstanding, CITY may terminate this Lease for convenience and without cause upon six (6) months prior written notice to TENANT, provided the issuance of any such written notice by CITY must be approved by the City Council. TENANT may terminate this Lease for convenience and without cause upon thirty (30) days prior written notice to CITY.

XII.
MISCELLANEOUS

12.1 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between CITY and TENANT relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both CITY and TENANT. CITY and TENANT agree hereby that all prior or contemporaneous oral agreement between or among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

12.3 Costs of Suit.

(a) If TENANT or CITY shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease including any suit by CITY for the recovery of rent or possession of the Leased Premises, the losing party shall pay the successful party a reasonable suit for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(b) Should CITY without fault on CITY's part, be made a party to any litigation instituted by TENANT or by any third party against TENANT or by or against any person holding under or using the Premises by licensee of TENANT, or for the foreclosure of any lien for labor or material furnished to or for TENANT or any such other person or otherwise arising out of or resulting from any act or transaction of TENANT or of any such person. TENANT covenants to save and hold CITY harmless from any judgment rendered against CITY or the Leased Premises or any part thereof and all costs and expenses, including reasonable attorney's fees incurred by CITY in or in connection with such litigation.

12.4 Time: Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof, except as to the condition relating to the delivery of possession of the Leased Premises to TENANT. All the terms, covenants and conditions contained in this Lease to be performed by either Party, shall be deemed to be joint and several and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

12.5 Binding Effect; Choice of Law. The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by TENANT, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

12.6 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by CITY of any performance by TENANT after the time the same shall have become due shall not constitute a waiver by CITY of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by CITY in writing.

12.7 Surrender of Leased Premises. The voluntary or other surrender of this Lease by TENANT or a mutual cancellation thereof shall not work as merger and shall at the option of the CITY terminate all or any existing subleases or subtenancies or any at the option of the CITY operate as an assignment to it of any or all such subleases or subtenancies.

12.8 Holding Over. If TENANT remains in possession of all or any part of the Leased Premises after the expiration of the term hereof, with or without the express or implied consent of CITY such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term and in such case rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

12.9 Signs.

(a) TENANT shall not inscribe, paint, affix, place or permit to be placed any projecting sign, awning, advertisement, sign, notice or placard on the exterior or roof of the Leased Premises or upon or about the entrance doors, windows, sidewalks or areas adjacent to the Leased Premises without CITY's prior written consent. CITY reserves the right in CITY's sole discretion to place and locate on the roof, exterior sidewalks and rear wall of said Leased Premises or any portion of the Building of which the Leased

Premises may constitute a part but which are not leased to TENANT such notices, signs, marquees and advertisements as CITY may deem appropriate in the operation of CITY's affairs.

(b) Any such signs or other items described above installed by TENANT with CITY's consent shall be removed at the expiration or earlier termination of the Lease at TENANT's expense and TENANT shall repair any damage caused to the Leased Premises resulting from such removal. If TENANT fails to do so CITY may cause such removal and repair on TENANT's behalf at TENANT's expense. If TENANT installs such items without CITY's consent, TENANT shall remove same promptly, upon receipt of a request by CITY to do so and shall repair the Leased Premises according if TENANT fails to do so CITY may cause such removal and repair to be performed on TENANT's behalf at TENANT's expense. TENANT shall not use the City of El Monte name in connection with any business carried on in said Leased Premises without the prior written consent of CITY. CITY reserves the right to change the name and title of the building at any time during the term of said Leases. TENANT expressly agrees to such change at the option of CITY and waives any and all damage occasioned thereby.

12.10 Notices. All notices or demands of any kind required or desired to be given by CITY or TENANT hereunder shall be in writing and shall be deemed delivered forth-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid addressed to the CITY or TENANT respectively at the addresses set forth below:

CITY:	TENANT:
City of El Monte City Manager's Office El Monte City Hall – East 11333 Valley Boulevard El Monte, CA 91731 Attn: Alma K. Martinez Phone: (626) 580-2001	Veterans of Foreign Wars, Post 10218 American Legion Hall 4542 N. Peck Road El Monte, CA 91732 Attn: Post Commander Phone:_____ Fax:_____

12.11 Maintenance and Inspection of Records.

(a) Records. TENANT shall use an accounting system approved by CITY and shall prepare and maintain all records as may be required by CITY. TENANT shall provide to CITY, within twenty (20) calendar days after the end of each calendar year quarter, quarterly reports of accounts in accordance with general accepted accounting principles and certified by TENANT and true and correct, and all records required to be kept by TENANT shall be made available to CITY upon request.

(b) Audit. TENANT shall submit all required financial records and be subject to an annual audit by a certified public accountant. All records shall be made available to the CITY no later than 60 days after the end of the fiscal year. Audit shall be conducted at the CITY's expense. TENANT shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the TENANT. TENANT shall maintain schedules of all fixed assets purchased and all capital improvements to the Building. For that purpose, TENANT and CITY agree to complete an inventory of all Building assets, furniture, fixtures and equipment within thirty (30) calendar days from the execution of this Lease (hereinafter, the "Inventory") and shall update said Inventory by or before June 1st of each year thereafter commencing with June 1, 2022. If any audit required hereunder discloses any material misrepresentation by TENANT, its staff or agents in its reports, requests or negotiations with CITY, then CITY may terminate this Lease as provided under Article XI, above.

(c) Calendar of Events. On a quarterly basis, TENANT shall provide the CITY a calendar of events identifying any and all events occurring on the premises for the upcoming quarter. This includes all "rental" events whether on a "special" one time basis or recurring basis. CITY shall review and approve all events at its sole and absolute discretion.

CITY OF EL MONTE

By:_____
Alma K. Martinez, City Manager

TENANT - VETERANS OF FOREIGN WARS, POST 10218

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, Assistant City Attorney

Exhibit "A"

CONCEPT FOR THE GREATER EL MONTE VETERANS COMMUNITY CENTER

The Greater El Monte Veterans Community Center will be formed to work with other agencies to provide supportive services to veterans and their families, including education programs, job training and employment services, counseling, health service referrals, money management services, and affordable housing referrals. Incidental to the aforementioned primary uses, the Center may from time-to-time make the Leased Premises available to other persons or entities on a for-hire basis for the purpose of conducting social or other community-oriented activities such as, but not limited to luncheons, dinner-dances, weddings, award ceremonies, birthday parties, and other similar functions.

Purpose
The Greater El Monte Veterans Community Center will support the concerns of all veterans by providing resources and volunteer services coordination to Veteran groups and other El Monte Community Service Organizations. In addition, the Center will identify funding and grant opportunities that support Veteran issues.

Mission
The mission of the Center for Veteran Affairs will be in line with the mission of the Veterans & Homeless Affairs Commission, which is to "provide advocacy and support for better communication, planning, and cooperation among entities for veterans and their families in the City of El Monte.

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 6, 2021

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO CHRISTENSEN BROTHERS GENERAL ENGINEERING, INC. FOR THE SEWER REPLACEMENT NEVADA AVENUE AND BODGER STREET AREA, CIP 005, AND PAVEMENT REHABILITATION AND IMPROVEMENT, CIP 038, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $12,150,035.79

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Construction Contract (Contract) to Christensen Brothers General Engineering, Inc. for the Sewer Replacement Nevada Avenue and Bodger Street Area, CIP 005 ("CIP 005"), and the Pavement Rehabilitation and Improvement, CIP 038, ("CIP 038") for a total not-to-exceed amount of $12,150,035.79;

2. Consider and approve the total appropriation of a not-to-exceed amount of $12,150,035.79; which includes the Contract amount of $10,565,248.51 plus an approximate fifteen percent (15%) contingency of $1,584,787.28; and

3. Authorize the City Manager, or her designee, to execute the Contract with Christensen Brothers General Engineering, Inc.

BACKGROUND

CIP 005 consists of the construction of new sewer mains and laterals in the City Streets, in addition to construction of new sewer laterals through private properties, to facilitate abandonment of the existing sewer main located in the backyard easements of the City of El Monte residences. CIP 038 includes pavement rehabilitation, removal and replacement of curb ramps, and concrete gutter within the new sewer improvement area, and two (2) additional areas of the City of El Monte (the "City"), as set forth in the

Contract Drawings and Technical Specifications for the Project. The City Engineer's estimate for the project is $12,250,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Earlier in this year, four (4) construction bids were received June 16, 2021 for this Project. On August 11, 2021, the City Council approved staff's recommendation to reject all bids because it was determined that all bid proposals were non-responsive. Per requirement of the Project Specification, Experience Qualification Form, the apparent low bidder did not complete a project of more than $8,000,000. The apparent second, third, and fourth low bidders did not complete the Bid Schedule properly and did not include Sub-Contractors Workers Classification Form. The second low bidder also did not notarize the Non-Collusion Declaration and did not complete the Experience Qualification Form properly.

Upon careful consideration of the City's front end bid documents, staff underwent a revamping of the City's General Conditions in order to assist bidders with mandatory bid sheets that were more clear to the bidders in the hopes of lowering the need to reject bidders for failure to hand in mandatory bid forms. Other significant changes to the General Conditions included leveling and lowering experience requirements to 50% of the Engineer's Estimate from prior stated experience requirements as high as 70% of the Engineer's Estimate in hopes of attracting more competition to the City's competitive bidding environment. On August 19, 2021, the City's Project Manager sent the City Attorney a revised front end bid document and the following is a summary of these significant suggested changes in the General Conditions:

1) Bid Protest Section revised to include filing of fees, amending the protest after filing, and contacting entities who may be involved in the review of the protest. This should greatly reduce the number of frivolous protests filed by bidders. Recommend review by Council.
2) Inclusion of what was the mandatory form for subcontractors formerly included in Appendix E into the body of the bid documents. Bidders were frequently missing SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM and this should help bidders to know to turn this in now that it is in the body of the bid documents.
3) Language on the forms to be turned in that includes language like "Mandatory Forms and Must be Turned in with Bid Documents". Also language on which forms need to be notarized. This should help bidders to turn in the forms correctly.
4) Removal of City staging and language to make staging part of the Contractor's work.
5) Removal of a specific value for the past experience to be 50% of the Engineer's Estimate. This also allows this document to be utilized now throughout the City with consistency for bidding purposes. Additionally, the City can choose whatever value is desirable, and a 50% stretch in experience seems reasonable and should encourage more bidders to bid.

6) Added language to the Experience Qualification to eliminate the many pages of separate documents often submitted by bidders and to ensure that the City's document is filled out and returned with the bid.
7) Other minor edits to make the document clearer to bidders.
8) Updated the section that City Attorney previously questioned regarding the refund process

On September 9, 2021, the Project Manager and City Engineer completed the revamping of the City's General Conditions and had full City Attorney review. Subsequently, these new front end General Conditions bid documents were then utilized for all new bids within the City including this re-bid project.

On September 13, 2021, the City published the Notice of Inviting Bids (NIB) on the City's website and PlanetBids. On October 14, 2021 at 2:00 PM, staff opened and reviewed the bids and identified the responsible contractor that submitted the lowest responsive bid within the engineer's estimate. At approximately 4:00 PM, the Project Manager completed her initial review of the apparent low bidder, Vido Artukovich and Son, Inc and determined this bidder non-responsive for failure to hand in the mandatory bid forms. Review of the second low bidder, Christensen Brothers General Engineering Inc, revealed they were the apparent low bidder. At 4:22 PM on October 14, 2021, the Project Manager received an email from Caleb Christensen stating, "requesting a copy the Bid Documents for the apparent Low Bidder, Vido Artukovich & Son Inc./ Vimdar Inc. A JV, if they are available online can you please provide me with a link."

From October 18, 2021 through October 20, 2021, the Project Manager and City Engineer worked concurrently with the City Attorney to draft and finalize the Notice of Nonresponsive Bid dated October 20, 2021 which was emailed to Vido Artukovich & Son on Wednesday October 20, 2021 at 3:38 PM with a certified mailed hard copy.

On Wednesday October 20, 2021 at 3:41 PM, the City Clerk received the Bid Protest from Caleb Christensen of Christensen Brothers General Engineering Inc. This Bid Protest was determined to be valid and reviewed between the Project Manager, City Engineer, and City Attorney. However, at the time the Bid Protest was received, action had already been taken by City staff who had determined the Vido Artukovich & Son bid to be non-responsive.

On October 26, 2021, the City Clerk received from Vido Artukovich & Son their response to the City's Notice of Nonresponsive Bid. The Project Manager, City Engineer, and City Attorney reviewed the notice and determined it was without merit.

On October 28, 2021, the Southern California Labor/Management Operating Engineers Contract Compliance Committee issued a Request for Documents Pursuant to the California Public Records Act (Government Code§ 6250, et seq.) regarding CIP 005 and CIP 038. At the time of this report, City staff and the City Attorney are responding to this request.

Considering all of the above from the Christensen Brothers Bid Protest, the Vido Artukovich & Son Response, and the Southern California Labor/Management Operating Engineers Contract Compliance Request, the City upon completion of these documents with the City Attorney has determined that the City may proceed within the City's rights to award this Contract to the lowest qualified bidder per the State of California Public Contracting Code and the City's bid documents. Therefore, please consider that on October 14, 2021 at 2:00 PM, the City received seven (7) sealed bids, four (4) of which are nonresponsive. The order of ranked commences from the lowest responsive bid:

1.	Christensen Brothers General Engineering Inc.	$10,565,248.51
2.	Ramona Inc	$11,237,602.38
3.	Ferreira Costal Construction Company	$14,499,417
4.	Vido Artukovich and Son, Inc	Non Responsive
5.	Vasilj, Inc	Non Responsive
6.	Toro Enterprises, Inc.	Non Responsive
7.	Colich and Sons, LP	Non Responsive

Christensen Brothers General Engineering, Inc. has completed similar projects for several Southern California local agencies including the cities of Hesperia, the Towne of Apple Valley, and many others.

A complete review of all seven (7) bids was completed by the Project Manager on November 23, 2021, and is available for review which clarifies the City's rights and analysis to analyze each bidder equally across all required bid forms.

It is therefore staff's recommendation to award the Construction Contract to Christensen Brothers General Engineering, Inc. for a total not-to-exceed amount of $12,150,035.79 which includes the Contract amount of $10,565,248.51 plus an approximate fifteen percent (15%) contingency of $1,584,787.28.

Upon City Council approval of the recommended actions, staff will coordinate with Christensen Brothers General Engineering, Inc. to ensure the Project is completed within the prescribed budget and schedule as depicted in the standard specifications.

The Project is anticipated to begin in January 2022 and be completed by December 2022.

FISCAL IMPACT/FINANCING

The Project is budgeted under the Capital Improvement Program FY 2021-2022 for $12,158,818.00 (see the table on following page for the fund distribution).

ACCOUNT No:	CIP	Budgeted Amount
277-67-005-8221	005	$500,000
650-67-005-8221	005	$8,104,029.30
223-67-038-8221	038	$2,500,000
225-67-038-8821	038	$1,054,789
		$12,158,818.30

The estimated Project expenses and funding sources are shown on the detailed Project Budget (Attachment 2).

Staff requests that $10,565,248.51 plus a fifteen percent (15%) contingency of $1,584,787.28 for a total of $12,158,818.30 be allocated for construction as follows: $500,000 from Account No. 277-67-005-8221, $8,104,029.30 from Account No. 650-67-005-8221, $2,500,000 from Account No. 223-67-038-8221, and $1,054,789 from Account No. 225-67-038-8821. The fifteen percent (15%) contingency will be utilized only by the approval of the City Manager, or her designee, for unforeseen expenditures.

CONCLUSION

Staff recommends that the City Council approve a Construction Contract with Christensen Brothers General Engineering, Inc. for the Sewer Replacement Nevada Avenue and Bodger Street Area, CIP 005, and Pavement Rehabilitation and Improvement, CIP 038, for a Contract amount of $10,565,248.51 plus a fifteen percent (15%) contingency of $1,584,787.28 for a total not-to-exceed amount of $12,150,035.79; and authorize the City Manager, or her designee, to execute the Contract.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

Attachment 1: Bid Proposal from Christensen Brothers General Engineering, Inc.
Attachment 2: Project Budget
Attachment 3: Draft Construction Contract

DATE: December 14 , 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

ATTACHMENT 1

Bid Proposal from Christensen Brothers General Engineering, Inc.

BIDDER'S CHECKLIST
MUST BE TURNED IN WITH BID

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

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

Initial: LC Date: 10/14/21

b) **PROPOSAL SIGNATURE SHEET**
To be filled in and signed by the Bidder. Failure to sign the Bid Schedule may result in a non-qualified bid.

Initial: LC Date: 10/14/21

2. **BID SECURITY ACCOMPANYING BID**
The bid bond is to be executed by the Bidder and the surety company unless bid is accompanied by cash or certified check. The amount of this bond shall be not less than ten percent (10%) of the total amount bid and may be shown in dollars or on a percentage basis. The original bid security shall be submitted to the City Clerk prior to the bid due date and time. Proof of delivery that is date/time stamped and signed for by the City Clerk from other couriers other than Certified Mail will be accepted. A copy of the proof of delivery shall be submitted with the bid package by the bid due date.

Initial: LC Date: 10/14/21

3. **NON-COLLUSION DECLARATION**
A Non-Collusion Declaration must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: LC Date: 10/14/21

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

Initial: LC Date: 10/14/21

BIDDER'S CHECKLIST - CONTINUED

5. **DESIGNATION OF SUBCONTRACTORS**

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

Initial: LC Date: 10/14/21

6. **INSURANCE**

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

Initial: LC Date: 10/14/21

7. **SITE VISIT**

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

Initial: LC Date: 10/14/21

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

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

Initial: LC Date: 10/14/21

9. **PERFORMANCE AND PAYMENT BONDS**

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

Initial: LC Date: 10/14/21

10. **WORK SCHEDULE**

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

Initial: LC Date: 10/14/21

11. **ADDENDA**

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

Initial: LC Date: 10/14/21

BIDDER'S CHECKLIST - CONTINUED

12. **WORKERS COMPENSATION**

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

Initial: VC Date: 10/14/21

BID PROPOSAL

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

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

The undersigned Bidder hereby proposes to furnish and deliver all necessary labor, tools, equipment, and other means of construction to perform the work required for the completion of the project entitled **Sewer Replacement Nevada Avenue and Bodger Street Area, CIP 005 and Pavement Rehabilitation and Improvement, CIP 038 Projects** in accordance with the intent of all plans, specifications, and addenda issued by the City of El Monte, Public Works Department prior to the opening of the bid proposals.

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

The Bidder further agrees to complete all work required under the Contract within two hundred and twenty (220) working days from the date designated in the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule. The terms "working days" or "work days" means any day of the week, excluding Saturday, Sunday and any federally observed holiday.

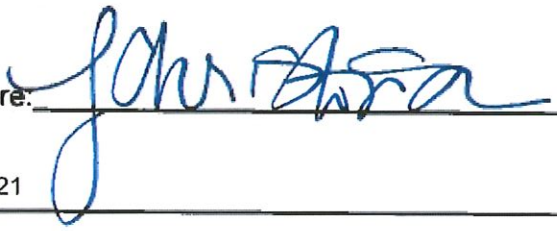
The Bidder acknowledges that it understands that a waiting period from time of bid opening until award may be sixty (60) calendar days during which time Bidder may not withdraw its bid. The Bidder further acknowledges that it has adjusted its bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

The undersigned has completed Bid Schedule A, Bid Schedule B, Bid Schedule C and provided a total Base Bid Amount in figures and words for Bid Schedule A, Bid Schedule B, Bid Schedule C and Bid Schedule Combined. Bid Schedule A represents Bid Items that are common to project Sewer Replacement CIP 005 and Pavement Rehabilitation CIP 038 and the total bid item value provided for each bid item shall apply to work performed on both projects throughout the duration of the contract. Bid Schedule B represents bid items that apply to Sewer Replacement CIP 005. Bid Schedule C represents bid items that apply to Pavement Rehabilitation CIP 038.

Company Name: CHristensen Brothers General Engineering, Inc.

Bidder's Name (Printed): Leona Christensen

Bidder's Title: Corporate Secretary

Bidder's Signature: 

Date: 10/14/21

Address: 21834 Bear Valley Rd

Apple Valley CA 92308

Phone Number: 760-240-5236

Contractor's License Number: 893188

Classification: A

Expiration Date: 3/31/23

BID SCHEDULES

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

BID SCHEDULE A: SEWER REPLACEMENT CIP 005 & PAVEMENT REHABILITATION CIP 038 COMBINED

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE IN FIGURES		BID ITEM TOTAL (IN FIGURES)
1A	1	LS	Mobilization, Demobilization, Builders Risk Insurance & Cleanup (NTE 6%)	$ 471,000.-	LS	$ 471,000.-
2A	1	LS	Excavation Safety Measures	$ 87,000.-	LS	$ 87,000.-
3A	1	LS	Temporary Erosion Control / SWPPP	$ 42,500.-	LS	$ 42,500.-
4A	1	LS	Preconstruction Videos and Photographs	$ 9,600.-	LS	$ 9,600.-
5A	1	LS	Monument Preservation, Restoration and Survey	$ 13,400.-	LS	$ 13,400.-
6A	1	LS	Construction Baseline Schedule and Updates	$ 125,000	LS	$ 125,000
7A	1	LS	Soil Compaction / Asphalt Materials Testing / Concrete Testing	$ 123,000.-	LS	$ 123,000.-
8A	1	LS	Construction Survey	$ 51,000.-	LS	$ 51,000.-
9A	1	LS	Traffic Control	$ 140,000.-	LS	$ 140,000.-
10A	1	LS	Procore Software	$ 41,800	LS	$ 41,800
11A	Allowance	T&M	Allowance for Unknown Underground Obstructions (Field Orders)	$ 800,000	T&M	$ 800,000
TOTAL BID SCHEDULE A IN FIGURES (Bid Item No. 1A-11A)						$ 1,904,300.-

TOTAL BID SCHEDULE A IN WORDS (Bid Item No. 1A-11A)

One million nine hundred four thousand three hundred

BID SCHEDULE B: SEWER REPLACEMENT CIP 005 ONLY

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE IN FIGURES		BID ITEM TOTAL (IN FIGURES)
1B	1	LS	Pothole Utilities	$ 141,000.-	LS	$ 141,000.-
2B	1	LS	Sewer Bypass Operations	$ 54,000.-	LS	$ 54,000.-
3B	1	LS	Hazardous Materials (arsenic and lead) Management and Contingency Plan, HSP, ETP, Personnel Training, Final Report and Compliance	$ 8,400.-	LS	$ 8,400.-
4B	Allowance	T&M	Field Screening/Testing of Disturbed Soils (Field Technician with X-ray Field Assessments, Sampling and Lab Testing)	$100,000	T&M	$100,000
5B	660	CY	Removal, Handling, Transport, and Disposal of Non-Hazardous Soil Containing DTSC Levels of Lead from Lateral Construction per ISMND	$ 61.-	CY	$ 40,260.-
6B	660	CY	Removal, Handling, Transport, and	$ 100.-	CY	$ 66,000.-

			Disposal of Soil Requiring a Class 1 Disposal Facility			
7B	Allowance	T&M	Dewatering	$ 35,000	T&M	$ 35,000
8B	1	LS	Environmental Mitigation Measures	$ 23,500.-	LS	$ 23,500.-
9B	1,236	CY	Over-Excavation and Imported Bedding	$ 60.-	CY	$ 74,160.-
10B	6,182	LF	8" Gravity Sewer Main	$ 200.-	LF	$ 1,236,400.-
11B	38	EA	4' Diameter Concrete Sewer Manhole with 1 Sack Slurry Backfill	$ 13,300.-	EA	$ 505,400.-
12B	8	EA	Rehabilitate Existing Sewer Manhole	$ 4,600.-	EA	$ 36,800.-
13B	3	EA	Replace Exist MH w / 4 Foot Diameter Concrete Sewer Manhole with 1 Sack Slurry Backfill	$ 15,500.-	EA	$ 46,500.-
14B	4	EA	Replace Exist MH w / 4 Foot Diameter Concrete Sewer Drop Manhole with 1 Sack Slurry Backfill	$ 15,500.-	EA	$ 62,000.-
15B	225	LF	Rehabilitate Existing Sewer Main - 12" CIPP	$ 118.-	LF	$ 26,550.-
16B	710	LF	Rehabilitate Existing Sewer Main - 8" CIPP	$ 75.-	LF	$ 53,250.-
17B	765	LF	Replace -in -Place /Point Repair Existing 8" Sewer Main	$ 237.-	LF	$ 181,305.-
18B	35	EA	Sewer Lateral Reconnection	$ 4,100.-	EA	$ 143,500.-
19B	135	EA	Sewer Lateral Relocation	$ 20,500.-	EA	$ 2,767,500.-
20B	1	LS	Abandon Existing Sewer Main & Laterals	$ 51,000.-	LF	$ 51,000.-
21B	10	EA	Abandon Existing Sewer Manhole	$ 3,500.-	EA	$ 35,000.-
22B	1	EA	Demolish / Remove Existing Sewer Manhole	$ 5,500.-	EA	$ 5,500.-
23B	1,300	LF	Demolish / Remove Existing Sewer Main	$ 53.-	LF	$ 68,900.-
TOTAL BID SCHEDULE B IN FIGURES (Bid Item No. 1B-23B)						$ 5,761,925.-
TOTAL BID SCHEDULE B IN WORDS (Bid Item No. 1B-23B) Five million seven hundred sixty one thousand nine hundred twenty five						

BID SCHEDULE C: PAVEMENT REHABILITATION CIP 038 ONLY

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE IN FIGURES		BID ITEM TOTAL (IN FIGURES)
1C	58	EA	Remove and Replace Curb Ramps to be Compliant per Standards, Including Sidewalk & Curb and Gutter. Replacement Ramps shall be 6" PCC on 4" CMB (Cases as Shown on Plans)	$ 6,000.-	EA	$ 348,000.-
2C	1,058	SF	Remove and Reconstruct Existing 4" PCC Sidewalk on 4" CMB	$ 14.20	SF	$ 15,023.60
3C	4,375	SF	Remove and Reconstruct Driveway 6" PCC on 4" CMB (Including Curb and	$ 20.-	SF	$ 87,500

			Gutter, AC and CMB R&R)			
4C	2	EA	Remove Tree and Stump	$ 1,200.-	EA	$ 2,400.-
5C	22,095	LF	Construct Gutter Only Adjacent to Existing Curb (Including Sawcut, and removals (2.5' x 6")	$ 24.30	LF	$ 536,908.50
6C	7,365	EA	Construct Dowels in existing PCC Curb for Gutter Only Construction	$ 37.60	EA	$ 276,924.-
7C	22,095	LF	Remove 9" of subgrade and replace 9" CMB for Gutter Only Area (2.5')	$ 6.50	LF	$ 14,617.50
8C	8,310	SF	Remove and Replace Cross Gutter and Spandrels on 4" CMB (Including AC and CMB R&R)	$ 27.-	SF	$ 224,370.-
9C	584,299	SF	Apply Asphalt Rubber Aggregate Membrane (ARAM) Layer	$ .59	SF	$ 344,736.41
10C	260,110	SF	Edge Grind – 6' from gutter (1.5" sawcut along concrete pavement)	$ .35	SF	$ 91,038.50
11C	7,450	TN	Construct 2" AC Pavement Overlay	$ 85.-	TN	$ 633,250.-
12C	200	LF	Remove and Replace 8" min Curb and 18" Gutter (Including AC and CMB R&R)	$ 59.-	LF	$ 11,800.-
13C	60	EA	Adjust Manholes to Grade	$ 660.-	EA	$ 39,600.-
14C	95	EA	Adjust Valves to Grade	$ 173.-	EA	$ 16,435.-
15C	8	EA	Adjust Poles to Grade	$ 3700.-	EA	$ 29,600.-
16C	5	EA	Adjust Pull Boxes to Grade	$ 404.-	EA	$ 2020.-
17C	20	EA	Adjust Water Meter Boxes to Grade	$ 410.-	EA	$ 8,200.-
18C	1	LS	Signing and Striping (Thermo Plastic Legends, Stop Bars and Crosswalks)	$ 21,600.-	LS	$ 21,600.-
19C	10,000	SF	Remove and Replace 4" AC Pavement over 6" CMB (Localized repair)	$ 6.60	SF	$ 66,000.00
TOTAL BID SCHEDULE A IN FIGURES (Bid Item No. 1C-19C)						$ 2,899,033.51
TOTAL BID SCHEDULE B IN WORDS (Bid Item No. 1C-19C)						

TOTAL BASE BID AMOUNT IN FIGURES (SCHEDULES A+B+C):

$ 10,565,248.51

TOTAL BASE BID AMOUNT IN WORDS (SCHEDULES A+B+C):

$ Ten Million Five hundred Sixty Five thousand Two hundred forty Eight dollars and fifty one cents

NON-COLLUSION DECLARATION

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

The undersigned declares:

I am the Corporate Secretary of Christensen Brothers General Engineering, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at Apple Valley [City], CA [state].

Bidder's Name (Printed): Leona Christensen

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

Bidder's Title: Corporate Secretary

SEE ATTACHED
NOTARIAL CERTIFICATE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN BERNARDINO)

On OCTOBER 14TH 2021 before me, MELISSA MYERS, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MELISSA MYERS
Notary Public - California
San Bernardino County
Commission # 2234465
My Comm. Expires Mar 16, 2022

Signature _____ (Seal)

EXPERIENCE QUALIFICATIONS

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

The Bidder has been engaged in the contracting business under the present business name for years. Experience in work of a nature similar to that covered in the proposal extends over a period of years.

The Bidder ***shall have*** satisfactorily completed the following:

- At least one (1) prevailing wage public contract in the State of California.
- At least one (1) construction project(s) of similar nature, scope and complexity for public agencies, completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

The Bidder ***shall demonstrate*** by completing the forms on the following pages to provide information on
1) **Current** Construction Contract(s) that is similar in nature, scope and complexity for public agencies with the dollar value of Bidder's portion of each such project more than 50% of the bid [list five projects maximum]; and
2) **Completed** Construction Contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate [list five projects maximum]. Make additional copies of the attached forms as necessary.

The following is a list of plant and equipment owned by the Bidder, which is available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
Please see attached list.....			

Bidder's Name (Printed): Christensen Brothers General Engineering, Inc.

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

Bidder's Title: Corporate Secretary

Date: 10/14/21



Equipment List 2021

Name	Qty	Type	Condition	Location
A/C Grinder w/ Broom	2		Good	So. Cal
Message Board	6		Good	So. Cal
Arrow board	8		Good	So. Cal
Blade	1	Cat	New	So. Cal
Cement Mixer	2		Good	So. Cal
Compactor	1		Good	So. Cal
Compressor	4		Good/New	So. Cal
Concrete/Asphalt Saw	3		Good	So. Cal
Concrete Finisher	2		Good	So. Cal
Dump Truck	3		Good	So. Cal
Excavator (140-270 Net HP)	4	Cat/ Komatsu	Good/New	So. Cal
Excavator (80-125 Net HP)	5	Cat/ Komatsu	Good/New	So. Cal
Hydraulic Breaker, Backhoe	2		Good	So. Cal
Jackhammer	10+		Good	So. Cal
Line Pull	1		Good	So. Cal
Loader Back Hoe (70-99 Net HP)	4		Good/New	So. Cal
Loader Back Hoe (100-129 Net HP)	5		Good	So. Cal
Power Broom	3		Good	So. Cal
Saw Truck			Good	So. Cal
Scraper	1		Good	So. Cal
Semi-Truck	5		Good/New	So. Cal
Skid Steer Loader	4		Good/New	So. Cal
Skip Loader	3	J Deere/ Cat	Good	So. Cal
Street Sweeper	2		Good/New	So. Cal
Test Pump	5		Good	So. Cal
Trench Plates	100+		Good	So. Cal
Tool/Service Truck	3		Good/New	So. Cal
Vacuum Trailer	2		Good	So. Cal
Vibra Plate			Good	So. Cal
Wheel Loader (2-3 yards)	5	Cat	Good	So. Cal
6" ByPass Pump	1		Good	So. Cal
Water Truck	4		Good	So. Cal
Zipper (asphalt trencher)	4		Good	So. Cal

EXPERIENCE QUALIFICATIONS

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

SEPARATE PROJECT ATTACHMENTS ARE NOT ACCEPTABLE IN LIEU OF THIS DOCUMENT

1. *Complete the following information for your **current** construction contract(s) that is similar in nature, scope and complexity for public agencies with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate. (List **five** projects maximum and attach separate sheets. If **one** or **zero** current projects, list your **two** most recently completed projects.)*

(a) *Name of Project:* Recycled Water System Phase 1A

(b) *Client:* City of Hesperia

(c) *Project Address:* Approx 55,000 Lf Of 8" to 16" Water Main throughout the City

City: Hesperia *State:* CA *Zip:* 92345

(d) *Contact Name:* David Burkett

(e) *Contact Phone:* (760) 947-1202

(f) *Design Engineer Name:* TKE Engineering, Inc

(g) *Design Engineer Phone:* (951) 680-0440

(h) *Type of Project:* Recycled Water Main

(i) *Contract Type:* Public Works

(j) *Contract Amount:* $6,902,138.46

(k) *Percent Change Orders to Base Contract:* %20

(l) *Percent Complete:* 100%

(m) *Percent Work Performed With Own Forces:* 95%

(n) *Scheduled Completion Date:* 8/25/18

(o) *Forecast/Actual Completion Date:* 12/14/18

(p) *Explain any differences between scheduled and forecast/actual completion dates:*
City authorized substantial Time extensions due to the expansion of project scope to include Several 8" sections with appurtenances for easy tie ins in the future, we also found multiple Conflicts with existing utilities

(q) *Explain any differences between the original contract price and the forecast/ actual cost to complete:*
City Decided to Add $730,107.00 worth of 8" Appurtenances for Future Tie ins, As well as multiple other Unknown utility conflicts

2. *Complete the following information for* ***completed*** construction contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the bid, *including, but not limited to contracts with the City of El Monte (List* ***five*** *projects maximum and attach additional sheets as necessary.*

(a) *Name of Project Manager/Superintendent:* Alton Anderson

(b) *Name of Project:* Nanticoke Pumpstation Bypass Sewer Project

(c) *Client:* Victor Valley Waste Water Reclamation

(d) *Project Address:* Throughout the Town of Apple Valley
City: Apple Valley *State:* CA *Zip:* 92307

(e) *Contact Phone:* (760) 713-9857

(f) *Design Engineer Name:* Michael Baker International

(g) *Design Engineer Phone:* (949) 472-3505

(h) *Type of Project:* Install 30" PVC Gravity Trunk Main to eliminate a Pump Station

(i) *Contract Type:* Public Works

(j) *Contract Amount:* $3,207,896

(k) *Percent Change Orders to Base Contract:* 19%

(l) *Percent Complete:* 100%

(m) *Percent Work Performed With Own Forces:* 95%

(n) *Scheduled Completion Date:* 1/14/17

(o) *Actual Completion Date:* 7/21/17

(p) *Explain any differences between scheduled and actual completion dates:* Project stopped for 3 months due to plan redesign for utility conflict, As well other utility conflicts/ Design issues

(q) *Explain any differences between the original contract price and the actual cost to complete:* Substantial Redesign was necessary and required additional work and delays

DESIGNATION OF SUBCONTRACTORS

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

Include this "Designation of Subcontractors" form and "Subcontractors Workers Classification Form" with Bid

In compliance with sections 4100-4114 of the California Public Contract Code, each Bidder shall submit the name, contractor license number, and business location of each subcontractor who will perform work or labor or render service to the Contractor for the construction of the work performed under these specifications in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid. If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set fourth. (Attach additional forms as necessary)

Name of Subcontractor	Street Address of Shop, Mill or Office	Type of Work/Category Contract	$ Value of Work to be Performed	DIR Registration Number	Subcontractor's License Number, Type, Expiration Date
Manhole Adjusters	9500 Beverly Rd	Install Manhole membrane	$308,876.32	1000004104	398440 1/31/23
MCS Inc.	35246 Antelope Rd	Install Sewer Manholes	$342,160.00	1000010719	445161 10/31/22
NU Line	102 Second St Suite B	CIPP Lining Sewer Lines	$69,380.00	1000003808	997520 10/31/22
Summit Environmental	33161Camino Capistrano	Hazmat Compliance	$142,500.00	1000024682	929061 2/28/23
On Point Land Surveying, Inc.	1906 Orange Tree Ln Suite 240	Survey	$22,000.00	1000003100	LS- 8133
Superior Pavement Markings	PO Box 278	Striping	$18,360.00	1000001476	776306 8/31/23

If no subcontractors will be used, write "NONE" here: _____

I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed this 14th day of October, 20 21, in Apple Valley, California

By: Leona Christensen

Contractor Company Name: Christensen Brothers General Engineering, Inc.

DESIGNATION OF SUBCONTRACTORS FORM MUST BE TURNED IN WITH BID

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM							
Subcontractor Business Name Summit Environmental Contractors							
Subcontractor Registration Number with DIR 1000024682							
Contact Person Name David Aronne							
Contact Person Title Estimator							
Contact Person Phone Number 949-542-4330							
Contact Person E-mail Address heather@summitenvcon.com							
Workers Classifications							
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
X	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		SOUND /COMM		SURVEYORS		TEAMSTER
	TILE WORKERS						

Subcontractor Business Name On Point Land Surveying, Inc.							
Subcontractor Registration Number with DIR 1000003100							
Contact Person Name Shari							
Contact Person Title Sales							
Contact Person Phone Number 909-792-2221							
Contact Person E-mail Address shari@onpointlandsurveying.com							
Workers Classifications							
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		SOUND /COMM	X	SURVEYORS		TEAMSTER
	TILE WORKERS						

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM							
Subcontractor Business Name MCS Inc.							
Subcontractor Registration Number with DIR 1000010719							
Contact Person Name Nate Atchison							
Contact Person Title Estimator							
Contact Person Phone Number 951-246-3476							
Contact Person E-mail Address Manholeconstruction@gmail.com							
Workers Classifications							
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
X	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		SOUND /COMM		SURVEYORS		TEAMSTER
	TILE WORKERS						

Subcontractor Business Name Nu Line							
Subcontractor Registration Number with DIR 1000003808							
Contact Person Name Frank Durazo							
Contact Person Title Estimator							
Contact Person Phone Number 760-634-5153							
Contact Person E-mail Address fdurazo@nulinetech.net							
Workers Classifications							
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
X	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		SOUND /COMM		SURVEYORS		TEAMSTER
	TILE WORKERS						

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM							
Subcontractor Business Name Manhole Adjusting Inc.							
Subcontractor Registration Number with DIR 1000004104							
Contact Person Name John Corcaoran							
Contact Person Title CEO President							
Contact Person Phone Number 323-558-8000							
Contact Person E-mail Address awin@ma-inc.com							
Workers Classifications							
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
X	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		SOUND /COMM		SURVEYORS		TEAMSTER
	TILE WORKERS						

Subcontractor Business Name Superior Pavement Markings							
Subcontractor Registration Number with DIR 1000001476							
Contact Person Name Rebecca Parra							
Contact Person Title Estimator							
Contact Person Phone Number 951-845-2799							
Contact Person E-mail Address info@superiorpavementmarkings.com							
Workers Classifications							
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
	LABORERS		MILLWRIGHTS		OPERATING ENG	X	PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		SOUND /COMM		SURVEYORS		TEAMSTER
	TILE WORKERS						

Christensen Brothers
General Engineering Inc.
760-240-5256
P.O. Box 1286 Apple Valley, CA 92307

RECEIVED
CITY CLERK'S OFFICE
2021 OCT 14 P 12:34

Office of the City Clerk
City of El Monte - City Hall East
11333 Valley Blvd
El Monte CA. 91731

Bid Bond Enclosed
for:

Sewer Replacement Nevada Avenue and Badger Street Area, CIP 035 & Pavement Rehabilitation, CIP 038 Projects

Sal Mendez, P.E.
Public Works & Utilities Director

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
Engineering Division
October 7, 2021

ADDENDUM NO. 1

FOR
BIDDING SOLICITATION PACKET
SEWER REPLACEMENT NEVADA AVENUE AND BODGER STREET AREA, CIP 005 AND PAVEMENT REHABILITATION AND IMPROVEMENT, CIP 038 PROJECTS

TO ALL PROSPECTIVE PROPOSERS:

The following addendum is hereby made a part of the BIDDING SOLICITATION PACKETFOR ***SEWER REPLACEMENT NEVADA AVENUE AND BODGER STREET AREA, CIP 005 AND PAVEMENT REHABILITATION AND IMPROVEMENT, CIP 038 PROJECTS***, as fully and completely as if the same were set forth therein. This Addendum No. 1 includes Pages 1 and 2.

Answers to Bidder's Questions as follows:

Question 1: *"We understand this project is a Rebid. Can we be informed as to why the previous Bids were rejected. We would also ask what cahges have been made to the scope of the work since it was put out to bid earlier this year."*
Answer 1: *Staff determined that prior bid proposals were non-responsive. Changes to the Scope of Work are incorporated into the published plans and specifications.*

Question 2: *"Can we please get a copy of the CWA dated 3.19.2013"*
Answer 2: *The 2013 CWA are contained within the 2018 First Amendment to the CWA located here:*
http://www.ci.el-monte.ca.us/DocumentCenter/View/3309/First-Amend-Continuity-of-Work-LA-OC-18PW04027?bidId

Question 3: *"Will bids results from the prior bid be available to view?"*
Answer 3: *Bid Results are a matter of Public Record.*

Any and all notifications or Addendums must be acknowledged via signature by the Proposer and made part of and incorporated as part of the Proposal.

Please sign the acknowledgment below and include it as part of your Proposal.

Sincerely,

Luanne Bean, PE
Project Manager | City of El Monte

CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT
Engineering Division
October 7, 2021

Sal Mendez, P.E.
Public Works & Utilities Director

ADDENDA ACKNOWLEDGMENT

SEWER REPLACEMENT NEVADA AVENUE AND BODGER STREET AREA, CIP 005 AND PAVEMENT REHABILITATION AND IMPROVEMENT, CIP 038 PROJECTS

Proposer shall signify receipt of all addenda (if any) here:

Addendum No. 1

Respectfully submitted,

Christensen Brothers General Engineering, Inc.
Company Name

Christensen Brothers General Engineering, Inc.
Proposer's Legal Name

-Leona Christensen
Proposer's Legal Signature

Corporate Secretary
Title

21834 Bear Valley Rd Apple Valley CA 92308
Street Address

760-240-5236
Telephone Number

10/14/21
Date

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

ATTACHMENT 2

NEVADA AVENUE AND BODGER STREET AREA, CIP 005, AND PAVEMENT REHABILITATION AND IMPROVEMENT, CIP 038

PROJECT BUDGET

Project Activity	Previously Awarded	Requested	Total
Project Management, Design, Construction Engineering	$ 903,882	$ -	**$ 903,882**
Construction Contract	$ -	$ 10,565,249	**$ 10,565,249**
15% Construction Contract Contingency	$ -	$ 1,584,786	**$ 1,584,786**
TOTAL PROJECT BUDGET	**$ 903,882**	**$ 12,150,035**	**$ 13,053,917**

Funding Category	Previously Budgeted	TOTAL
Sewer Fund	$ 8,862,700	$ 8,862,700
Sewer Impact Fees Fund	$ 500,000	$ 500,000
Measure M	$ 1,200,000	$ 1,200,000
Road Maintenance & Rehabilitation	$ 2,500,000	$ 2,500,000
TOTAL PROJECT FUNDING BUDGET		**$ 13,062,700**

Funding Allocation for Construction Contract	Total
Sewer Fund (650-67-005-8221)	$ 8,104,029
Sewer Impact Fees Fund (277-67-005-8221)	$ 500,000
Measure M (225-67-038-8221)	$ 1,054,789
Road Maintenance & Rehabilitation (223-67-038-8221)	$ 2,500,000
TOTAL CONSTRUCTION FUNDING BUDGET	**$ 12,158,819**

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

ATTACHMENT 3

Draft Construction Contract

2021

CONSTRUCTION CONTRACT

(Name of Construction Contractor: CHRISTENSEN BROTHERS GENERAL ENGINEERING, INC.)

(Name of Project: SEWER REPLACEMENT NEVADA AVENUE AND BODGER STREET AREA, CIP 005, AND PAVEMENT REHABILITATION AND IMPROVEMENT, CIP 038)

THIS CONSTRUCTION CONTRACT (hereinafter, "Contract") is made and entered into this 14th day of December 2021 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and CHRISTENSEN BROTHERS GENERAL ENGINEERING, INC. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires construction services for Construction Contractor: CHRISTENSEN BROTHERS GENERAL ENGINEERING, INC.) (Name of Project: SEWER REPLACEMENT NEVADA AVENUE AND BODGER STREET AREA, CIP 005, AND PAVEMENT REHABILITATION AND IMPROVEMENT, CIP 038 (hereinafter, the "Project"); and

WHEREAS, CITY issued notice inviting competitive bids for the Project on September 13, 2021; and

WHEREAS, following the opening of bids on October 14, 2021, CONTRACTOR was determined to be the lowest responsive and responsible bidder for the Project; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of December 14, 2021 under Agenda Item No. [INSERT AGENDA ITEM NO].

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

I.
THE CONTRACT DOCUMENTS

1.1 The complete Contract consists of the following documents ("Contract Documents")

which are incorporated in this Contract by their reference:

a) Invitation to Bid entitled "SEWER REPLACEMENT NEVADA AVENUE AND BODGER STREET AREA, CIP 005, AND PAVEMENT REHABILITATION AND IMPROVEMENT, CIP 038" dated, September 13, 2021, (hereinafter, the "Bid Solicitation Packet");
b) CONTRACTOR's submitted Bid Proposal, dated October 14, 2021, which is attached hereto as **Exhibit "A"**;
c) CONTRACTOR's submitted Bid Schedule which is attached and incorporated hereto as **Exhibit "B"**;
d) CONTRACTOR's submitted Designation of Subcontractors, dated October 14, 2021, which is attached and incorporated hereto as **Exhibit "C"**;
e) This Contract (Contract No. [INSERT CONTRACT NO.]);
f) CONTRACTOR's Bid Security dated October 14 12, 2021, which is attached hereto as **Exhibit "D"**;
g) CONTRACTOR's Payment Bond No. [INSERT BOND NO.], dated [INSERT DATE OF PAYMENT BOND], a true and correct copy of which is attached hereto as **Exhibit "E"**;
h) CONTRACTOR's Performance Bond No. [INSERT BOND NO.], dated [INSERT DATE OF PERFORMANCE BOND], a true and correct copy of which is attached hereto as **Exhibit "F"**;
i) That certain Continuity of Work Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions as amended by way of that certain 2018 First Amendment to Continuity of Work Agreement, Contract No. 18PW04027, dated April 24, 2018 (hereinafter, the "PLA"). A true and correct copy of the PLA is attached and incorporated hereto as **Exhibit "G"**
j) CONTRACTOR's submitted Non-Collusion Declaration, dated October 14, 2021, which is attached and incorporated hereto as **Exhibit "H"**;
k) CONTRACTOR's Certification Regarding Worker's Compensation, which is attached and incorporated hereto as **Exhibit "I"**;
l) Contract Drawings;
m) Technical Specifications of the Bid Solicitation Packet;
n) Supplementary and Special Conditions to the Bid Solicitation Packet, if any;
o) All documents made a part of this Contract under the terms of the Bid Solicitation Packet; and
p) All Change Orders approved by CITY.

II.
WORK TO BE PERFORMED

2.1 The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, ACTIVE TRANSPORTATION FOR EL MONTE STATION AND DOWNTOWN EL MONTE PROJECT, CIP NO. 890, as called for, and in the manner designated in, and in strict conformity with the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor,

transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives. The CITY hereby designates as its representative for the purpose of this Contract the following named person: The Director of Public Works and Utilities.

III.
CONTRACT PRICE

3.1 The CITY agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the work, above agreed to be done, the sum of Ten Million Five Hundred Sixty-Five Thousand Two Hundred Forty-Eight Dollars and Fifty-One Cents **($10,565,248.51)** for the Project (hereinafter, the "Bid Price").

IV.
COMPLETION DATE

4.1 The Project shall be commenced on the date specified in the Notice to Proceed. The total project shall be completed Two-hundred twenty (220) working days after the date of the Notice to Proceed. The terms "workday" or "working day" mean any day of the week excluding Saturday, Sunday or any federal holiday.

V.
NOTICE AND SERVICE THEREOF

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

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

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

With a copy to:
CHRISTENSEN BROTHERS GENERAL ENGINEERING, INC.
Attn: Leona Christensen
21834 Bear Valley Road
Apple Valley CA 92308

(b) If the notice is given to the CONTRACTOR, by personal delivery thereof to said

CONTRACTOR or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CONTRACTOR at:

CHRISTENSEN BROTHERS GENERAL ENGINEERING, INC.
Attn: Leona Christensen
21834 Bear Valley Road
Apple Valley CA 92308

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

VI.
LIQUIDATED DAMAGES

6.1 Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of Two Thousand Dollars ($2,000) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.

VII.
PREVAILING WAGE

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

VIII.
CONTRACTOR REGISTRATION

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

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE

By:_____
Alma K. Martinez
City Manager

Date:_____

CHRISTENSEN BROTHERS GENERAL ENGINEEIRNG, INC.

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

PERFORMANCE BOND

The CITY OF EL MONTE , hereinafter "City," entered into a Contract dated _____ _____, 20___ with _____ hereinafter Contractor," for the work described as follows:

SEWER REPLACEMENT NEVADA AVENUE AND BODGER STREET AREA, CIP 005, AND PAVEMENT REHABILITATION AND IMPROVEMENT, CIP 038

WHEREAS, said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract; and

WHEREAS, the Contract is by reference made a part hereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____ [corporate surety]_____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of [WRITTEN NUMBER] [(NUMBER)], lawful money of the United States, said sum being not less than one hundred percent (100%) of the total Contract amount, for the payment of which sum be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above-bounded Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and perform the covenants, conditions, and agreements in said Contract and any alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of said work, during which time if the above-bounded Contractor, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the City from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change,

extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ _____ day of _____, 20___.

_____
(Contractor as Principal)

(Seal) By _____

(Seal) By _____

NOTE: If Contractor is a Partnership, all parties must execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

PAYMENT BOND

The CITY OF EL MONTE, hereinafter "City," has awarded to _____, hereinafter "Contractor," a Contract for the work described as follows:

SEWER REPLACEMENT NEVADA AVENUE AND BODGER STREET AREA, CIP 005, AND PAVEMENT REHABILITATION AND IMPROVEMENT, CIP 038

WHEREAS, the Contractor is required by the Contract and by the provisions of Third Division, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

NOW, THEREFORE, we, _____ , the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ in the sum of [WRITTEN NUMBER] [(NUMBER)], said sum being not less than one hundred (100) percent of the total Contract amount payable by the City, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, its heirs, executors, administrators, successors, and assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 9100, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor thereon of any kind, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in the Contract; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees to the prevailing party to be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

It is further stipulated that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above,

nor by any rescission or attempted rescission of the Contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the City and original contractor or on the party of the obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Sections 8400 and 8402 of the California Civil Code and has not been paid the full amount of its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____ , 20___.

_____
(Contractor as Principal)

(Seal) By _____

(Seal) By _____

NOTE: If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

TO: Salvador Mendez, Public Works Director
City of El Monte
Public Works Department
El Monte City Hall – West, 2nd Floor
El Monte, CA 91731

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

_____
(Contractor)

By _____

_____

_____
(Business Address)

_____

_____

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance
Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's elected and appointed officials, officers, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions
The automobile liability and general liability policies are to contain, or be endorsed to contain, the following provisions:

1. City and City's elected and appointed officials, officers, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects City and City's elected and appointed officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by City and City's elected and appointed officials, officers, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by the clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City.

Acceptability for Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those forms or policies are approved by the City and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors
Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

GENERAL LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF EL MONTE (the "Entity)

ENDORSEMENT NO:	ISSUE DATE:

PRODUCER

Telephone

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period : (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits
☐ Deductible ☐ Self-Insured Retention (check which) of $_____
with an Aggregate of $ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here ☐ in which case only the following specific agreements and permits with the Entity are covered:
ENTITY AGREEMENTS/PERMITS:

TYPE OF INSURANCE

☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMIT IN THOUSANDS EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		

CLAIMS: Underwriter's representative for claims pursuant to this insurance
Name: _____
Address _____
_____
Telephone ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as additional insured with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured for or on behalf of the Entity; or (b) products sold by the Named Insured to the Entity; or (c) premises leased by the Named Insured from the Entity, the insurance afforded by this policy shall be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, or materially reduced in coverage or limits excepts after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials employees or volunteers.
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
   (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
   (2) If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731
Attn: _____

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____
I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.
Signature _____
(ORIGINAL SIGNATURE REQUIRED)
Telephone: ( ) Date Signed

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF EL MONTE (the "Entity")

ENDORSEMENT NO:	ISSUE DATE:

PRODUCER

Telephone

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period : (from) (to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $_____ with an Aggregate of $ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here ☐ in which case only the following specific agreements and permits with the Entity are covered:
ENTITY AGREEMENTS/PERMITS:

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____
per accident, for bodily injury and property damage

CLAIMS: Underwriter's representative for claims pursuant to this insurance

Name: _____

Address: _____

Telephone _____
( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as additional insured with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
3. PROVISION REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials, employees or volunteers.
4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
   (1) If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY

City of El Monte
11333 Valley Boulevard
El Monte, CA 91731
Attn: _____

AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(ORIGINAL SIGNATURE REQUIRED)

Telephone: ( ) Date Signed

WORKERS COMPENSATION AND EMPLOYERS LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF EL MONTE (the "Entity")

ENDORSEMENT NO:	ISSUE DATE:

PRODUCER	POLICY INFORMATION:
Telephone	Insurance Company: Policy No.: Policy Period : (from) (to)
NAMED INSURED	OTHER PROVISIONS
CLAIMS: Underwriter's representative for claims pursuant to this insurance Name: _____ Address: _____ Telephone(_____) _____	EMPLOYERS LIABILITY LIMITS $ _____ (Each Accident) $ _____ (Disease -Policy Limit) $ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. This insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY	AUTHORIZED
City of El Monte 11333 Valley Boulevard El Monte, CA 91731 Attn: _____	REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (ORIGINAL SIGNATURE REQUIRED) Telephone: ( ) _____ Date Signed _____

CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE
FOR THE CITY OF EL MONTE (the "Entity")

ISSUE DATE (MM/DD/YY)

PRODUCER

INSURED

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

		COMPANIES	BEST'S RATING
COMPANY LETTER	A		
COMPANY LETTER	B		
COMPANY LETTER	C		
COMPANY LETTER	D		
COMPANY LETTER	E		

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 TO MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LET	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY [ ] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [ ] OCCUR [ ] OWNER'S & CONTRACTOR'S PROT. [ ] OTHER _____				GENERAL AGGREGATE	$
					PRODUCTS-COMP/OPS AGGREGATE	$
					PERSONAL & ADVERTISING INJURY	$
					EACH OCCURRENCE	$
					FIRE DAMAGE (any one fire)	$
					MEDICAL EXPENSE (Any on person)	$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] GARAGE LIABILITY				COMBINED SINGLE LIMIT	$
					BODILY INJURY (PER PERSON)	$
					BODILY INJURY (PER ACCIDENT)	$
					PROPERTY DAMAGE	$
	EXCESS LIABILITY [ ] UMBRELLA [ ] OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
	[ ] WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				[ ] STATUTORY	$
					EACH ACCIDENT	$
					DISEASE - POLICY LIMIT	$
					DISEASE - EACH EMPLOYEE	$
	PROPERTY INSURANCE [ ] COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
PARKSIDE PEDESTRIAN ROUTE IMPROVEMENTS – PHASE 2

THE FOLLOWING PROVISIONS APPLY:

1. None of the above-described policies will be canceled until 30 days' written notice has been given to the Entity at the address indicated below.
2. The Entity, its officials, officers, employees and volunteers are added as insured on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the Entity will apply in excess of and not contribute with, the insurance described above.
4. The Entity is named as loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the Entity.
6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the Entity for injuries to employees of the insured resulting from work for the Entity or use of the Entity's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED

(ENTITY)
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731
Attn: _____

AUTHORIZED REPRESENTATIVE

SIGNATURE _____

TITLE _____

PHONE NO. _____

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

Insurer:
Policy No.:
Endorsement:

ADDITIONAL INSURED

OWNERS, LESSEES OR CONTRACTORS (FORM B)

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, and volunteers.

2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.

_____
Signature-Authorized Representative

_____
Address

_____

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 6, 2021

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT, INC. FOR THE EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENT PROJECT, CIP 016, FOR A NOT-TO-EXCEED AMOUNT OF $1,031,578

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve an award a construction contract to All American Asphalt, Inc. for the El Monte Regional Bicycle Commuter Access Improvement Project, CIP 016, (the "Project") for a not-to-exceed amount of $ 1,031,577;

2. Consider and approve the total appropriation of a not-to-exceed amount of $1,031,578; which includes the contract amount of $897,024.16 plus an approximate fifteen percent (15%) contingency of $134,553.62; and

3. Authorize the City Manager, or her designee, to execute a construction contract with All American Asphalt, Inc.

BACKGROUND

On October 5, 2021, the City Council authorized the construction bid advertisement of the El Monte Regional Bicycle Commuter Access Improvement Project, CIP 016 (the "Project"). It is the goal of the Project to improve safety for all roadway users; improve conditions for non-motorized modes of travel thereby promoting pedestrian, bicycle, and transit use; improve neighborhood connectivity and livability; and improve the comfort of non-motorized users by making the corridor safer for active transportation modes given the high auto and bus traffic volume; and to help reduce the negative effects of motor vehicles on the environment.

The Project consists of installation of Class II Bike Lanes and Class III Bike Routes, rehabilitation of the roadway pavement as necessary on street segments where these bicycle facilities will be implemented, ADA improvements, stenciling appropriate bicycle pavement markings, designating dedicated bicycle paths where appropriate and installing signage to compliment the striping.

The locations of the Class II Bike Lanes included in the Regional Access Improvement Project are: Tyler Avenue between Garvey Avenue and Klingerman Street; Merced Avenue between Fern Street and Towneway Drive; and Durfee Avenue between Valley Boulevard and Ramona Boulevard. The locations of the Class III Bike Routes include: Towneway Drive between Merced Avenue and Brockway Street; and Brockway Street between Towneway Avenue and Fletcher Park/Rio Hondo Bike Trail access ramp.

The City Engineer's estimate for the Project is One Million Four Hundred Eighty Thousand Dollars ($1,480,000).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 4, 2021, the City published the Notice of Inviting Bids on the City's website and PlanetBids. On November 10th, 11th, and 17th, 2021, the City held three (3) mandatory pre-bid meetings, and three (3) bidders attended. On December 2, 2021 at 2:00 pm, staff opened and reviewed the bids and identified the responsible contractor that submitted the lowest responsive bid within the Engineer's estimate.

Therefore, please consider that on December 2, 2021 at 2:00 PM, the City received two (2) sealed bids from two (2) of the three (3) bidders who attended one (1) of the mandatory pre-bid meetings. The order of ranked commences from the lowest responsive bid:

1.	All American Asphalt, Inc.	$ 897,024.16
2.	Palp Inc., dba EXCEL Paving, Inc.	$1,389,831.00

All American Asphalt, Inc. has completed similar projects for several Southern California local agencies with several current projects and completed projects for the City of El Monte.

It is staff's recommendation to award the Construction Contract to All American Asphalt, Inc. for a not-to-exceed amount of $1,031,578; which includes the contract amount of $897,024.16 plus an approximate fifteen percent (15%) contingency of $134,553.62.

Upon City Council approval of the recommended actions, staff will coordinate with All American Asphalt, Inc. to ensure the Project is completed within the prescribed budget and schedule as depicted in the standard specifications.

The Project is anticipated to begin in January 2022 and be completed by June 2022.

FISCAL IMPACT/FINANCING

The Project is budgeted under the Capital Improvement Program FY 2021-2022 for $1,031,577 (see the table below for the fund distribution).

Funding Allocation for Construction Contract	Amount
Measure R (212-67-016-8221)	$369,789.00
Los Angeles County Metro Grant (217-67-016-8221)	$661,788.00
TOTAL CONSTRUCTION FUNDING BUDGET	**$1,031,577.00**

The estimated Project expenses and funding sources are shown on the detailed Project Budget Summary (Attachment 2).

Staff requests that $897,024.16 plus a fifteen percent (15%) contingency for a total of $1,031,578.00 be allocated for construction as follows: $661,788.00 from Account No. 217-67-016-8221 and $369,789.00 from Account No. 212-67-016-8221. The fifteen percent (15%) contingency will be utilized only by the approval of the City Manager, or her designee, for unforeseen expenditures.

CONCLUSION

Staff recommends that the City Council approve a Construction Contract with All American Asphalt, Inc. for the El Monte Regional Bicycle Commuter Access Improvements, CIP 016 Projects, for a contract amount of $897,024.16 plus a fifteen percent (15%) contingency of $134,553.67 for a total not-to-exceed amount of $1,031,577; and authorize the City Manager, or her designee, to execute the contract.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

Attachment 1: Project Location Map
Attachment 2: Project Budget Summary
Attachment 3: Bid Proposal from All American Asphalt, Inc.
Attachment 4: Draft Construction Contract

DATE: December 14 , 2021,
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

ATTACHMENT 2

EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENT PROJECT, CIP 016

PROJECT BUDGET

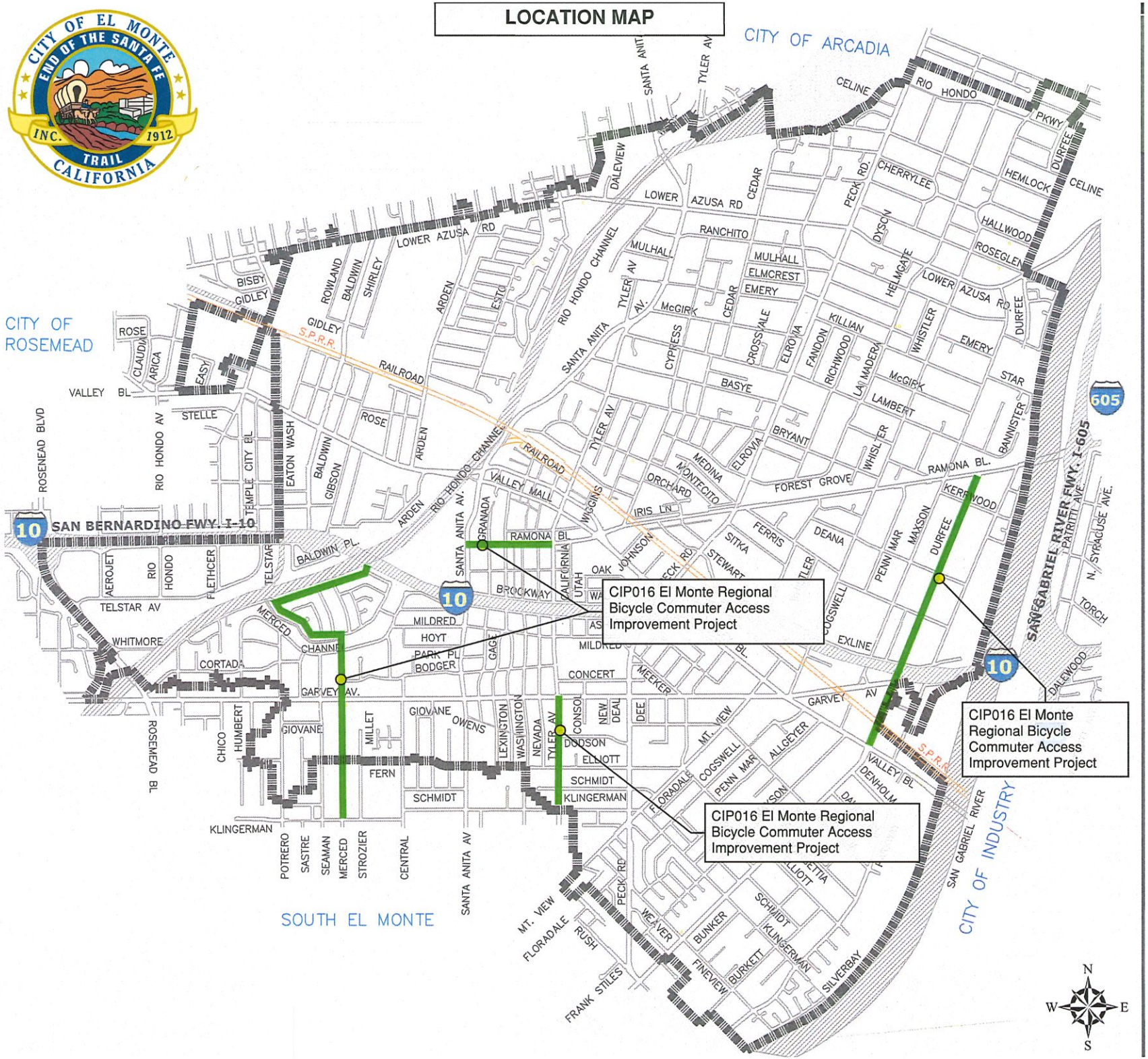
Project Activity	Previously Awarded	Requested	Total
Project Management, Design, & Construction Engineering	$423,729.00	$ -	**$ 423,729.00**
Construction Contract	$0.00	$ 897,024.16	**$ 897,024.16**
15% Construction Contract Contingency	$0.00	$ 134,552.84	**$ 134,552.84**
TOTAL PROJECT BUDGET EXPENSES	**$423,729.00**	**$ 1,031,577.00**	**$ 1,455,306.00**

Funding Category	Previously Budgeted
MTA Grant Funds	$ 986,892
Measure R (Local) Funds	$ 500,000
TOTAL PROJECT FUNDING BUDGET	**$ 1,486,892**

Funding Allocation for Construction Contract	Total
MTA Grant Funds (217-67-016-8221)	$ 661,788
Measure R (212-67-016-8221)	$ 369,789
TOTAL CONSTRUCTION FUNDING BUDGET	**$ 1,031,577**

Note: Requires Local Match of 30.3% Plus Overruns to Project Max of Remaining Budget of $661,788 out of the total funds of $881,655 from FY21-22 Budget.

LOCATION MAP



BIDDER'S CHECKLIST
MUST BE TURNED IN WITH BID

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

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

Initial: _____ Date: 12-1-2021

b) **PROPOSAL SIGNATURE SHEET**
To be filled in and signed by the Bidder. Failure to sign the Bid Schedule may result in a non-qualified bid.

Initial: _____ Date: 12-1-2021

2. **BID SECURITY ACCOMPANYING BID**
The bid bond is to be executed by the Bidder and the surety company unless bid is accompanied by cash or certified check. The amount of this bond shall be not less than ten percent (10%) of the total amount bid and may be shown in dollars or on a percentage basis. The original bid security shall be submitted to the City Clerk prior to the bid due date and time. Proof of delivery that is date/time stamped and signed for by the City Clerk from other couriers other than Certified Mail will be accepted. A copy of the proof of delivery shall be submitted with the bid package by the bid due date.

Initial: _____ Date: 12-1-2021

3. **NON-COLLUSION DECLARATION**
A Non-Collusion Declaration must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: 12-1-2021

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

Initial: _____ Date: 12-1-2021

BIDDER'S CHECKLIST - CONTINUED

5. **DESIGNATION OF SUBCONTRACTORS**

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

Initial: _____ Date: 12-1-2021

6. **INSURANCE**

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

Initial: _____ Date: 12-1-2021

7. **SITE VISIT**

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

Initial: _____ Date: 12-1-2021

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

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

Initial: _____ Date: 12-1-2021

9. **PERFORMANCE AND PAYMENT BONDS**

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

Initial: _____ Date: 12-1-2021

10. **WORK SCHEDULE**

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

Initial: _____ Date: 12-1-2021

11. **ADDENDA**

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

Initial: _____ Date: 12-1-2021

BIDDER'S CHECKLIST - CONTINUED

12. **WORKERS COMPENSATION**

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

Initial: _____ Date: 12-1-2021

BID PROPOSAL

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

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

The undersigned Bidder hereby proposes to furnish and deliver all necessary labor, tools, equipment, and other means of construction to perform the work required for the completion of the project entitled **Traffic Calming Plan with Class IV Bike Lanes for Merced Avenue from Fern Street to Towneway Drive; and Class III Bike Route for Towneway Drive to Rio Hondo Bike Path, CIP 003 and El Monte Regional Bicycle Commuter Access Improvements, CIP 016 Projects** in accordance with the intent of all plans, specifications, and addenda issued by the City of El Monte, Public Works Department prior to the opening of the bid proposals.

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

The Bidder further agrees to complete all work required under the Contract within two hundred and twenty (120) working days from the date designated in the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule. The terms "working days" or "work days" means any day of the week, excluding Saturday, Sunday and any federally observed holiday.

The Bidder acknowledges that it understands that a waiting period from time of bid opening until award may be sixty (60) calendar days during which time Bidder may not withdraw its bid. The Bidder further acknowledges that it has adjusted its bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

The undersigned has completed Bid Schedule A and provided a total Base Bid Amount in figures and words for Bid Schedule A. Bid Schedule A represents Bid Items that are common to project Traffic Calming Plan with Class IV Bike Lanes for Merced Avenue from Fern Street to Towneway Drive; and Class III Bike Route for Towneway Drive to Rio Hondo Bike Path, CIP 003 and El Monte Regional Bicycle Commuter Access Improvements, CIP 016 Projects.

Company Name: All American Asphalt

Bidder's Name (Printed): Edward J. Carlson

Bidder's Title: Vice President

Bidder's Signature: 

Date: 12-1-2021

Address: PO Box 2229
Corona, CA 92878

Phone Number: 951-736-7600

Contractor's License Number: #267073

Classification: A, C-12

Expiration Date: 1-31-2022

BID SCHEDULE REVISED

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

BID SCHEDULE A: Traffic Calming Plan with Class IV Bike Lanes for Merced Avenue from Fern Street to Towneway Drive; and Class III Bike Route for Towneway Drive to Rio Hondo Bike Path, CIP 003 and El Monte Regional Bicycle Commuter Access Improvements, CIP 016 Projects

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE IN FIGURES		BID ITEM TOTAL (IN FIGURES)
1	1	LS	Mobilization, Demobilization, Builders Risk Insurance & Cleanup (NTE 6%)	$ 50,000	LS	$ 50,000
2	1	LS	Temporary Erosion Control / SWPPP	$ 5,000	LS	$ 5,000
3	1	LS	Preconstruction Videos and Photographs	$ 1,650	LS	$ 1,650
4	1	LS	Monument Preservation, Restoration and Survey	$ 4,000	LS	$ 4,000
5	1	LS	Soil Compaction / Asphalt Materials Testing / Concrete Testing	$ 15,000	LS	$ 15,000
6	1	LS	Construction Survey and Staking	$ 4,000	LS	$ 4,000
7	1	LS	Traffic Control – Caltrans	$ 15,000	LS	$ 15,000
8	1	LS	Traffic Control – Non Caltrans	$ 90,000	LS	$ 90,000
9	1	LS	Unclassified Excavation	$ 35,000	LS	$ 35,000
10	16,654	SY	Asphalt-Rubber Aggregate Membrane (ARAM) Slurry Seal (*Towneway Dr/ Brockway St)*	$ 2.65	SY	$ 44,133.10
11	36,417	SY	Asphalt-Rubber Aggregate Membrane (ARAM) Slurry Seal (*Durfee Avenue)*	$ 2.65	SY	$ 96,505.05
12	125,921	SF	Cold Mill 3.5-Inch Asphalt Concrete Uniform Depth *(Tyler Avenue)*	$ 0.31	SF	$ 39,035.51
13	582	SF	Cold Mill 2-Inch Asphalt Concrete Uniform Depth *(Durfee Avenue)*	$ 1.75	SF	$ 1,018.50
14	1,574	TON	Construct 2-Inch Asphalt Concrete Overlay (ARHM-GG-C) *(Tyler Avenue)*	$ 91.00	TON	$ 143,234
15	10	TON	Construct 2-Inch Asphalt Concrete Overlay (ARHM-GG-C) *(Durfee Avenue)*	$ 195.00	TON	$ 1,950
16	1,181	TON	Construct 1.5-Inch Asphalt Concrete Pavement (PG 64-10) *(Tyler Avenue)*	$ 78.00	TON	$ 92,118
17	5	TON	Construct 5.5-Inch Asphalt Concrete Pavement (2" PG 64-10, 3.5" B-PG 64-10) *(Tyler Avenue)*	$ 665.00	TON	$ 3,325
18	40	TON	Construct 4-Inch Asphalt Concrete Pavement (2" PG 64-10, 2" B-PG 64-10) *(Durfee Avenue)*	$ 185.00	TON	$ 7,400
19	5	CY	Construct 11-Inch Crushed Aggregate Base *(Tyler Avenue)*	$ 45.00	CY	$ 225.00
20	34	CY	Construct 7-Inch Crushed Aggregate Base *(Durfee Avenue)*	$ 45.00	CY	$ 1,530
21	436	SF	Construct 8-inch PCC Bus Pad over 6" CAB Per SPPWC Std Plan 131-3 *(Tyler Avenue)*	$ 25.00	SF	$ 10,900

22	2	EA	Remove and Replace Inductive Loop Detectors	$ 1,500	LS	$ 3,000
23	1	LS	Install Signing and Striping *(Towneway Dr/ Brockway St)*	$ 25,000	LS	$ 25,000
24	1	LS	Install Signing and Striping *(Tyler Avenue)*	$ 45,000	LS	$ 45,000
25	1	LS	Install Signing and Striping *(Durfee Avenue)*	$ 48,000	LS	$ 48,000
26	1	LS	Install Signing and Striping *(Merced Avenue)*	$ 65,000	LS	$ 65,000
27	1	Allowance	Field Order Allowance	$ 50,000	AL	$ 50,000
TOTAL BID SCHEDULE A IN FIGURES (Bid Item No. 1- 27)						$ 897,024.16
TOTAL BID SCHEDULE A IN WORDS (Bid Item No. 1- 27) Eight Hundred Ninety-Seven thousand Twenty-Four dollars and Sixteen cents						

TOTAL BASE BID AMOUNT IN FIGURES (SCHEDULES A):

$ 897,024.16

TOTAL BASE BID AMOUNT IN WORDS (SCHEDULES A):

$ Eight Hundred Ninety-Seven Thousand Twenty-Four dollars and Sixteen cent

NON-COLLUSION DECLARATION

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

The undersigned declares:

I am the Vice Pres. of All American Asphalt, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12-1-2021 [date], at Corona [City], CA [state].

Bidder's Name (Printed): All American Asphalt

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

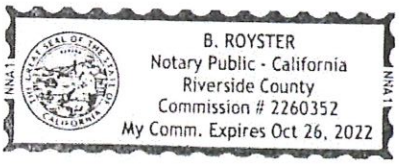
Bidder's Title: Edward J. Carlson, Vice President

2CALIFORNIA JURAT — GOV CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside



Subscribed and sworn to (or affirmed) before me on this 1st (Date) day of December (Month), 2021,

By (1) Edward J. Carlson (Name of Signer),

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

Signature B. Royster (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Declaration

Document Date: 12-1-2021 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER	RIGHT THUMBPRINT OF SIGNER
Top of thumb here	Top of thumb here

EXPERIENCE QUALIFICATIONS

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

The Bidder has been engaged in the contracting business under the present business name for 52 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 52 years.

The Bidder ***shall have*** satisfactorily completed the following:

- At least one (1) prevailing wage public contract in the State of California.
- At least one (1) construction project(s) of similar nature, scope and complexity for public agencies, completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

The Bidder ***shall demonstrate*** by completing the forms on the following pages to provide information on
1) **Current** Construction Contract(s) that is similar in nature, scope and complexity for public agencies with the dollar value of Bidder's portion of each such project more than 50% of the bid [list five projects maximum]; and
2) **Completed** Construction Contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate [list five projects maximum]. Make additional copies of the attached forms as necessary.

The following is a list of plant and equipment owned by the Bidder, which is available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
	SEE ATTACHED LIST		

Bidder's Name (Printed): All American Asphalt

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

Bidder's Title: Edward J. Carlson, Vice President

Date: 12-1-2021

Equipment #	Equipment Description	License Number	Vin
270963	ATTENUATOR TRUCK	XXXXX	C6500
270964	ATTENUATOR TRUCK	XXXX	C6500
270965	ATTENUATOR TRUCK	XXX	C6500
270714	BACKHOE COMBO		DBL00234 / JM04673
270715	BACKHOE COMBO	X	5BL03161
270730	BACKHOE COMBO	XXXXXXX	DBL00604
270745	BACKHOE COMBO 270906		0DBL00421
270872	BACKHOE COMBO 270990	XXXXX	CAT0446DVDBL00609
270746	BACKHOE COMBO 270991	XXXXXX	0DBL00424
270743	BACKHOE COMBO 270992	XXXXXXX	DNL00651
270555	BLADE 140H	XXXXXXX	APM02411
270556	BLADE 140H	XXXXXXX	APM02512
270592	BLADE 140H	XXXXXXX	APM02325
270593	BLADE 140H	XXXXXXX	APM02298
270857	BOBCAT GRINDER 270750	XXXXX	ATF212563
270858	BOBCAT GRINDER 270751	XXXX	CAT0262DADTB02909
270851	BOBCAT GRINDER 270754	XXXXX	A3NV12337
270859	BOBCAT GRINDER 270755	XXXXX	CAT0262DCDTB03023
270849	BOBCAT GRINDER 270756	XXXX	CAT0262CCMST03314
270852	BOBCAT GRINDER 270757	XXXXX	A3NV12632
270853	BOBCAT LOADER	XXX	A3L136117
270059	BOBTAIL	4G91325	1GBM7HIM3MJ107917
270442	BOBTAIL		1XP9LN9X1BP143172
270958	BOBTAIL	8W69511	1GDJ6C13X6F427992
270752	BOBTAIL COMBO	6H32816	2NPNHD7X21M560639
270086	BOBTAIL MANHOLE	7B49047	2NPNHD7X53M808272
270087	BOBTAIL MANHOLE	7B49046	2NPNHD7X73M808502
270758	BOBTAIL MANHOLE	6U00354	3BPNHD7XXWF452069
270759	BOBTAIL MANHOLE	6U00353	3BPNHD7X6WF452070
270773	BOBTAIL SAND SLINGER	8H65405	2NPNHD7X02M578719
270777	BOBTAIL SAND SLINGER	8H65404	2NPNHD7X12M578728
270779	BOBTAIL SAND SLINGER	8H65407	2NPNHD7X12M578731
270000	CMI PROFILER	XXXX	54801
270078	CONCRETE PIN TRUCK	6V43560	1FDAF56F42EA73269
270882	CRACK SEAL TRUCK	8Y61999	4GTJ7C1312J700311
270843	CRANE	XXXXX	14869
270381	CREW ROCK PLANT	8S91695	1GBKC34J8VJ106156
270043	CREW TRUCK	5R30068	1GBJC34FXVF039800
270476	CREW TRUCK	8L04399	1GBKC34J2XF089697
273018	CREW TRUCK PW CURE	56883F1	1FDUF4GY7CEB42402
270445	CREW TRUCK C-3500	4L14998	1GBHR34N4JJ130251
270446	CREW TRUCK C-3500	5U65588	1988
270482	CREW TRUCK C-3500	3V20373	1GDHR34N2JJ518196
270305	CREW TRUCK C-3500 HD	6K72275	1GBKC34J4YF509557
270769	CREW TRUCK CONCETE	5J32387	1NPGL99X2VD432768
270038	CREW TRUCK CONCRETE	6W69106	1FDAF56F01ED16901
270039	CREW TRUCK CONCRETE	8H08491	1FDAF5621ED16902
270077	CREW TRUCK CONCRETE	8D35840	1FDAF56F22EA73268
270286	CREW TRUCK CONCRETE	7X19942	1FDAF56P34ED93565
270471	CREW TRUCK CONCRETE	7L77519	AFDAF56F63EB27673

Equipment #	Equipment Description	License Number	Vin
270761	CREW TRUCK CONCRETE	7F25979	2NPNHD7X44M819670
270775	CREW TRUCK CONCRETE	8H65408	2NPNHD7X42M578724
270776	CREW TRUCK CONCRETE	8H65410	2NPNHD7X62M578725
273001	CREW TRUCK CONCRETE	58777T1	3FRWF65P28V653453
273002	CREW TRUCK CONCRETE	49589X1	3FRNF6FC2FV605374
273019	CREW TRUCK CONCRETE	18749B2	2NP2HM7X4EM243700
273020	CREW TRUCK CONCRETE	79580C2	2NP2HM7X8EM243702
273021	CREW TRUCK CONCRETE	79581C2	2NP2HM7XXEM243703
273022	CREW TRUCK CONCRETE	79582C2	2NP2HM7X1EM243704
273023	CREW TRUCK CONCRETE	79583C2	2NP2HM7X3EM243705
273024	CREW TRUCK CONCRETE	79584C2	2NP2HM7X5EM243706
270762	CREW TRUCK CONCRETE MIXER	8Y61814	2NPNHD7X34M822320
270315	CREW TRUCK F350	4JAM590	1FDKE37M3NHB32162
270003	CREW TRUCK GRADE	6N90506	1FDAF56F71EB65166
270037	CREW TRUCK GRADE	6P92393	1FDAF56F91ED16900
270048	CREW TRUCK GRADE	6W74869	1FDAF56F62EC50758
270302	CREW TRUCK GRADE	7S80679	1FDAF56F13EA66149
270319	CREW TRUCK GRADE	7B35487	1FDAF56F23EA66158
270333	CREW TRUCK GRADE	7J00401	1FDAF56P94EA27058
270444	CREW TRUCK GRADE	7B22522	1FDAF56F23EA32964
273014	CREW TRUCK GRADE	8.51E+06	1FDXF46Y08EA26710
270002	CREW TRUCK GRINDING	6N90505	1FDAF56F51EB65165
270035	CREW TRUCK GRINDING	6L07128	1FDAF56F61EC24689
270308	CREW TRUCK GRINDING	7L69060	1GDKC34J0YF440163
270436	CREW TRUCK GRINDING	7L61679	1FDAF56PX4EA86376
270620	CREW TRUCK GRINDING	8F68368	1FDAF56P17EA36843
270638	CREW TRUCK GRINDING	7Z92936	1FDAF56P26ED43355
270668	CREW TRUCK GRINDING	8L61507	1FDAF56P25EA08689
270692	CREW TRUCK GRINDING	7Z33079	1FDAF56P95ED35672
270698	CREW TRUCK GRINDING	7Z92934	1FDAF56P56EC46246
270786	CREW TRUCK GRINDING	8S38390	1FDAF56R88EB70526
270787	CREW TRUCK GRINDING	8S38389	1FDAF56R88ED43008
270956	CREW TRUCK GRINDING	8B60449	1FDXF46P06EA98382
273005	CREW TRUCK GRINDING	XX	1FDUF5GTXGEB54382
273006	CREW TRUCK GRINDING	XXXX	1FDUF5GY7CEB10247
273008	CREW TRUCK GRINDING	64802B2	1FDXF46Y17EA73873
273010	CREW TRUCK GRINDING	24087D2	1FDUF5GT9GED27924
273011	CREW TRUCK GRINDING	1.42E+04	1FDUF5GT3GEC44523
273015	CREW TRUCK GRINDING	42048F2	1FDUF5GT8GED30149
273017	CREW TRUCK GRINDING	45533V1	1FDUF5GT9HEB85835
270955	CREW TRUCK MANHOLE	84340R1	1FD4F46YX8EC32488
270960	CREW TRUCK PATCH	58730T1	1HTMPAFL83H566193
270041	CREW TRUCK PAVING	7L63125	1FDAF56P84EA86375
270178	CREW TRUCK PAVING	8K19731	1FDAF56P47EA65740
270183	CREW TRUCK PAVING	8L29632	1FDAF56P07EA87170
270384	CREW TRUCK PAVING	8Y61276	1FDAF56P74EA27060
270636	CREW TRUCK PAVING	58735T1	1FDAF56P06ED43354
270637	CREW TRUCK PAVING	8B46570	1FDAF56P96ED43353
273004	CREW TRUCK PAVING	XXXX	1FDUF5GT3GEB06156
273009	CREW TRUCK PAVING	10888C2	1FDUF5GT0GED27925

Equipment #	Equipment Description	License Number	Vin
273012	CREW TRUCK PAVING	22252F2	1FDUF5GTXGED30153
273013	CREW TRUCK PAVING	22568F2	1FDUF5GT0HEB85836
270172	CREW TRUCK PAVING 271200	8J54117	1FDAF56P87EA65739
270621	CREW TRUCK PAVING 271229	8F68367	1FDAF56PX7EA36842
270306	CREW TRUCK PETROMAT	7B35489	1FDAF56F53EA66154
270307	CREW TRUCK PETROMAT	7B35488	1FDAF56F93EA66156
270349	CREW TRUCK PETROMAT	7D47067	1FDAF56F03EA66157
270431	CREW TRUCK PETROMAT	7D47066	1FDAF56F83EB27674
273025	CREW TRUCK PETROMAT	XXXX	1FDUF5GTXHED09563
270437	CREW TRUCK PW CURE	8P88302	1GBKC34J8YF422244
270687	CREW TRUCK PW CURE	5Z38966	1GBKC34JXXF030462
273007	CREW TRUCK PW CURE	36019Y1	1FDAF56Y45EB79727
270311	CREW TRUCK SERVICE	85814H1	1GBKC34J8YF432241
270651	CREW TRUCK SLURRY CONE	8P88578	1FDAF56P75EA02192
270962	CREW TRUCK SLURRY CONE	27878T1	1FDAF56P17EA65713
270073	CREW TRUCK SOAP	6V49514	1FDAF56F02EA73270
270285	CREW TRUCK SOAP	7N63860	1FDAF56P14ED93564
270348	CREW TRUCK SOAP	8F79698	1GBKC34J8XF000604
273016	CREW TRUCK SOAP	7H65764	F-350
270492	CREW WELDING TRUCK	7J00404	1GBKC34J6XF086513
271708	CURB MACHINE	XXXX	COMMANDER III
270707	CURB MACHINE GT6300		900100-666
270790	GRINDER RX700	XXXXX	RX700-3X165
270792	GRINDER RX700	XXXXXX	RX700-3-171
270793	GRINDER RX700	XXXX	RX-700-3-210
270791	GRINDER RX700-3(SALVAGE)	XXXX	RX700-3X167
270973	GRINDER RX700E-3	XXXXX	RX700E-3X2-2008
270975	GRINDER RX700E-3	XXXX	BDN02459
270976	GRINDER RX700E-3	XXXX	RX700-3-225
270901	GRINDER RX900-3	XXXXX	RX900-3X271
270900	GRINDER RX900-3 (SALVAGE)	XXXXXX	CH900-86-158
270974	GRINDER W120CFI	XXX	1810.0207
270728	LOADER IT14 SLURRY		1WN01166 / JM04931
270919	MANHOLE FLATBED TRUCK	7L16884	1FVACWDCX5HU51825
270920	MANHOLE FLATBED TRUCK	7P16588	1FVACWDC15HU51826
270921	MANHOLE FLATBED TRUCK	7P16587	1FVACWDC35HU51827
270917	MANHOLE MIXER TRUCK	E543776	1NPA1T0XX3D578235
270922	MANHOLE MIXER TRUCK	63783R1	1XPVD09X6AD792593
270918	MANHOLE MIXER TRUCK -SALV	82243C1	1NPALT0X13D578236
270082	MANHOLE PATCH TRUCK	6U43958	2NPNHD7X22M580620
270368	MANHOLE PATCH TRUCK	7C39582	2NPNHD7X33M808271
270137	PAVER AP 1055F	XXXX	CATAP105CTJ500548
270117	PAVER AP-1055D	XXXXXXX	FAC00350
270127	PAVER AP-1055D	XXXXXXX	FAC00445
270128	PAVER AP-1055D	XXXXXXX	FAC00447
270129	PAVER AP-1055D	XXX	FAC00275
270130	PAVER AP-1055D	XXX	FAC00844
270131	PAVER AP-1055D	XXXX	FAC00838
270133	PAVER AP-1055D	XXXX	CATAPA05LFAC00942
270134	PAVER AP-1055D	XXXX	CATAP105CFAC00816

Equipment #	Equipment Description	License Number	Vin
270132	PAVER AP-1055E	XXXX	CATAP105CTJF00343
270135	PAVER AP-1055F	XXXX	CATAP105TTJ00284
270136	PAVER AP-1055F	XXXX	CATAP105PTJ500240
270118	PAVER AP-655C	XXXXXXX	AYP00300
270112	PAVER AP-655C (8FT)		CDG00326 / JM04252
270113	PAVER AP-655C (8FT)		AYP00233
270317	PICKUP	6D40241	1GCGC24R4XR721065
270323	PICKUP	6T08522	3FTNF20F61MA86904
270379	PICKUP	3X22890	1GCGC24K2KE206939
270856	PICKUP	41613H1	1FTFW1EF7CFB73768
270864	PICKUP	23614G1	1GCHC24U97E129032
270869	PICKUP	6W95736	3GBKC34621M115680
270895	PICKUP	05729F1	1FTFW1EF1BFD31942
272048	PICKUP A/C PLANT	29855M1	1FTEX1CM6EKD07545
270693	PICKUP A/C PLANTS	7Z79233	1FTSX20506EB52674
270377	PICKUP C-2500	5E34973	1GBGC24M2ES187997
270413	PICKUP C-2500	6S57858	2GCFC24K5K1123910
270429	PICKUP C-2500	6A70719	1GCFC24K1JE138529
270457	PICKUP C-2500	7M95001	1GCFC24K2PE143893
270473	PICKUP C-2500	5S71881	1GTGC29R4WE512438
270625	PICKUP C3500HD	5B64374	GBKC34N45J101650
270066	PICKUP CONCRETE	7B31424	1FTNF20F03EA10376
270084	PICKUP CONCRETE	6W99793	1FTNF20F72EC33111
270171	PICKUP CONCRETE	69191P1	1FTSF20P37EB16435
270187	PICKUP CONCRETE	8K34811	1FTSF20R98EA55644
270353	PICKUP CONCRETE	7A41846	1FTNF20F13EA66147
270402	PICKUP CONCRETE	8X38113	1FTNF20P44EA27062
270641	PICKUP CONCRETE	8C28415	1FTSF20P36EC13472
270650	PICKUP CONCRETE	7S96321	1FTSF20PX5EA34456
270660	PICKUP CONCRETE	7V76087	1FTSF20P25EC65674
270663	PICKUP CONCRETE	7V76090	1FTSF20P25EC63875
270677	PICKUP CONCRETE	7Y82737	1FTSF20P06EA19417
270688	PICKUP CONCRETE	7Z52175	1FTSF20P86EB27557
270860	PICKUP CONCRETE	85813H1	1FTNF20558EB98522
272067	PICKUP CONCRETE	63398B2	1FTBF2A66DEB24689
272075	PICKUP CONCRETE	XXXX	1FTNF20568EB82359
272102	PICKUP CONCRETE	8K08090	1FTNF20528EA86101
272107	PICKUP CONCRETE	69685M1	1FTBF2A60EEA26386
272113	PICKUP CONCRETE	XXXX	1FTBF2A67FEB40080
272117	PICKUP CONCRETE	1.24E+05	1FTBF2A6XHEB92628
272051	PICKUP F-250	05483G1	1FTBF2A66CEB42401
272052	PICKUP F-250	29882M1	1FDBF2A65EEB66753
270468	PICKUP F-250 SD	7N48294	1FDNX20P04ED13029
270925	PICKUP F-350	7N08214	1FTSW31S13ED66243
270966	PICKUP F-350	7X76620	1FDWW35P65EC58027
270953	PICKUP F-550	7N84593	1FDAF56S94EC14918
270192	PICKUP F-550SD	8X55738	1FDAF57Y88EB25821
270351	PICKUP GRADING	7B14497	1FTNF20F83EA66145
270354	PICKUP GRADING	7B14495	1FTNF20F13EA66150
270461	PICKUP GRADING	7P56799	1FTSF20P95EA02193

Equipment #	Equipment Description	License Number	Vin
270648	PICKUP GRADING	8E39131	1FTSF20P47EA34651
270684	PICKUP GRADING	8N12787	1FTSF20P86EA86086
270877	PICKUP GRADING	7X24570	1FTSF20PX6EA09560
272081	PICKUP GRADING	XXXX	1FTNF2A53AEB37478
270691	PICKUP GRINDING	7Z52172	1FTSF20P16EA86088
270797	PICKUP GRINDING	8T08658	1FTSF20R18EA65259
272108	PICKUP GRINDING	34872N1	1FTBF2A62EEA92602
272115	PICKUP GRINDING	XXXX	1FTBF2A62FED10359
270095	PICKUP IRVINE A/C	6X89673	1FTNF20F22EC58627
270096	PICKUP LOANER	6U98646	1FTNF20F42EC58628
270186	PICKUP LOANER	8K34812	1FTSF20R58EA55642
270001	PICKUP MANHOLE	6L07179	1FTNF20F71EB65164
270322	PICKUP MANHOLE	6T08523	3FTNF20F41MA86903
270346	PICKUP MANHOLE	7E68468	1FNTF20F33EA66151
270347	PICKUP MANHOLE	7E68469	1FTNF20F53EA66152
270352	PICKUP MANHOLE	8D35839	1FTNF20FX3EA66146
270417	PICKUP MANHOLE	7G05722	1FTNF20P44EA27059
270623	PICKUP MANHOLE	8F61532	1FTSF20P17EA48085
270635	PICKUP MANHOLE	7Z92871	1FTSF20P76EB61943
272036	PICKUP MANHOLE	XXXX	1FTBF2A67CEA45952
272064	PICKUP MANHOLE	39140Y1	1FTBF2A66DEB74945
270180	PICKUP PAVING	8L61466	1FTSF20R08EA24296
270181	PICKUP PAVING	8K18486	1FTSF20R78EA24294
270284	PICKUP PAVING	7L61826	1FTNF20P04EB33041
270647	PICKUP PAVING	8E39134	1FTSF20P27EA34650
270690	PICKUP PAVING	7Z52173	1FTSF20P16EB27559
270862	PICKUP PAVING	41907H1	1FTSF20P16ED70935
270959	PICKUP PAVING	8C24177	1FTNF20576ED28085
272045	PICKUP PAVING	8A14112	1FTBF2A67EEB66760
272049	PICKUP PAVING	30187M1	1FTBF2A63EEB66769
272098	PICKUP PAVING	8T61060	1FTNF20558EA42318
272101	PICKUP PAVING	8M87825	1FTNF20598EA58604
272106	PICKUP PAVING	67080M1	1FTBF2A69EEA26385
272112	PICKUP PAVING	22661D2	1FTBF2A65FEA82986
272114	PICKUP PAVING	XXXX	1FTBF2A66FEC97874
270065	PICKUP PERRIS A/C	6R22087	1FTNF20F1EC24688
270385	PICKUP PLANT TRUCK	7S22487	1FTSF20P05EA02194
270070	PICKUP PUBLIC WORKS	6U24245	1FTNF20F02EA37138
270081	PICKUP PUBLIC WORKS	6W08956	1FTNF20F22EA37139
270088	PICKUP PUBLIC WORKS	9.91E+05	1FTNF20F53EA01124
270170	PICKUP PUBLIC WORKS	8G83160	1FTSF20P17EB16434
270175	PICKUP PUBLIC WORKS	8H94523	1FTSF20P57EB16436
270176	PICKUP PUBLIC WORKS	8H41998	1FTSF20P77EB16437
270283	PICKUP PUBLIC WORKS	8L61508	1FTNF20P74EA86378
270324	PICKUP PUBLIC WORKS	6T08259	3FTNF20F81MA86905
270411	PICKUP PUBLIC WORKS	7J00407	1FTNF20P04EA27057
270469	PICKUP PUBLIC WORKS	7F63639	AFTNF20F33EA66148
270491	PICKUP PUBLIC WORKS	7J00405	1FTNF20P24EA27061
270622	PICKUP PUBLIC WORKS	8F61531	1FTSF20PX7E48084
270624	PICKUP PUBLIC WORKS	8F61533	1FTSF20P37EA48086

Equipment #	Equipment Description	License Number	Vin
270640	PICKUP PUBLIC WORKS	8C28416	1FTSF20P06EC13400
270642	PICKUP PUBLIC WORKS	8C28414	1FTSF20P46EC13531
270643	PICKUP PUBLIC WORKS	8C28417	1FTSF20P26EC13589
270644	PICKUP PUBLIC WORKS	8C28418	1FTSF20P96EC13637
270645	PICKUP PUBLIC WORKS	8E39135	1FTSF20P47EA34648
270646	PICKUP PUBLIC WORKS	69190U1	1FTSF20P67EA34649
270661	PICKUP PUBLIC WORKS	8H08647	1FTSF20P95EC31490
270678	PICKUP PUBLIC WORKS	7Y82738	1FTSF20P56EA19414
270679	PICKUP PUBLIC WORKS	7Y82739	1FTSF20P96EA19416
270680	PICKUP PUBLIC WORKS	7Y82740	1FTSF20P76EA19415
270683	PICKUP PUBLIC WORKS	7Y82741	1FTSF20P36EA86089
270685	PICKUP PUBLIC WORKS	7Y82744	1FTSF20P36EA19413
270686	PICKUP PUBLIC WORKS	7Y82743	1FTSF20PX6EA86087
270689	PICKUP PUBLIC WORKS	7Z52174	1FTSF20PX6EB27558
270694	PICKUP PUBLIC WORKS	7Z55002	1FTSF20P96EB61944
270695	PICKUP PUBLIC WORKS	7Z55001	1FTSF20P06EB61945
270696	PICKUP PUBLIC WORKS	7Z54999	1FTSF20P26EB61946
270697	PICKUP PUBLIC WORKS	7Z55000	1FTSF20P66EB27556
270795	PICKUP PUBLIC WORKS	8T08659	1FTSF20R58EA82405
270796	PICKUP PUBLIC WORKS	8T08660	1FTSF20R48EA64932
270798	PICKUP PUBLIC WORKS	8T08661	1FTSF20RX8EC09889
270861	PICKUP PUBLIC WORKS	41906H1	1FTSF20P76ED70941
270876	PICKUP PUBLIC WORKS	7S07749	1FTSF20P65EB48910
270957	PICKUP PUBLIC WORKS	04951M1	1GB0CXCG1DF204046
272037	PICKUP PUBLIC WORKS	29879M1	1FTBF2A64EEB66764
272039	PICKUP PUBLIC WORKS	8A14114	1FTBF2A69EEB66761
272040	PICKUP PUBLIC WORKS	48019S1	1FDBF2A67EEB66754
272043	PICKUP PUBLIC WORKS	8.50E+05	1FTBF2A62CEA66448
272044	PICKUP PUBLIC WORKS	31911M1	1FTBF2A67FEB60846
272046	PICKUP PUBLIC WORKS	29887M1	1FTBF2A68EEB66766
272047	PICKUP PUBLIC WORKS	29886M1	1FTBF2A62EEB66763
272053	PICKUP PUBLIC WORKS	24895H2	1FTBF2A69DEB52714
272060	PICKUP PUBLIC WORKS	30188M1	1FTBF2A6XEEB66767
272066	PICKUP PUBLIC WORKS	84931A2	1FTBF2A68BEC48332
272068	PICKUP PUBLIC WORKS	30995F1	1FTBF2A63CEB45580
272069	PICKUP PUBLIC WORKS	63395B2	1FTBF2A65CEC63338
272073	PICKUP PUBLIC WORKS	XXXX	1FTNF20558EB82367
272074	PICKUP PUBLIC WORKS	8Z40733	1FTBF2A64BEA59449
272089	PICKUP PUBLIC WORKS	8K11233	1FTNF20578EA45494
272099	PICKUP PUBLIC WORKS	8U18278	1FTNF20558EE52052
272100	PICKUP PUBLIC WORKS	8U18279	1FTNF20568EE52058
272103	PICKUP PUBLIC WORKS	56112L1	1FTBF2A65DEB35845
272104	PICKUP PUBLIC WORKS	54001M1	1FTBF2A67DEB35846
272105	PICKUP PUBLIC WORKS	54040M1	1FTBF2A61DEB74965
272109	PICKUP PUBLIC WORKS	95535N1	1FTBF2A65EEB13068
272110	PICKUP PUBLIC WORKS	25590P1	1FTBF2A60EEB52649
272111	PICKUP PUBLIC WORKS	84338U1	1FTBF2A63FEA82985
272116	PICKUP PUBLIC WORKS	XXX	1FTBF2A6XGEA39486
272118	PICKUP PUBLIC WORKS	43717F2	1FTBF2A68HEB92630
270871	PICKUP PUBLICWORKS	8T40758	1FTYR10D18PB04825

Equipment #	Equipment Description	License Number	Vin
270282	PICKUP SLURRY	7S96323	1FTNW20P74ED53826
270873	PICKUP SLURRY	7K07097	1FTNX20P04EB65968
270822	PICKUP WG-4	2QYW135	4V1JBBDEXSR837869
278791	PROFILOGRAPH SYSTEM AND T	4KC8773	4HXEN121X9C145738
271711	ROAD WIDNER SPD-8	XXXX	502/STK 7342
271266	ROLLER CB-10	XXXX	CAT0CB10CP8P00139
271267	ROLLER CB-10	XXX	CAT0CB10CP8P00190
271268	ROLLER CB-10	XXX	CAT0CB10TP8P00191
271269	ROLLER CB-10	XXX	CAT0CB10PP8P00189
271270	ROLLER CB-10	XXXX	CAT0CB10KP8P00193
270203	ROLLER CB-224E	XXXXXXX	22400147
270204	ROLLER CB-224E	XXXXXX	22400148
270205	ROLLER CB-224E	XXXXXX	22400149
270208	ROLLER CB-224E	XXXXXX	22400150
270211	ROLLER CB-224E	N/A	CATCB224K22400151
270218	ROLLER CB-224E	N/A	CATCB224P22400312
270247	ROLLER CB-224E	XXXXXXX	22400490
270248	ROLLER CB-224E	XXXXXXX	22400496
270249	ROLLER CB-224E	XXXXXXX	22400498
270250	ROLLER CB-224E	XXXXXXX	22400592
271230	ROLLER CB-224E	XXXXX	22400497
271231	ROLLER CB-224E	XXXXXX	22401247
271201	ROLLER CB-24B	XXX	42000326
271202	ROLLER CB-24B	XXXX	42000327
271206	ROLLER CB-24B	XXXX	CATCB24BH42000369
271207	ROLLER CB-24B	XXXX	CATCB24BP4200619
270223	ROLLER CB-534D	N/A	FGH00292
270226	ROLLER CB-534D		FGH00299 / JM04382
270227	ROLLER CB-534D		FGH00307 / JM04383
270228	ROLLER CB-534D		FGH00304 / JM04386
270229	ROLLER CB-534D	N/A	FGH00294
270235	ROLLER CB-534D		FGH00293 / JM04387
270236	ROLLER CB-534D		FGH00308 / JM04596
270237	ROLLER CB-534D		FGH00309 / JM04384
270238	ROLLER CB-534D		FGH00314 / JM04390
270239	ROLLER CB-534D		FGH00316 / JM04388
270240	ROLLER CB-534D		FGH00317 / JM04385
270241	ROLLER CB-534D		FGH00311 / JM04597
270242	ROLLER CB-534D		FGH00319 / JM04389
271251	ROLLER CB-534D	XXXXXXX	FGH00305
271252	ROLLER CB-534D	XXXXXXX	FGH00306
271253	ROLLER CB-534D	XXXXXXX	FGH00333
271254	ROLLER CB-534D	XXXXXXX	FGH00334
271255	ROLLER CB-54B	XXXX	CATCB54BELXD00114
271256	ROLLER CB-54B	XXXX	CATCB54BVLXD00124
271257	ROLLER CB-54B	XXXX	CATCB54BELXD00159
271258	ROLLER CB-54B	XXXX	CATCB54BLLXD00160
271259	ROLLER CB-54B	XXXX	CATCB54BCLXD00194
271260	ROLLER CB-54B	XXXXX	CATCB54BALXD00187
271261	ROLLER CB-54B	XXX	CATCB54BTLXD00195

Equipment #	Equipment Description	License Number	Vin
271262	ROLLER CB-54B	XXXX	CATCB54BVRJN00333
271263	ROLLER CB-54B	XXXX	CATCB54BARJN00334
271264	ROLLER CB-54B	XXXX	CATCB54BLRJN00335
271265	ROLLER CB-54B	XXXX	CATCB54BCRJN00341
270273	ROLLER CS-563E	XXXXXXX	CNG00898
270274	ROLLER CS-563E	XXXXXXX	CNG00899
270275	ROLLER CS-563E	XXXXXXX	CNG00901
270276	ROLLER CS-563E		CNG00902
270277	ROLLER CS-563E		CNG00903
270243	ROLLER PS-150C R.T.R.	XXXXXXX	FPS00197
270244	ROLLER PS-150C R.T.R.	XXXXXXX	FPS00198
270245	ROLLER PS-150C R.T.R.	XXXXXXX	FPS00199
270246	ROLLER PS-150C R.T.R.	XXXXXXX	FPS00200
271232	ROLLER PS-150C R.T.R.	XXXXX	FPS00169
271233	ROLLER PS-150C R.T.R.	XXXX	FPS00170
270794	ROOT PRUNER	XXXXX	1VRP082R0W10000639
270079	SAW TRUCK	6V13642	1FDAF56F22EA73271
270304	SAW TRUCK	6K72276	1GBKC34J5YF507008
270396	SAW TRUCK	5G86319	1GBKC34N7SJT117504
270448	SAW TRUCK	7D47065	1FDAF56F73EA66155
273003	SAW TRUCK	XXXXX	1FDUF5GT0FEA34265
270479	SAW TRUCK CONCRETE	8L61465	1FDAF56F63EA32966
270607	SCRAPER 613 IIC		08LJ01407
270608	SCRAPER 613 IIC		08LJ01548
270609	SCRAPER 613 IIC		8LJ01943
270612	SCRAPER 613 IIC		8LJ02378
270614	SCRAPER 613C	XXXX	08LJ03320
270615	SCRAPER 613C	XXXX	08LJ03322
270616	SCRAPER 613C	XXXX	08LJ03323
270617	SCRAPER 613C	XXXX	08LJ03324
270383	SERVICE TRUCK	7M63480	1FDWK74P9MVA12558
270410	SERVICE TRUCK	7J40237	2FDLF47G8NCA31854
270954	SERVICE TRUCK	69119U1	1FDXF46P47EB12849
270426	SERVICE TRUCK F-350	4W84009	2FDKF37M3RCA37935
270799	SERVICE TRUCK GOMACO	8T37706	1FDAF56R18ED89201
270174	SERVICE TRUCK PAVING	84444R1	1GBJC34ROXF044937
270386	SERVICE TRUCK PAVING	5J92898	1GDKC34JXTJ511973
270700	SHUTTLE BUGGY	XXXXXXX	SB2500CX830
271702	SHUTTLE BUGGY		SB2500DX933
271703	SHUTTLE BUGGY	XXXX	SB-2500D-1102
271705	SHUTTLE BUGGY	XXXXX	SB-2500E-2036
271706	SHUTTLE BUGGY	XXXXX	SB2500E-4027
270848	SKIDSTEER	XXXXX	JAF0319874
270579	SKIP COMBO PAVING 270753	XXXX	1T8210EKPEG891948
270585	SKIP COMBO PAVING 270778	XXXX	CAT0415FKPF400252
270927	SKIP LOADER 2032R PETROMA	XXXX	1LV2032RAHH102528
270536	SKIP LOADER 210E		T0210LE880738
270580	SKIP LOADER 210EK	XXXX	1T8210EKKEG891949
270581	SKIP LOADER 210EK	XXX	1T8210EKTEG891950
270582	SKIP LOADER 210EK	XXXXX	1T8210EKCFG892250

Equipment #	Equipment Description	License Number	Vin
270583	SKIP LOADER 210EK	XXXX	1T8210EKLFG892253
270584	SKIP LOADER 210EK	XXXX	1T8210EKKFG892259
270502	SKIP LOADER 210LE		T0210LE882195
270503	SKIP LOADER 210LE		TO210LE882229
270505	SKIP LOADER 210LE		T0210LE881449
270506	SKIP LOADER 210LE		T0210LE881586
270511	SKIP LOADER 210LE		T0210LE881877
270512	SKIP LOADER 210LE		T0210LE881879
270515	SKIP LOADER 210LE	X	T0210LE881637
270516	SKIP LOADER 210LE	X	T0210LE881652
270517	SKIP LOADER 210LE		T0210LE883059
270518	SKIP LOADER 210LE		T0210LE883064
270533	SKIP LOADER 210LE		T0210LE880581
270534	SKIP LOADER 210LE		T0210LE880773
270535	SKIP LOADER 210LE		T0210LE880680
270537	SKIP LOADER 210LE		T0210LE880881
270538	SKIP LOADER 210LE		T0210LE881033
270541	SKIP LOADER 210LE		TO210LE881093
270543	SKIP LOADER 210LE		TO210LE881189
270544	SKIP LOADER 210LE		T0210LE881197
270545	SKIP LOADER 210LE		T0210LE881244
270546	SKIP LOADER 210LE		T0210LE881266
270548	SKIP LOADER 210LE		T0210LE881240
270549	SKIP LOADER 210LE		T0210LE881420
270560	SKIP LOADER 210LE		T0210LE883851
270561	SKIP LOADER 210LE	XXXXX	T0210LE883901
270562	SKIP LOADER 210LE		T0210LE884628
270563	SKIP LOADER 210LE		T0210LE884629
270564	SKIP LOADER 210LE	XXXXXXX	T0210LE884740
270565	SKIP LOADER 210LE		T0210LE884745
270566	SKIP LOADER 210LE	XXXXXXX	T0210LE886135
270567	SKIP LOADER 210LE		T0210LE886139
270568	SKIP LOADER 210LE	XXXXXXX	T0210LE886362
270569	SKIP LOADER 210LE	XXXXXXX	T0210LE886388
270570	SKIP LOADER 210LE	XXXX	T0210LE886385
270572	SKIP LOADER 210LE	XXXXXXX	T0210LE886306
270573	SKIP LOADER 210LE	XXXXX	T0210LE86364
270574	SKIP LOADER 210LE	XXXXXX	T0210LE888139
270575	SKIP LOADER 210LE	XXXXXXX	T0210LE888140
270576	SKIP LOADER 210LE	XXXX	T0210LE888141
270577	SKIP LOADER 210LE	XXXXX	T0210LE888180
270578	SKIP LOADER 210LE	XXXXXX	T0210LE880351
270720	SKIP LOADER 855 PETROMAT		MOO853D491352
270813	SKIP LOADER 966D		99Y14553
270928	SKIPLOADER 2032R PETROMAT	XXXX	1LV2032RJHH102539
270586	SKIPLOADER 415F21L	XXXX	CAT0415FVPF400255
270587	SKIPLOADER 415F2IL	XXXX	CAT0415FCPF400318
270588	SKIPLOADER 415F2IL	XXXX	CAT0415FCPF400537
270589	SKIPLOADER 415F2IL	XXXX	CAT0415FAPF400564
270594	SKIPLOADER 415F2IL	XXXXX	CAT415FTPF400619

Equipment #	Equipment Description	License Number	Vin
270595	SKIPLOADER 415F2IL	XXXX	CAT0415FTPF400703
270596	SKIPLOADER 415F2IL	XXXX	CAT0415FHPF400759
270766	SLURRY FLATBED TRUCK	7M28637	1XP5DB8X1VD436782
270771	SLURRY FLATBED TRUCK	8H65409	2NPNHD7X72M578717
270910	SLURRY SPREADER TRUCK	12648P1	1NKDXPEX1DJ357441
270911	SLURRY SPREADER TRUCK	99142T1	1NKDLP0X4GR499940
270912	SLURRY SPREADER TRUCK	07408D1	1NPTL70X2BD134507
270913	SLURRY SPREADER TRUCK	07409D1	1NPTL70X2CD134508
270914	SLURRY SPREADER TRUCK	602097	1NPTLU0X7BD121170
270747	SODA BLASTER SB-150FM	542199	D2102H6J0B
270880	SWEEPER	7ZRM843	1FVACXDC07HW86632
270930	SWEEPER	6UCF747	1FVACXBS8EHFH3503
270932	SWEEPER	7UVF156	1FVACXCY1HHHZ1116
270933	SWEEPER	7XBS726	1FVACXCY5HHZ1118
270934	SWEEPER	8ASZ525	3ALACXFE6JDJV0411
270788	SWEEPER FL70	6FXV094	1FVACXDC66HW84950
270884	SWEEPER FL70	6LWB894	1FVABTAKX1HG76837
270886	SWEEPER FL70	6LOY157	1FVACXDC85HV19559
270887	SWEEPER FL70	6MWD810	1FVABTAKX2HK95178
270888	SWEEPER FL70	6NOL881	1FVACXDC26HV19588
270889	SWEEPER FL70	7AJM687	1FVACXDC96HW84957
270894	SWEEPER FL70	6NXZ630	1FVACXDC07HW86646
270931	SWEEPER FL70	7SAV359	1FVACXCY8GHHM1635
270340	SWEEPER FL70 SLURRY	6VMG652	1FV6HJBA5YH989543
270885	SWEEPER FL70 SLURRY	6LOY158	1FVABTAK12HK95196
274005	TANKER	4LH9377	1PMC14227V2018728
277681	TANKER SLURRY	4GL2021	K2883K9533
274007	TANKER TRAILER	4KB6322	1PMA14325R1013948

EXPERIENCE QUALIFICATIONS

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

SEPARATE PROJECT ATTACHMENTS ARE NOT ACCEPTABLE IN LIEU OF THIS DOCUMENT

1. *Complete the following information for your **current** construction **c**ontract(s) that is similar in nature, scope and complexity for public agencies with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate. (List **five** projects maximum and attach separate sheets. If **one** or **zero** current projects, list your **two** most recently completed projects.)*

(a) *Name of Project:* ROAD MAINT & REHAB & SLURRY SEAL

(b) *Client:* CITY OF WILDOMAR

(c) *Project Address:* VARIOUS AREAS IN WILDOMAR

City: WILDOMAR *State:* CA *Zip:* 92595

(d) *Contact Name:* JASON FARAG

(e) *Contact Phone:* (951) 677-7751

(f) *Design Engineer Name:* JASON FARAG

(g) *Design Engineer Phone:* (951) 677-7751

(h) *Type of Project:* ROADWAY REHAB

(i) *Contract Type:* PUBLIC CONTRACT

(j) *Contract Amount:* $664,622.50

(k) *Percent Change Orders to Base Contract:* TBD

(l) *Percent Complete:* 85%

(m) *Percent Work Performed With Own Forces:* TBD

(n) *Scheduled Completion Date:* TBD

(o) *Forecast/Actual Completion Date:* TBD

(p) *Explain any differences between scheduled and forecast/actual completion dates:*

N/A

(q) *Explain any differences between the original contract price and the forecast/ actual cost to complete:*

N/A

2. *Complete the following information for* ***completed*** *c*onstruction contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the bid, *including, but not limited to contracts with the City of El Monte (List* ***five*** *projects maximum and attach additional sheets as necessary.*

(a) *Name of Project Manager/Superintendent:* _____

(b) *Name of Project:* _____

(c) *Client:* _____

(d) *Project Address:* _____

City: _____ *State:* _____ *Zip:* _____

(e) *Contact Phone:* (___) _____

EXPERIENCE QUALIFICATIONS

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

SEPARATE PROJECT ATTACHMENTS ARE NOT ACCEPTABLE IN LIEU OF THIS DOCUMENT

1. *Complete the following information for your **current** construction **c**ontract(s) that is similar in nature, scope and complexity for public agencies with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate. (List **five** projects maximum and attach separate sheets. If **one** or **zero** current projects, list your **two** most recently completed projects.)*

(a) *Name of Project:* ANNUAL CITYWIDE STREET REHAB & MAINT 20/21 & THE 2021 MID YEAR STREET ENHANCE

(b) *Client:* CITY OF BEAUMONT

(c) *Project Address:* VARIOUS AREAS IN BEAUMONT

City: BEAUMONT *State:* CA *Zip:* 92223

(d) *Contact Name:* ROBERT VESTAL

(e) *Contact Phone:* (951) 769-8522

(f) *Design Engineer Name:* ROBERT VESTAL

(g) *Design Engineer Phone:* (951) 769-8522

(h) *Type of Project:* ROADWAY REHAB

(i) *Contract Type:* PUBLIC CONTRACT

(j) *Contract Amount:* $5,296,803.32

(k) *Percent Change Orders to Base Contract:* TBD

(l) *Percent Complete:* 15%

(m) *Percent Work Performed With Own Forces:* TBD

(n) *Scheduled Completion Date:* TBD

(o) *Forecast/Actual Completion Date:* TBD

(p) *Explain any differences between scheduled and forecast/actual completion dates:*

N/A

(q) *Explain any differences between the original contract price and the forecast/ actual cost to complete:*

N/A

2. *Complete the following information for* ***completed*** construction contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the bid, *including, but not limited to contracts with the City of El Monte (List* ***five*** *projects maximum and attach additional sheets as necessary.*

(a) *Name of Project Manager/Superintendent:* _____

(b) *Name of Project:* _____

(c) *Client:* _____

(d) *Project Address:* _____

City: _____ *State:* _____ *Zip:* _____

(e) *Contact Phone:* (___) _____

EXPERIENCE QUALIFICATIONS

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

SEPARATE PROJECT ATTACHMENTS ARE NOT ACCEPTABLE IN LIEU OF THIS DOCUMENT

1. *Complete the following information for your **current** construction **c**ontract(s) that is similar in nature, scope and complexity for public agencies with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate. (List **five** projects maximum and attach separate sheets. If **one** or **zero** current projects, list your **two** most recently completed projects.)*

(a) *Name of Project:* CEDAR AVE LOWER AZUSA ROAD CITY ~~CIRCLE~~ LIMIT

(b) *Client:* EC CITY OF EL MONTE

(c) *Project Address:* CEDAR AVE

City: EL MONTE *State:* CA *Zip:* 91731

(d) *Contact Name:* LETICIA ORTIZ

(e) *Contact Phone:* 626 580-2022

(f) *Design Engineer Name:* LETICIA ORTIZ

(g) *Design Engineer Phone:* 626 580-2022

(h) *Type of Project:* ROADWAY REHAB

(i) *Contract Type:* PUBLIC CONTRACT

(j) *Contract Amount:* $2,373,225.00

(k) *Percent Change Orders to Base Contract:* TBD

(l) *Percent Complete:* 95%

(m) *Percent Work Performed With Own Forces:* TBD

(n) *Scheduled Completion Date:* TBD

(o) *Forecast/Actual Completion Date:* TBD

(p) *Explain any differences between scheduled and forecast/actual completion dates:*

N/A

(q) *Explain any differences between the original contract price and the forecast/ actual cost to complete:*

N/A

2. *Complete the following information for* ***completed*** construction contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the bid, *including, but not limited to contracts with the City of El Monte (List* ***five*** *projects maximum and attach additional sheets as necessary.*

(a) *Name of Project Manager/Superintendent:* CESAR AGUILAR

(b) *Name of Project:* RESIDENTIAL & ARTERIAL PAVEMENT IMPROVEMENT

(c) *Client:* CITY OF TORRANCE

(d) *Project Address:* VARIOUS LOCATIONS IN TORRANCE

City: TORRANCE *State:* CA *Zip:* 90503

(e) *Contact Phone:* (310) 618-3061

(f) Design Engineer Name: CESAR AGUILAR

(g) Design Engineer Phone: 310 618-3061

(h) Type of Project: ROADWAY REHAB

(i) Contract Type: PUBLIC CONTRACT

(j) Contract Amount: $3,686,032.00

(k) Percent Change Orders to Base Contract: 10%

(l) Percent Complete: 100%

(m) Percent Work Performed With Own Forces: 90%

(n) Scheduled Completion Date: 12-20-2020

(o) Actual Completion Date: 12-20-2020

(p) Explain any differences between scheduled and actual completion dates: N/A

(q) Explain any differences between the original contract price and the actual cost to complete: CITY ADDED EXTRA WORK

(m) *Percent Work Performed With Own Forces:* _____

(n) *Scheduled Completion Date:* _____

(o) *Forecast/Actual Completion Date:* _____

(p) *Explain any differences between scheduled and forecast/actual completion dates:*

(q) *Explain any differences between the original contract price and the forecast/ actual cost to complete:*

2. *Complete the following information for* ***completed*** construction contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the bid, *including, but not limited to contracts with the City of El Monte (List* ***five*** *projects maximum and attach additional sheets as necessary.*

(a) *Name of Project Manager/Superintendent:* MICHELLE CHAN

(b) *Name of Project:* CAPE SEAL TREATMENT AT RALPH B. CLARK REGIONAL PARK

(c) *Client:* COUNTY OF ORANGE

(d) *Project Address:* RALPH B. CLARK REGIONAL PARK

City: BUENA PARK *State:* CA *Zip:* 90621

(e) *Contact Phone:* 657 324-6086

(f) *Design Engineer Name:* MICHELLE CHAN

(g) *Design Engineer Phone:* 657 324-6086

(h) *Type of Project:* ROADWAY REHAB

(i) *Contract Type:* PUBLIC CONTRACT

(j) *Contract Amount:* $706,000.00

(k) *Percent Change Orders to Base Contract:* 2%

(l) *Percent Complete:* 100%

(m) *Percent Work Performed With Own Forces:* 95%

(n) *Scheduled Completion Date:* 9-30-2020

(o) *Actual Completion Date:* 9-30-2020

(p) *Explain any differences between scheduled and actual completion dates:* N/A

(q) *Explain any differences between the original contract price and the actual cost to complete:* COUNTY ADDED EXTRA WORK

(m) *Percent Work Performed With Own Forces:* _____

(n) *Scheduled Completion Date:* _____

(o) *Forecast/Actual Completion Date:* _____

(p) *Explain any differences between scheduled and forecast/actual completion dates:*

(q) *Explain any differences between the original contract price and the forecast/ actual cost to complete:*

2. *Complete the following information for* ***completed*** construction contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the bid, *including, but not limited to contracts with the City of El Monte (List* ***five*** *projects maximum and attach additional sheets as necessary.*

(a) *Name of Project Manager/Superintendent:* CAMERON LUNA

(b) *Name of Project:* ROAD MAINT AND REHAB PROJECT

(c) *Client:* CITY OF WILDOMAR

(d) *Project Address:* VARIOUS LOCATIONS

City: WILDOMAR *State:* CA *Zip:* 92595

(e) *Contact Phone:* (951) 677-7751

(f) Design Engineer Name: CAMERON LUNA

(g) Design Engineer Phone: 951 677-7751

(h) Type of Project: ROADWAY REHAB

(i) Contract Type: PUBLIC CONTRACT

(j) Contract Amount: $655,945.00

(k) Percent Change Orders to Base Contract: .5%

(l) Percent Complete: 100%

(m) Percent Work Performed With Own Forces: 90%

(n) Scheduled Completion Date: 8-14-2020

(o) Actual Completion Date: 8-14-2020

(p) Explain any differences between scheduled and actual completion dates: N/A

(q) Explain any differences between the original contract price and the actual cost to complete: EXTRA WORK ADDED BY CITY

SEE ATTACHED COMPLETED PROJECTS

2020
PAST WORK REFERENCES

City of Victorville
14343 Civic Drive
Victorville CA. 92393
Contact: Bruce Miller 760-955-5085
bmiller@victorvilleca.gov

Third Avenue Road Improvements
Contract Amount: $1,790,000.00
Start Date: 5/2020
End Date: 10/2020

Orange County Cemetery District
25751 Trabuco Rd.
Lake Forest CA. 92630
Contact: Jim Mickartz 949-450-1088
mickartzarch@gmail.com

El Toro Memorial Park Curb & Dr. Project
Contract Amount: $416,999.99
Start Date: 08/2020
End Date: 11/2020

City of Alhambra
111 S. 1st Street
Alhambra, CA. 91801
Contact: Robert Bias 626-580-5000
rbias@cityofalhambra.org

2020 HUD Street Improvements Project
Contract Amount: $300,433.00
Start Date: 06/2020
End Date: 10/2020

City of Ontario
303 E. B Street
Ontario, CA. 91764
Contact: Ariana Kern 909-395-2129
akern@ontarioca.gov

2020 Fall Pavement Rehabilitation Project
Contract Amount: $2,499,333.00
Start Date: 07/2020
End Date: 12/2020

City of Loma Linda
25541 Barton Road
Loma Linda, CA. 92354
Contact: T. Jarb Thaipejr 909-799-4400
jthaipejar@lomalinda-ca.gov

Pavement Rehabilitation –Barton Road
Contract Amount: $768,677.00
Start Date: 04/2020
End Date: 12/2020

City of Jurupa Valley
8920 Limonite Avenue
Jurupa Valley, CA. 92509
Contact: Chase Keys 951-332-6464
ckeys@jurupavalley.org

Granite Hill Drive Pavement Rehabilitation
Contract Amount: $999,777.00
Start Date: 04/2020
End Date: 10/2020

2020
PAST WORK REFERENCES

City of Camarillo
601 Carmen Drive
Camarillo, CA 93010
Contact: Thang Tran (805) 388-5345
ttran@cityofcamarillo.org

Earl Joseph Drive Paving
Contract Amount: $681,901.50
Start Date: 06/2020
End Date: 07/2020

County of Ventura
800 S. Victoria Avenue, #1600
Ventura, CA 93009
Contact: Matt Maechler (805) 477-1911
matthew.maechler@ventura.org

Yerba Buena Rd. (South) Pavement Resurfacing
Contract Amount: $2,298,467.40
Start Date: 03/2020
End Date: 06/2020

City of Westminster
8200 Westminster Boulevard
Westminster, CA 92683
Contact: Theresa Tran (714) 548-3460
ttran@westminster.ca.gov

Citywide Overlay Street Improvements
Contract Amount: $1,131,621
Start Date: 02/2020
End Date: 06/2020

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Contact: Patricia Kharazmi (949) 644-3344
pkharazmi@newportbeachca.gov

Cameo Highlands Street Reconstruction
Contract Amount: $2,425,694.00
Start Date: 07/2020
End Time: 11/2020

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Contact: Joe Fuentes (714) 536-5259
jfuentes@surfcity-hb.org

Arterial Rehabilitation of Graham St, Slater Ave, Newland St and Atlanta Ave
Contract Amount: $5,181,955.00
Start Date: 05/2020
End Date: 11/2020

County of Orange
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701
Contact: Albert Rodriguez
albert.rodriguez@ocpw.ocgov.com

JOC Pavement Maintenance
Contract Amount: $2,584,747.69
Start Date: 07/2020
End Date: 08/2020

2020
PAST WORK REFERENCES

City of Orange
300 E. Chapman Avenue
Orange, CA 92886
Contact: Martin Varona (714) 744-5563
mvarona@cityoforange.org

Annual Slurry Seal FY 19-20
Contract Amount: $377,737.78
Start Date: 06/2020
End Date: 12/2020

City of Norco
2870 Clark Avenue Norco, CA 92860
Contact: Sam Nelson (951) 270-5607
snelson@ci.norco.ca.us

FY 2019-2020 Slurry Seal Project
Contract Amount: $147,708.97
Start Date: 06/2020
End Date: 12/2020

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Contact: Brittany Duhn (Z & K Consultants)
bduhn@zandkconsultants.com

Annual Residential Street Rehab – Phase 1
Contract Amount: $5,295,068.00
Start Date: 05/2020
End Date: 11/2020

2019
PAST WORK REFERENCES

City of Simi Valley
2929 Tapo Canyon Rd.
Simi Valley, CA 93063
Contact: Sarah Sheshebor (805)583-6792
sshesheb@simivalley.org

Simi Valley Minor Street Rehabilitation
Contract Amount: $510,124.25
Start Date: 07/2019
End Date: 08/2019

County of Ventura
501 Poli Street
Ventura, CA 93001
Contact: Christopher Solis (805) 654-2054
chris.solis@ventura.org

Yerba Buena Area Resurfacing Project
Contract Amount: $3,919,808.95
Start Date: 06/2019
End Date: 12/2019

City of Stanton
7800 Katella Avenue
Stanton, CA. 90680
Contact: Guillermo Perez (714) 890-4204
gperez@ci.stanton.ca.us

2019 Citywide Street Resurfacing
Contract Amount: $1,206,869.00
Start Date: 10/2019
End Date: 12/2019

City of Compton
205 S. Willowbrook Avenue
Compton, CA. 90220
Contact: John Strictland (310) 605-5505
jstrictland@comptoncity.org

Road Repair Service (Pothole Repair)
Contract Amount: $1,019,100.00
Start Date: 08/2019
End Date: 11/2019

City of San Clemente
910 Calle Negocio
San Clemente, CA. 92673
Contact: Darra Koger (949) 361-3138
kogerD@san-clemente.org

Street Rehabilitation for S. Avenue LA Esperanza
Contract Amount: $384,055.00
Start Date: 09/2019
End Date: 10/2019

City of South Gate
8650 California Avenue
South Gate, CA. 90280
Contact: John Rico (323) 563-9594
jrico@sogate.org

Circle Park Driveway Project
Contract Amount: $268,576.00
Start Date: 06/2019
End Date: 09/2019

2019
PAST WORK REFERENCES

Pardee Homes
1250 Corona Pointe Court, Ste. 600
Corona, CA. 92879
Contact: Nick Lasher (951) 428-4442
nick.lasher@pardeehomes.com

Railroad Canyon Widening
Contract Amount: $5,062,746.00
Start Date: 11/2018
End Time: 08/2019

City of Fontana
8353 Sierra Avenue
Fontana, CA. 92335
Contact: Kimberly Young (909) 350-7632
kyoung@fontana.org

Citrus Avenue Improvements
Contract Amount: $502,730.00
Start Date: 08/2018
End Date: 10/2019

DR Horton
2280 Wardlow Circle Ste. 100
Corona, CA. 92880
Contact: Keith Alex (951) 830-5872
kalex@drhorton.com

Singlton Road
Contract Amount: $1,684,000.00
Start Date: 07/2018
End Date: 12/2019

City of Ontario
2201 Dupont Dr. #300
Irvine, CA. 92612
Contact: Kavous Emami (909) 628-6234

Eucalyptus Street Improvements
Contract Amount: $1,580,580.00
Start Date: 3/2018
End Date: 10/2019

Irvine Community Development Company
550 Newport Center Dr. Ste. 550 B2
Newport Beach, CA. 92660
Contact: Mike Morse (949) 720-2560

Portola Springs PA-6 Enclave 5B Phase1, 2
Contract Amount: $2,055,055.00
Start Date: 09/2018
End Date: 12/2019

City of Downey
11111 Brookshire Avenue
Downey, CA. 90241
Contact: Desi Gutierrez, (562) 904-7110
dgutierr@downeyca.org

FY 18/19 Slurry Seal Project
Contract Amount: $313,425.87
Start Date: 06/2019
End Date: 12/2019

2019
PAST WORK REFERENCES

City of Chino
PO Box 667
Chino, CA. 91708
Contact: Dustin Postovoit (909) 334-3415
apostovoit@cityofchino.org

Slurry Seal Maintenance Work
Contract Amount: $372,805.00
Start Date: 1/2019
End Date: 12/2019

City of Lancaster
44933 Fern Avenue
Lancaster, CA. 93534
Contact: Greg Wilson (661) 570-8003
gwilson@cityoflancasterca.org

2018 Pavement Management Program
Contract Amount: $2,720,103.65
Start Date: 3/2019
End Date: 12/2019

City of Colton
650 N. La Cadena Dr.
Colton, CA. 92324
Contact: Victor Ortiz (909) 370-5099
vortiz@coltonca.gov

FY 18-19 Asphalt Paving Project
Contract Amount: $1,377,700.00
Start Date: 3/2019
End Date: 11/2019

City of Cathedral City
68700 Ave Lalo Guerrero
Cathedral City, CA. 92234
Contact: John A. Corella (760) 770-0349
jcorella@cathedralcity.gov

Ortega Road Widening
Contract Amount: $459,998.00
Start Date: 2/2019
End Date: 12/2019

City of San Clemente
910 Calle Negocio
San Clemente, CA. 92673
Contact: Gary Voborsky (949) 361-6132
voborskyg@san-clemente.org

Arterial Street Pavement Maintenance
Contract Amount: $1,187,187.00
Start Date: 3/2019
End Date: 7/2019

DESIGNATION OF SUBCONTRACTORS

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

Include this "Designation of Subcontractors" form and "Subcontractors Workers Classification Form" with Bid

In compliance with sections 4100-4114 of the California Public Contract Code, each Bidder shall submit the name, contractor license number, and business location of each subcontractor who will perform work or labor or render service to the Contractor for the construction of the work performed under these specifications in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid. If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set fourth. (Attach additional forms as necessary)

Name of Subcontractor	Street Address of Shop, Mill or Office	Type of Work/Category Contract	$ Value of Work to be Performed	DIR Registration Number	Subcontractor's License Number, Type, Expiration Date
CAL-STRIPE	2040 E. STEEL RD - COLTON	STRIPING	$187,425.00	1000001100	685387 A
CASE LAND SURVEYING	614 N. ECKHOFF ST. - ORANGE	SURVEY	$7,000.00	1000001533	L5411
MD RUBBERIZED CRACKFILL	32 RANCHO CIR LAKE FOREST CA	CRACKSEAL	$22,979.74	1000006438	986686 A
TRAFFIC LOOPS CRACKFILLING	946 S. EMERALD ST. ANAHEIM, CA	LOOPS	$2,900.00	1000003794	652956 C10, C32

If no subcontractors will be used, write "NONE" here: _____

I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed this 1ST day of DEC, 2021, in Corona, California

By: _____ Edward J. Carlson, Vice Pres.

Contractor Company Name: All American Asphalt

DESIGNATION OF SUBCONTRACTORS FORM MUST BE TURNED IN WITH BID

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On December 1, 2021 (Date) before me, B. Royster, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (Name(s) of Signer(s)),

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

B. ROYSTER
Notary Public - California
Riverside County
Commission # 2260352
My Comm. Expires Oct 26, 2022

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

WITNESS my hand and official seal.

Signature B. Royster (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Designation of Subcontractors – City of El Monte

Document Date: December 1, 2021 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

□ Individual

X Corporate Officer — Title(s): Vice President

□ Partner □ □ Limited □ General

□ Attorney in Fact

□ Trustee

□ Other: _____

Signer is Representing:
All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

□ Individual

□ Corporate Officer — Title(s): _____

□ Partner □ □ Limited □ General

□ Attorney in Fact

□ Trustee

□ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM							
Subcontractor Business Name	CalState Inc						
Subcontractor Registration Number with DIR	1000001100						
Contact Person Name	Corey Rivers						
Contact Person Title	Estimator / Project Manager						
Contact Person Phone Number	909-721-1261						
Contact Person E-mail Address	crivers@calstate.com						
Workers Classifications	Carpenters						
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT **MASONS**		DRYWALL FINISHER		DRYWALULATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
X	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		**SOUND/COMM**		SURVEYORS		TEAMSTER
	TILE WORKERS						

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

If no subcontractors will be used, write "NONE" here: _____

SUBCONTRACTORS WORKERS CLASSIFICATION FORM MUST BE TURNED IN WITH BID

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM							
Subcontractor Business Name	Case Land Surveying, Inc.						
Subcontractor Registration Number with DIR	1000001533						
Contact Person Name	Larry V. Case						
Contact Person Title	President						
Contact Person Phone Number	714-628-8948						
Contact Person E-mail Address	clsi@caselandsurveying.com						
Workers Classifications							
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT **MASONS**		DRYWALL FINISHER		DRYWALULATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		**SOUND/COMM**	✓	SURVEYORS		TEAMSTER
	TILE WORKERS						

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

If no subcontractors will be used, write "NONE" here: _____

SUBCONTRACTORS WORKERS CLASSIFICATION FORM MUST BE TURNED IN WITH BID

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM							
Subcontractor Business Name	MD RUBBERIZED CRACKSEAL						
Subcontractor Registration Number with DIR	1000006438						
Contact Person Name	MIKE MORGAN						
Contact Person Title	PROJ MGR						
Contact Person Phone Number	949-273-6130						
Contact Person E-mail Address	MDCRACKSEAL@GMAIL.COM						
Workers Classifications							
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT **MASONS**		DRYWALL FINISHER		DRYWALULATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
X	LABORERS		MILLWRIGHTS	X	OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		**SOUND/COMM**		SURVEYORS		TEAMSTER
	TILE WORKERS						

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

If no subcontractors will be used, write "NONE" here: _____

SUBCONTRACTORS WORKERS CLASSIFICATION FORM MUST BE TURNED IN WITH BID

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM	
Subcontractor Business Name	Traffic Loops Crackfilling, Inc.
Subcontractor Registration Number with DIR	1000003794
Contact Person Name	Mai-Lan Nguyen
Contact Person Title	President
Contact Person Phone Number	(714) 520-4026
Contact Person E-mail Address	admin@trafficloops.net

Workers Classifications

	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT **MASONS**		DRYWALL FINISHER		DRYWALULATHERS
x	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
x	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		**SOUND/COMM**		SURVEYORS		TEAMSTER
	TILE WORKERS						

Subcontractor Business Name	
Subcontractor Registration Number with DIR	
Contact Person Name	
Contact Person Title	
Contact Person Phone Number	
Contact Person E-mail Address	

Workers Classifications

	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT **MASONS**		DRYWALL FINISHER		DRYWALULATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		**IRON** WORKERS
	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		**SOUND/COMM**		SURVEYORS		TEAMSTER
	TILE WORKERS						

If no subcontractors will be used, write "NONE" here: _____

SUBCONTRACTORS WORKERS CLASSIFICATION FORM MUST BE TURNED IN WITH BID

Sal Mendez, P.E.
Public Works & Utilities Director

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
Engineering Division
November 16, 2021

ADDENDUM NO. 2

FOR
BIDDING SOLICITATION PACKET
TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016 PROJECTS

TO ALL PROSPECTIVE PROPOSERS:

The following addendum is hereby made a part of the BIDDING SOLICITATION PACKETFOR ***TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016 PROJECTS***, as fully and completely as if the same were set forth therein. This Addendum No. 1 includes Pages 1 and 2.

Mandatory Pre Bid Meeting

The Notice Inviting Bids included a Mandatory Prebid Meeting on November 10, 2021 at 10:00 AM. The Specifications included a Mandatory Prebid Meeting on November 11, 2021 at 10:00 AM. The City will add an additional Mandatory Prebid Meeting on Wednesday November 17, 2021 at 12:30 in the afternoon as an additional option for bidders to attend at least one of those dates listed above. Bidders that attended on November 10,2021 or November 11, 2021 do not need to re-attend on November 17, 2021. Bidders must attend at least one mandatory pre-bid meeting at Tony Arceo Memorial Park (at bandstand), 3125 Tyler Avenue, El Monte, CA, 91731. Meet at the park bench tables near the north west end of the park.

Bid Schedule

The *Bid Schedule* has been revised and item no. 27 added. Refer to the attached revised *Bid Schedule.*

Page 142 Add Bid Item 27

BID ITEM No. 27 –FIELD ORDER ALLOWANCE
This bid item is an allowance for Field Orders and will be executed with written documentation from the City in accordance with General Conditions Section 2.03(a)(1), 2.04, and 2.05.

Answers to Bidders Questions

Question No. 1 Issued on 11/15/2021 11:08:32 AM "*Bid documents (invitation to bid): A new*

sewer line will be installed. "The proposed work includes the construction of new sewer mains and laterals in City Streets." There is no mention of sewer work in the plans. Could you please advise?"

Answer – Please refer to Addendum No. 1 Issued on November 10, 2021 item *Invitation to Bid*

Question No. 2 Issued on 11/15/2021 11:17:40 AM, "*Could you please send us a copy of the signing sheet?"*

Answer – Bidders Attendance List will be posted on Planet Bids when they become available.

Any and all notifications or Addendums must be acknowledged via signature by the Proposer and made part of and incorporated as part of the Proposal.

Please sign the acknowledgment below and include it as part of your Proposal.

Sincerely,

Luanne Bean, PE
Project Manager | City of El Monte

CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT
Engineering Division
November 16, 2021

Sal Mendez, P.E.
Public Works & Utilities Director

ADDENDA ACKNOWLEDGMENT

TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016 PROJECTS

Proposer shall signify receipt of all addenda (if any) here:

Addendum No. 2

Respectfully submitted,

ALL AMERICAN ASPHALT
Company Name

EDWARD J. CARLSON
Proposer's Legal Name

Proposer's Legal Signature

VICE PRESIDENT
Title

400 E. SIXTH ST.
CORONA, CA 92879
Street Address

951-736-7600
Telephone Number

12-1-2021
Date

Sal Mendez, P.E.
Public Works & Utilities Director

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
Engineering Division
November 10, 2021

ADDENDUM NO. 1

FOR
BIDDING SOLICITATION PACKET
TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016 PROJECTS

TO ALL PROSPECTIVE PROPOSERS:

The following addendum is hereby made a part of the BIDDING SOLICITATION PACKETFOR ***TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016 PROJECTS***, as fully and completely as if the same were set forth therein. This Addendum No. 1 includes Pages 1 and 2.

Mandatory Pre Bid Meeting

The Notice Inviting Bids included a Mandatory Prebid Meeting on November 10, 2021 at 10:00 AM. The Specifications included a Mandatory Prebid Meeting on November 11, 2021 at 10:00 AM. The City will hold BOTH mandatory prebid meetings as options for bidders to attend at least one of those dates listed above. Bidders that attended on November 10,2021 do not need to re-attend on November 11, 2021. Bidders must attend at least one mandatory pre-bid meeting on either November 10, 2021 or November 11, 2021 at 10:00 AM at Tony Arceo Memorial Park (at bandstand), 3125 Tyler Avenue, El Monte, CA, 91731.

Liquidated Damages

Replace Page 38 item 6 Liquidated Damages: which states, "*Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of Five Thousand Dollars ($5,000.00) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.*"

With the following paragraph, "*Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of One Thousand Five Hundred Dollars ($1,500.00) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.*"

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
Engineering Division
November 10, 2021

Sal Mendez, P.E.
Public Works & Utilities Director

Invitation to Bid

Replace the last paragraph on Page 2 which states, "*The proposed work consists of the construction of new sewer mains and laterals in the City Streets, in addition to construction of new sewer laterals through private properties, to facilitate abandonment of the existing sewer main located in the backyard easements of the City of El Monte residences. The project also includes pavement rehabilitation, removal and replacement of curb ramps, and concrete gutter within the new sewer improvement area and two additional areas of the City of El Monte, as set forth in the Contract Drawings and Technical Specifications for the project. The City Engineer's estimate for the project is One Million Four Hundred and Eighty Thousand ($1,480,000).*"

With the following paragraph, "*The proposed work consists of the Pavement and Rehabilitation Improvements including pavement grinding, ARHM and overlay, full depth pavement reconstruction at designated location on the plans, reconstruction of PCC bus pads at designated locations, traffic striping and signage, and replacement of traffic loops in the City of El Monte, as set forth in the Contract Drawings and Technical Specifications for the project. The Engineer's Estimate for the project is $1,480,000.*"

Any and all notifications or Addendums must be acknowledged via signature by the Proposer and made part of and incorporated as part of the Proposal.

Please sign the acknowledgment below and include it as part of your Proposal.

Sincerely,

Luanne Bean, PE
Project Manager | City of El Monte

CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT
Engineering Division
November 10, 2021

Sal Mendez, P.E.
Public Works & Utilities Director

ADDENDA ACKNOWLEDGMENT

TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016 PROJECTS

Proposer shall signify receipt of all addenda (if any) here:

Addendum No. 1

Respectfully submitted,

ALL AMERICAN ASPHALT
Company Name

EDWARD J. CARLSON
Proposer's Legal Name

Proposer's Legal Signature

VICE PRESIDENT
Title

400 E. SIXTH ST.
CORONA, CA 92879
Street Address

951-736-7600
Telephone Number

12-1-2021
Date

AGENDA MANDATORY PRE BID MEETING FOR
TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016 PROJECTS

1st meeting for Sam

Wednesday November 10, 2021, 10:00 am,
Tony Arceo Memorial Park - 3125 Tyler Ave., El Monte, CA 91731.

1.0: Welcome
Roll Call – Confirmation of Attendees Mandatory Sign In
Introduction
- Luanne Bean, PE, City of El Monte (Project Manager)

2.0: Safety Moment
- Covid-19 Safety Measures.

3.0: Contract/Bidding Requirements
- This is a mandatory pre-bid meeting.
- Contract documents for the Project may be obtained through the Planet Bids electronic bidding system: click on the Planet Bids tab, then register on Planet Bids. https://www.planetbids.com/portal/portal.cfm?CompanyID=43375
- Submit questions via Planet Bids, addendums will be issued via Planet Bids, no discussions with City staff during bid process Prior to November 18, 2021 at 4:00 PM
- The Bid Guarantee must be received prior to the specified date and time for bid opening.
- General Contractors License - Class A General Engineering.
- Log in to see low bid after bid closing.
- All Contractors must be registered with the Department of Industrial Relations, this is a prevailing wage project
- Project Labor Agreement / Continuity of Work Agreement for this project
- This is a prevailing wage project, refer to http://www.dir.ca.gov/oprl/DPreWageDetermination.htm.
- Both paper to City Clerk and electronic bid forms to PlanetBids are required

4.0: Project Overview and Description
The proposed work consists of the Pavement and Rehabilitation Improvements including pavement grinding, ARHM and overlay, full depth pavement reconstruction at designated location on the plans, reconstruction of PCC bus pads at designated locations, traffic striping and signage, and replacement of traffic loops in the City of El Monte, as set forth in the Contract Drawings and Technical Specifications for the project.
* NO Sewer Work *

The Engineer's Estimate for the project is $1,480,000.
will have inspect to coord Approv

- Work within Caltrans Right of Way double permit is required. get 2 Permit from Cal
- Contractor to provide construction survey and restoration of all affected monuments need to cover
- Contractor responsible for construction water, meter hydrant.
- Document Control – Procore (All documents to be transmitted via)
- Contractor shall secure and maintain their own staging and materials storage areas at the Contractor's cost you have to secure you own / NO City Staging



5.0 Schedule

- Bids due 2:00 pm PST, December 2, 2021 via Planet Bids and City Clerk
- Discrepancies or omissions in, and/or questions about, the Contract Documents shall be submitted to the AGENCY, in writing, via PlanetBids and shall be received by the AGENCY no later than November 18, 2021 at 4:00 PM
- Contract time 120 Calendar Days from Notice to Proceed
- Notice to Proceed anticipated Jan 2022
- Working Hours – 8:00 am to 4:30 pm, Monday – Friday and subject to Caltrans Restrictions per the Caltrans Permit Requirements, additional restrictions include 9:00 AM and 3:00 PM – high volumes streets Cal Trans may change hrs

6.0 Materials

- The contractor will be responsible for all special inspection and materials testing services.
  - Soils, Base rock, HMA, PCC etc.,
  - Field screening / Testing of disturbed soils (BI 4,5,&6),
- City's Franchised C&D Solid Waste Hauler Valley Vista Services Call for disposal Service
- Safety Plans

7.0 Permits

- No fee encroachment permit from the City of El Monte.
- ~~OSHA excavation permit~~
- Caltrans Double Permit

8.0 Confirmation of Attendees Listed

City - must turn in Bond - orginal

CLAIMING PLAN WITH CLASS IV BIKE LANES
SRCED AVENUE FROM FERN STREET TO TOWNEWAY
AND CLASS III BIKE ROUTE FOR TOWNEWAY
E TO RIO HONDO BIKE PATH, CIP 003 AND
ONTE REGIONAL BICYCLE COMMUTER ACCESS
OVEMENTS, CIP 016 PROJECTS
12-2-2021 @ 2:00 PM
D BOND ENCLOSED"

RECEIVED
CITY CLERK'S OFFICE
2021 DEC -2 A 11:23

ALL AMERICAN
ASPHALT
AN EQUAL OPPORTUNITY EMPLOYER
P.O. BOX 2229, CORONA, CA 92878-2229

TO: OFFICE OF CITY CLERK
CITY OF EL MONTE-CITY HALL EAST
11333 VALLEY BLVD
EL MONTE, CA 91731

RETURN REQUESTED

BID SECURITY

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

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

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and made a part hereof, to enter into a Contract, in writing, for the construction of: **Traffic Calming Plan with Class IV Bike Lanes for Merced Avenue from Fern Street to Towneway Drive; and Class III Bike Route for Towneway Drive to Rio Hondo Bike Path, CIP 003 and El Monte Regional Bicycle Commuter Access Improvements, CIP 016 Projects.**

NOW, THEREFORE,

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

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

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

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 23rd day of November, 2021, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ Affix
EDWARD J. CARLSON, V.P. (Individual Principal)

PO Box 2229 - Corona, CA 92878
(Address) (Business Address)

_____
MICHAEL DARLAS, SECRETARY (Individual Principal)

PO Box 2229 - Corona, CA 92878
(Address) (Business Address)

All American Asphalt
(Corporate Principal)

_____
EDWARD J. CARLSON, VICE PRES.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On December 1, 2021 (Date) before me, B. Royster, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson and Michael Farkas (Name(s) of Signer(s))

,

B. ROYSTER
Notary Public - California
Riverside County
Commission # 2260352
My Comm. Expires Oct 26, 2022

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

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

WITNESS my hand and official seal.

Signature B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Security – City of El Monte

Document Date: November 23, 2021 Number of Pages: 4

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson
- □ Individual
- X Corporate Officer — Title(s): Vice President
- □ Partner □ □ Limited □ General
- □ Attorney in Fact
- □ Trustee
- □ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:
All American Asphalt

Signer's Name: Michael Farkas
- □ Individual
- X Corporate Officer — Title(s): Secretary
- □ Partner □ □ Limited □ General
- □ Attorney in Fact
- □ Trustee
- □ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:
All American Asphalt

400 East Sixth Street, Corona, CA 92879
(Business Address)

_____ Affix
(Corporate Seal)

BID SECURITY (Continued)

ATTEST:

Fidelity and Deposit Company of Maryland
(Corporate Surety)

777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017
(Business Surety)

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

The rate of premium on this bond is N/A per thousand.
Total amount of premium charged $ N/A

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 11/23/2021 before me, Liliana Gomez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

LILIANA GOMEZ
Notary Public - California
Orange County
Commission # 2243326
My Comm. Expires May 20, 2022

Signature Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 11/23/2021
Number of Pages: Two (2) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: Fidelity and Deposit Company of Maryland

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of November, 2021.



Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 11th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

2021

CONSTRUCTION CONTRACT

(Name of Construction Contractor: ALL AMERICAN ASPHALT, INC.X.)
(Name of Project: TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016)

THIS CONSTRUCTION CONTRACT (hereinafter, "Contract") is made and entered into this 14th day of December 2021 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and ALL AMERICAN ASPHALT, INC.X. (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 as appropriate.

RECITALS

WHEREAS, CITY requires construction services for Construction Contractor: ALL AMERICAN ASPHALT, INC.X.) (Name of Project: TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016 (hereinafter, the "Project"); and

WHEREAS, CITY issued notice inviting competitive bids for the Project on November 4, 2021; and

WHEREAS, following the opening of bids on December 2, 2021, CONTRACTOR was determined to be the lowest responsive and responsible bidder for the Project; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of December 14, 2021 under Agenda Item No. [INSERT AGENDA ITEM NO].

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

I.

TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016

THE CONTRACT DOCUMENTS

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

a) Invitation to Bid entitled "TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016" dated, November 4, 2021, (hereinafter, the "Bid Solicitation Packet");
b) CONTRACTOR's submitted Bid Proposal, dated December 2, 2021, which is attached hereto as **Exhibit "A"**;
c) CONTRACTOR's submitted Bid Schedule which is attached and incorporated hereto as **Exhibit "B"**;
d) CONTRACTOR's submitted Designation of Subcontractors, dated December 2, 2021, which is attached and incorporated hereto as **Exhibit "C"**;
e) This Contract (Contract No. [INSERT CONTRACT NO.]);
f) CONTRACTOR's Bid Security dated December 2 12, 2021, which is attached hereto as **Exhibit "D"**;
g) CONTRACTOR's Payment Bond No. [INSERT BOND NO.], dated [INSERT DATE OF PAYMENT BOND], a true and correct copy of which is attached hereto as **Exhibit "E"**;
h) CONTRACTOR's Performance Bond No. [INSERT BOND NO.], dated [INSERT DATE OF PERFORMANCE BOND], a true and correct copy of which is attached hereto as **Exhibit "F"**;
i) That certain Continuity of Work Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions as amended by way of that certain 2018 First Amendment to Continuity of Work Agreement, Contract No. 18PW04027, dated April 24, 2018 (hereinafter, the "PLA"). A true and correct copy of the PLA is attached and incorporated hereto as **Exhibit "G"**
j) CONTRACTOR's submitted Non-Collusion Declaration, dated December 2, 2021, which is attached and incorporated hereto as **Exhibit "H"**;
k) CONTRACTOR's Certification Regarding Worker's Compensation, which is attached and incorporated hereto as **Exhibit "I"**;
l) Contract Drawings;
m) Technical Specifications of the Bid Solicitation Packet;
n) Supplementary and Special Conditions to the Bid Solicitation Packet, if any;
o) All documents made a part of this Contract under the terms of the Bid Solicitation Packet; and
p) All Change Orders approved by CITY.

II.
WORK TO BE PERFORMED

2.1 The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, ACTIVE TRANSPORTATION FOR EL MONTE STATION AND DOWNTOWN EL MONTE PROJECT, CIP NO. 890, as called for, and in the manner designated in, and in strict conformity with the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives. The CITY hereby designates as its representative for the purpose of this Contract the following named person: The Director of Public Works and Utilities.

III.
CONTRACT PRICE

3.1 The CITY agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the work, above agreed to be done, the sum of Eight Hundred Ninety-Seven Thousand Twenty-Four Dollars and Sixteen Cents **($897,024.16)** for the Project (hereinafter, the "Bid Price").

IV.
COMPLETION DATE

4.1 The Project shall be commenced on the date specified in the Notice to Proceed. The total project shall be completed One-hundred twenty (120) working days after the date of the Notice to Proceed. The terms "workday" or "working day" mean any day of the week excluding Saturday, Sunday or any federal holiday.

V.
NOTICE AND SERVICE THEREOF

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

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

City of El Monte

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

With a copy to:
All American Asphalt
Attn: Edward J. Carlson, Vice President
P.O. Box 2229
Corona, CA 92878

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

All American Asphalt
Attn: Edward J. Carlson, Vice President
P.O. Box 2229
Corona, CA 92878

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

VI.
LIQUIDATED DAMAGES

6.1 Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of One Thousand Five Dollars ($1,500) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.

VII.
PREVAILING WAGE

7.1 Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are on file at the CITY, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided by the CITY are current and accurate. The requirement

to pay the wage rate so specified is further detailed in the General Conditions. Copies of the prevailing rate of per diem wages may also be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or online at: http://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

VIII.
CONTRACTOR REGISTRATION

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

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE

By:_____
Alma K. Martinez
City Manager

Date:_____

ALL AMERICAN ASPHALT, INC.

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

PERFORMANCE BOND

The CITY OF EL MONTE , hereinafter "City," entered into a Contract dated _____ _____, 20___ with _____ hereinafter Contractor," for the work described as follows:

TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016

WHEREAS, said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract; and

WHEREAS, the Contract is by reference made a part hereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____ [corporate surety]_____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of [WRITTEN NUMBER] [(NUMBER)], lawful money of the United States, said sum being not less than one hundred percent (100%) of the total Contract amount, for the payment of which sum be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above-bounded Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and perform the covenants, conditions, and agreements in said Contract and any alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of said work, during which time if the above-bounded Contractor, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the City from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ _____ day of _____, 20___.

_____
(Contractor as Principal)

(Seal) By _____

(Seal) By _____

NOTE: If Contractor is a Partnership, all parties must execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

PAYMENT BOND

The CITY OF EL MONTE, hereinafter "City," has awarded to _____, hereinafter "Contractor," a Contract for the work described as follows:

TRAFFIC CALMING PLAN WITH CLASS IV BIKE LANES FOR MERCED AVENUE FROM FERN STREET TO TOWNEWAY DRIVE; AND CLASS III BIKE ROUTE FOR TOWNEWAY DRIVE TO RIO HONDO BIKE PATH, CIP 003 AND EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS, CIP 016

WHEREAS, the Contractor is required by the Contract and by the provisions of Third Division, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

NOW, THEREFORE, we, _____ , the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ in the sum of [WRITTEN NUMBER] [(NUMBER)], said sum being not less than one hundred (100) percent of the total Contract amount payable by the City, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, its heirs, executors, administrators, successors, and assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 9100, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor thereon of any kind, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in the Contract; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees to the prevailing party to be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

It is further stipulated that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or

agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the Contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the City and original contractor or on the party of the obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Sections 8400 and 8402 of the California Civil Code and has not been paid the full amount of its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____ , 20___.

_____
(Contractor as Principal)

(Seal) By _____

(Seal) By _____

NOTE: If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

TO: Salvador Mendez, Public Works Director
City of El Monte
Public Works Department
El Monte City Hall – West, 2nd Floor
El Monte, CA 91731

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

_____
(Contractor)

By _____

_____

_____
(Business Address)

_____

_____

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance
Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's elected and appointed officials, officers, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions
The automobile liability and general liability policies are to contain, or be endorsed to contain, the following provisions:

1. City and City's elected and appointed officials, officers, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

endorsement to the Contractor's insurance, or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects City and City's elected and appointed officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by City and City's elected and appointed officials, officers, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by the clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City.

Acceptability for Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those forms or policies are approved by the City and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors
Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

GENERAL LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

GENERAL LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF EL MONTE (the "Entity)

ENDORSEMENT NO:	ISSUE DATE:

PRODUCER

Telephone

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period : (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $_____
with an Aggregate of $ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here ☐ in which case only the following specific agreements and permits with the Entity are covered:
ENTITY AGREEMENTS/PERMITS:

TYPE OF INSURANCE

☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMIT IN THOUSANDS EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		

CLAIMS: Underwriter's representative for claims pursuant to this insurance

Name:_____

Address_____

_____

Telephone (____)_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as additional insured with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured for or on behalf of the Entity; or (b) products sold by the Named Insured to the Entity; or (c) premises leased by the Named Insured from the Entity, the insurance afforded by this policy shall be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, or materially reduced in coverage or limits excepts after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials employees or volunteers.
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
   (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
   (2) If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY

City of El Monte
11333 Valley Boulevard
El Monte, CA 91731
Attn: _____

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(ORIGINAL SIGNATURE REQUIRED)

Telephone: (____) Date Signed

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

ENDORSEMENT NO:	ISSUE DATE:

FOR THE CITY OF EL MONTE (the "Entity")

PRODUCER	POLICY INFORMATION:
	Insurance Company: Policy No.: Policy Period : (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits
Telephone	☐ Deductible ☐ Self-Insured Retention (check which) of $_____ with an Aggregate of $ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here ☐ in which case only the following specific agreements and permits with the Entity are covered: ENTITY AGREEMENTS/PERMITS:
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS

LIMIT OF LIABILITY	CLAIMS: Underwriter's representative for claims pursuant to this insurance
$ _____ per accident, for bodily injury and property damage	Name: _____ Address: _____ Telephone _____ ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as additional insured with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
3. PROVISION REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials, employees or volunteers.
4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
   (1) If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER	
ENTITY City of El Monte 11333 Valley Boulevard El Monte, CA 91731 Attn: _____	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (ORIGINAL SIGNATURE REQUIRED) Telephone: ( ) Date Signed

WORKERS COMPENSATION AND EMPLOYERS LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF EL MONTE (the "Entity")

ENDORSEMENT NO:	ISSUE DATE:

PRODUCER	POLICY INFORMATION:
Telephone	Insurance Company: Policy No.: Policy Period : (from) (to)
NAMED INSURED	OTHER PROVISIONS
CLAIMS: Underwriter's representative for claims pursuant to this insurance Name: _____ Address: _____ Telephone(_____)	EMPLOYERS LIABILITY LIMITS $ _____ (Each Accident) $ _____ (Disease -Policy Limit) $ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. This insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY	AUTHORIZED
City of El Monte 11333 Valley Boulevard El Monte, CA 91731 Attn: _____	REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (ORIGINAL SIGNATURE REQUIRED) Telephone: ( ) _____ Date Signed _____

CERTIFICATE OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

Insurer:
Policy No.:
Endorsement:

ADDITIONAL INSURED

OWNERS, LESSEES OR CONTRACTORS (FORM B)

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, and volunteers.

2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.

_____
Signature-Authorized Representative

_____
Address

_____

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. 2994 was introduced for a first reading on the 2nd day of February, 2021 and approved for a second reading and adopted by said Council at its regular meeting held on the 16th day of February, 2021 by the following vote, to-wit:

AYES: Mayor Ancona, Mayor Pro Tem Martinez Muela, Councilmembers Herrera, Dr. Morales and Puente

NOES: None

ABSTAIN: None

ABSENT: None

Catherine A. Eredia, City Clerk
City of El Monte

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 6, 2021

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR INSPECTION & LABOR COMPLIANCE SERVICES FOR THE SIDEWALK & CURB RAMP RECONSTRUCTION PROJECT, PHASE 1 & 2, CIP NO. 052

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Professional Services Agreement (PSA) with NV5, Inc. for Inspection and Labor Compliance Services for the Sidewalk & Curb Ramp Reconstruction Project, Phase 1 & 2, CIP No. 052 (the "Project") for a not-to-exceed amount of $175,329 which includes an Agreement amount of $159,390 plus an approximate 10% contingency of $15,939; and

2. Authorize the City Manager, or her designee, to execute the PSA with NV5, Inc.

BACKGROUND

The City of El Monte (the "City") Public Works Department (the "Department") is responsible for the construction, repair, and maintenance of City sidewalks. With the City's aging infrastructure, the need for repair and maintenance of sidewalks has increased.

A Sidewalk Inventory Report ("Report") was established to identify the location and condition of sidewalks and curb ramps and provided data that will aid the City to actively manage, track, and update ongoing sidewalk and curb ramp maintenance programs and conditions. The Report also sub-divided the City into identifiable maintenance

zones to assist in prioritizing future projects. This Report was completed and brought to City Council on August 17, 2021, to receive and file.
Engineering Division initiated a Sidewalk & Curb Ramp Reconstruction Project (the "Project") as part of the FY2021-2022 Capital Improvement Program (CIP).

The Project prioritized the areas in the City that have high occurrence of damaged and/or uplifted sidewalks. The Project is divided into two (2) phases. The first phase is located within Maintenance Zone No. 7, 11, and 13 while the second phase is located within Maintenance Zone No. 6, 5, and 10 of the City (Attachment 1).

Phase 2 will be included with Phase 1 as part of the construction project anticipated for Spring 2022 if grant funding is secured else it will be programmed for FY22-23 CIP.

Improvements consist of the removal and reconstruction of damaged and uplifted sidewalks, curb and gutters, reconstruction of non- ADA curb ramp with the project limits, and grinding of sidewalk panels with minor deficiencies. It is the goal of this Project to improve pedestrian safety, mobility, and access within the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 20, 2021, the City advertised a Request for Proposal (RFP) for professional consultant firms to submit proposals to provide Inspection and Labor Compliance Services for the Project in the City's local newspaper, PlanetBids, and the City's website. The Project was advertised for a total of four (4) weeks.

On October 14, 2021, seven (7) proposals were received. Each proposal was evaluated and ranked based on the proposer's expertise, experience and training; project approach, schedule control, and compliance with the Project's RFP. Based on the RFP'S evaluation criteria NV5, Inc. was ranked number one (1).

Construction Inspection & Labor Compliance Services

1. NV5 Inc.
2. KOA Corporation
3. Interwest Consulting Group
4. Cannon Corporation
5. Transtech Engineers
6. Willdan Engineering
7. Pacifica Services Inc.

It is staff's recommendation to award the PSA for Inspection and Labor Compliance Services to NV5, Inc. for an Agreement amount of $159,390 plus an approximate 10% contingency of $15,939 for a not-to-exceed amount of $175,329.

FISCAL IMPACT/FINANCING

The Project is budgeted under the Capital Improvement Program FY 2021-2022. The PSA will be funded with Measure M funds under Account Number 225-67-052-8221.

CONCLUSION

Staff recommends that the City Council approve a PSA with NV5, Inc. for the Sidewalk and Curb Ramp Reconstruction Project, CIP 052 for a not-to-exceed amount of $175,329; and authorize the City Manager, or her designee, to execute the Agreement with NV5.

Respectfully submitted,

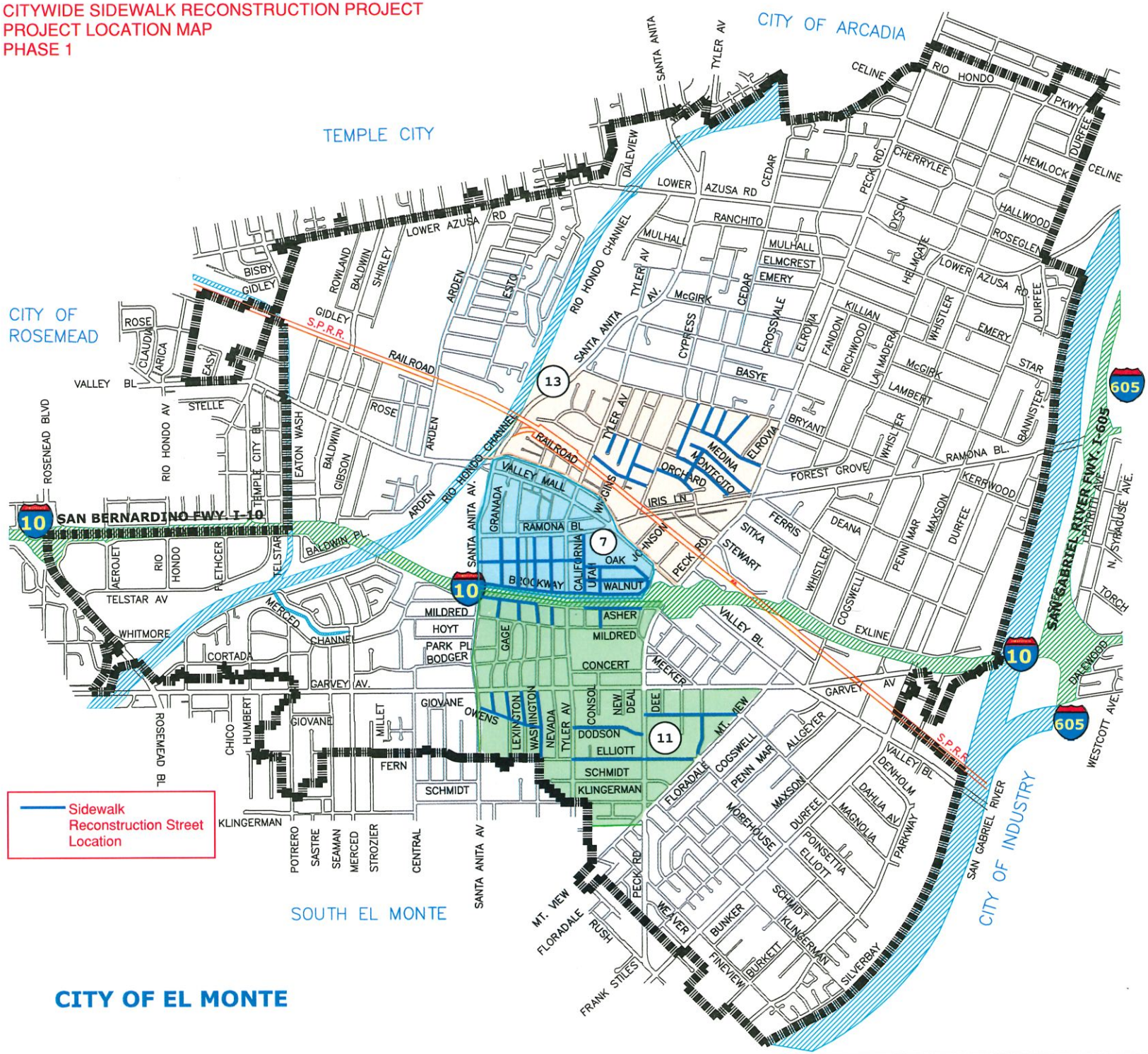
ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

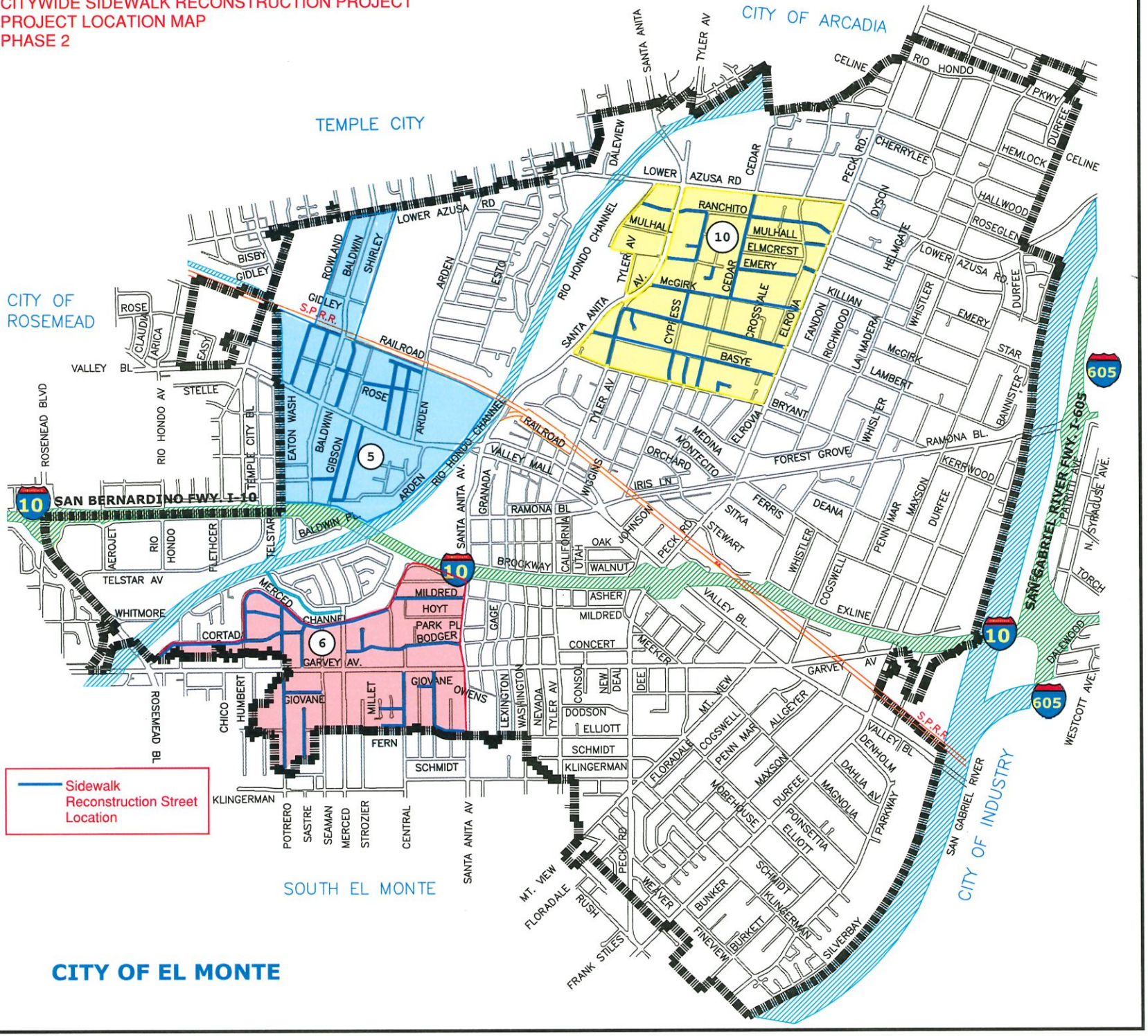
Attachment 1: Project Location Map
Attachment 2: Professional Services Agreement

DATE: DECEMBER 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITYWIDE SIDEWALK RECONSTRUCTION PROJECT
PROJECT LOCATION MAP
PHASE 1



CITYWIDE SIDEWALK RECONSTRUCTION PROJECT
PROJECT LOCATION MAP
PHASE 2



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

ATTACHMENT 2

Professional Services Agreement

2021
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Citywide Sidewalk Reconstruction Project – CIP 052)
(Parties: NV5, Inc. and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2021 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and NV5, Inc. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires construction inspection and CDBG labor compliance services in connection with the City's pending Sidewalk & Curb Ramp Reconstruction Project (CIP No. 052) (hereinafter, the "Project"); and

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

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Adjourned Regular Meeting of December 14, 2021 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 and ending thirty (30) calendar days following the El Monte City Council's acceptance of the Project as complete (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 WORK:

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 "Request for Proposal for Professional Construction Inspection and Community Development Block Grant (CDBG) Labor Compliance Services", (hereinafter, "CITY RFP") and the written proposals of CONSULTANT entitled "Professional Construction Inspection and CDBG Labor Compliance for the Sidewalk & Curb Ramp Reconstruction Project (Phase 1)" and "Professional Construction Inspection and CDBG Labor Compliance for the Sidewalk & Curb Ramp Reconstruction Project (Phase 2)" (hereinafter, the "CONSULTANT Proposal") both dated October 14, 2021. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

A. CONSULTANT shall 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;

B. 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;

C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

D. 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 "Fee Proposal-Professional Construction Inspection and CDBG Labor Compliance for the Sidewalk & Curb Ramp Reconstruction Project (Phase 1)" and "Fee Proposal-Professional Construction Inspection and CDBG Labor Compliance for the Sidewalk & Curb Ramp Reconstruction Project (Phase 2)" (hereinafter, the "COMPENSATION RATE") the Compensation Rate documents are attached and

incorporated hereto as **Exhibit "C"** respectively. 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 **ONE HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED NINETY DOLLARS ($159,390)** (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 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 Sal Mendez, Director of Public Works (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.

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

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

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state 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 shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy

of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per claim.

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. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure

to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT will cure the Event of Default 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 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services

and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

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

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

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

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

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

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

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this

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

VI.
MISCELLANEOUS PROVISIONS

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

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the 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:
NV5, Inc.
163 Technology Drive, Suite 100,
Irvine, CA 92618
Attn: Jeffrey Cooper
Phone: (949) 585-0477

CITY:
City of El Monte
Public Works Department
City Hall – West, 2nd Floor
11333 valley Boulevard
El Monte, CA 91731
Attn: Sal Mendez, Public Works Director
Phone: (626) 580-2058

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 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

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

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE:

By:_____
Alma K. Martinez, City Manager

Date:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, City Attorney

NV5, INC.:

By:_____

Name:_____

Title:_____

Date:_____

EXHIBIT "A"
CITY RFP

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

REQUEST FOR PROPOSAL (RFP)
FOR

PROFESSIONAL CONSTRUCTION INSPECTION AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LABOR COMPLIANCE SERVICES

FOR THE CONSTRUCTION OF

SIDEWALK & CURB RAMP RECONSTRUCTION PROJECT
(CIP NO. 052)

SEPTEMBER 2021

IMPORTANT DATES

RFP ISSUED	September 20, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00PM	September 27, 2021
RELEASE OF INFORMATION REQUESTED	September 30, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 5:00 PM	October 14, 2021
AWARD DATE	November 16, 2021
APPROXIMATE START DATE	December 6, 2021

REQUEST FOR PROPOSALS (RFP)

FOR

PROFESSIONAL CONSTRUCTION INSPECTION AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LABOR COMPLIANCE SERVICES

FOR THE CONSTRUCTION OF

SIDEWALK & CURB RAMP RECONSTRUCTION PROJECT (CIP NO. 052)

Table of Contents

1. OVERVIEW....2
2. PROJECT BACKGROUND/PROJECT DESCRIPTION....2
3. SCOPE OF SERVICES....3
4. PROPOSAL FORMAT....7
5. EVALUATION CRITERIA....8
6. SELECTION PROCESS....9
7. PROPOSAL REQUIREMENTS....9
8. INSURANCE REQUIREMENTS....12

ATTACHMENT A – PROJECT LOCATION MAP
ATTACHMENT B – FEDERAL REQUIREMENTS
EXHIBIT 1 – SAMPLE PROFESSIONAL SERVICES AGREEMENT

REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSTRUCTION INSPECTION AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LABOR COMPLIANCE SERVICES FOR

SIDEWALK & CURB RAMP RECONSTRUCTION PROJECT (CIP NO. 052)

1. Overview

The City of El Monte, County of Los Angeles, State of California ("City") is soliciting proposals from qualified consultant firms for Construction Inspection and Community Development Block Grant (CDBG) Labor Compliance Services for the **"SIDEWALK & CURB RAMP RECONSTRUCTION PROJECT (CIP NO. 052)".** Services include, but not limited to: Preliminary engineering, attend project meetings, oversee the required inspection, materials and geotechnical testing, and oversee the Community Development Block Grant (CDBG) labor compliance. For the purpose of continuity, City prefers the proposed team to be in place for the entirety of the project from the start of construction to project closeout.

The selected consultant shall provide qualified staff to oversee the responsibilities of all aspects related to Construction Inspection and Community Development Block Grant (CDBG) Labor Compliance Services for this project. The assigned staff shall be responsible to fulfill all tasks in accordance with all applicable local, state and federal guideline and law.

All services performed by the consultant or its sub-consultant shall be provided in a manner consistent with the level of care and skill exercised by members of the consultant's or the respective sub-consultant's profession. Such services shall be performed under the direct supervision of qualified and experienced personnel.

2. Project Background/Project Description

The "Sidewalk & Curb Ramp Reconstruction Project" is divided into two phases. The first phase is located within the Maintenance Zone No. 7, 11 and 13 while the second phase is located within the Maintenance Zone No. 6, 5 and 10 of City of El Monte. See Attachment A – Project Location Map.

Improvements consist of but not limited to removal and reconstruction of sidewalk, curb and gutter, driveway approaches, AC pavement, curbs, tree and stump removal, sidewalk grinding, survey monument restoration and all other work as indicated in the construction documents. It is the goal of this project to improve pedestrian safety, mobility and access within the City.

Anticipated Project schedule is as follows:

- Prepare List of Sidewalk Repair Locations: December 2021
- Finalize Construction Documents: January 2022
- Advertise for Construction Bids: January 2022
- Construction Bid Award: February 2022
- Issue Notice to Proceed for Construction: March 2022
- Start of Construction: March 2022

The Project is to be funded using CDBG and Measure M funds. This project is subject to local, state and federal regulations and procurement requirements. Engineer's Estimate is $450,000 for each phase with a total of $900,000. The requested consultant is expected to begin in December 2021, continue the services on March 2022 and be completed by June 2022.

This is a federally-assisted construction project. Federal Labor Standards Provisions outlined in the HUD-4010 form, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The "current Federal Wage Decision" is the one in effect 10-day prior to the bid opening date and can be found on-line at https://beta.sam.gov/. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. "The Consultant's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment." This Project is a "public work," and thus, the Consultant and any Subcontractors must pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site.

The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said section pertaining to employment of registered apprentices are hereby incorporated by reference into these Specifications. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of the Work shall take such actions as necessary to comply with the provisions of Section 1777.5, if applicable.

All Consultant and listed subcontractors must have registered with the California State Department of Industrial Relations pursuant to Labor Code section 1725.5 prior to submitting a bid. Furthermore, a Consultant and all subcontractors must be registered pursuant to Labor Code section 1725.5 before entering into a contract to work on a public project.

In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549, all Bidders must be registered at https://beta.sam.gov/. To determine if a proposed consultant is debarred, grantees should check the federal SAM database. Active registration in SAM is required to apply for an award and for HUD to make a payment.

3. Scope of Services

The City is seeking a qualified proposer to provide technical professional services related to the construction of the following:

- ADA curb ramps enhancements
- Sidewalk, curb, gutter and driveway approach repairs
- Pavement repair
- Monument restoration

The construction is anticipated to be completed within forty-five (45) working days for each phase with a total of ninety (90) working days. In general, the City of El Monte uses

the "Standard Specifications for Public Works Construction" and the "Standard Plans for Public Works Construction" as the basis of a project's plans, specifications, and estimate.

Project Name	Construction Inspector	Arborist	Labor Compliance Coordinator
Sidewalk Reconstruction Project,	8 hours / day	Per Hour As-Needed	Per Hour As-Needed

The selected proposer shall provide a qualified Construction Inspector responsible to oversee the required preliminary engineering, inspection, materials and geotechnical testing of the subject project. Responsibilities include but not limited to:

- Prepare the list of sidewalk repair locations to be included on the Project Specifications.
- Field review all repair locations and provide estimated quantities needed for reconstruction;
- Review the City's Project Specifications and provide recommendations;
- Attend all project related meetings. This includes one (1) kick-off meeting, one (1) pre-construction meeting and bi-weekly meeting;
- Provide at least two (2) public outreach notification via mailers to residents affected by the project - before advertising the project and before the start of construction. Address any question or complaints from residents affected by the construction project;
- Prepare weekly project quantities summary and submit to the City's Project Manager every Monday of each working week. Project Quantities Summary shall include a detailed spreadsheet of quantities of all completed work such as square feet of sidewalk repaired, linear feet of curb and gutter reconstructed number of trees removed, number of curb ramp constructed, etc.
- Supervise and provide construction observation/inspection;
- Manage, monitor, inspect, maintain and keep track of progress of Perpetuation of Survey Monuments by the contractor;
- Provide geotechnical and/or materials testing to assure the contractor's construction methods and materials meet the requirements of the plans and specifications.
- Prepare construction inspector's daily reports with photo documentation and submit electronically to the City's Project Manager every first hour of the next working day;
- Review and periodically track the contractor's construction schedule;
- Provide recommendation for contractor progress payments if necessary;
- Provide recommendation regarding the contractor's request for contract change orders if necessary;
- Notify the City immediately about unclear utility conduits exposed during excavation;
- Approve minor additions to quantities such as sidewalk additions within the approved project contingency;
- Notify the City immediately about major additions to quantities; and
- Coordinate and schedule for a final walk through inspection with contractor and prepare a "punch-list for project closeout"; and;
- Make recommendation for substantial completion.

The selected proposer shall provide a qualified consultant responsible to oversee the Community Development Block Grant (CDBG) labor compliance. Responsibilities include but not limited to:

- Review the Project Specifications and confirm that it follows the provisions of the Federal Standards, Rules, Regulations and Requirements, including Davis-Bacon Prevailing Wage Rates and State prevailing Wage.
- Attend, present, and prepare meeting minutes for pre-construction conference in order to present CDBG requirements to contractors.
- Review and approve CDBG-related submittals from the lowest successful construction bidder.
- Prepare and assist City with submission of any reporting documents required by federal, state, and county agencies.
- Verify and document job-site posting of wage rate information and required labor compliance posters.
- Perform employee interviews on site as necessary for compliance.
- Review and approve weekly certified payroll and associated documents, and work with contractor to correct deficiencies; which include the followings confirmation of:
    - Completeness of certified report.
    - Classification and wage rates.
    - Over time hours are properly calculated.
    - Permissible deductions.
    - Signed Statement of Compliance.
    - Apprentices are properly registered in an apprentice program.
    - Trainees hold a formal certification showing registration in an approved program.
- Keep a complete labor compliance file and provide hard and electronic copies to City upon project completion.
- Any other services that is necessary to ensure full compliance with CDBG, federal, state, and county requirements.

The selected Consultant must provide an as-needed experienced certified arborist who has successfully provided arborist services. The arborist must be able to perform the following:

- Survey and prepare an arborist report on all the street trees specified on the project location map adjacent to proposed sidewalk repair. The certified arborist shall recommend a list of trees that needs to be removed, trimmed or root pruned. It will also include the root pruning procedures to be followed by the contractor during sidewalk construction.
- Oversee and coordinate methods to preserve any mature trees that may be affected by the proposed improvements. The City will provide the list of acceptable tree species to be planted as replacement if necessary.
- Attend pre-construction meeting;
- Coordinate with the Contractor prior to root pruning, tree trimming or removal of street trees.

Task 1 – Preliminary Engineering: The selected consultant shall prepare the list of repair locations for each street specified by the City to be included on the Project Specifications based on preliminary project list provided by the City. The consultant shall locate, quantify and mark all locations of damaged sidewalk to be reconstructed or grinded; damaged curb, gutter and driveway approach to be removed and replaced; trees

and stump to be removed; survey monument to be restored; new curb ramp and truncated dome to be installed. The consultant shall use orange spray paint to mark the limits of repair. Concrete improvements on both side of a tree that needs to be root pruned is not allowed. The City will provide a sample spread sheet to list all the items to be removed or repaired. The City's Project Manager will walk the first three blocks with the consultant to guide him/her about the City's criteria in choosing the locations to be removed or repaired. The consultant is estimated to spend 40 hours to do this task per phase with a total of 80 hours.

Task 2 – Meetings: The selected consultant will meet with City's Project Manager for an initial kick-off meeting. Assist and attend preconstruction conference meeting and bi-weekly coordination meeting with the selected contractor, all stakeholders, and utility agencies. These meetings may be held at the El Monte City Hall, 11333 Valley Boulevard, El Monte, CA. In order to follow the Centers for Disease Control and Prevention guidelines, these meetings may be held virtually, via zoom meeting, or may be scheduled at an open space area in the City of El Monte, CA. However, the meeting location may be scheduled for an alternate site or by video conferencing if agreed by the contractor and approved by the City.

Task 3 – Construction Inspection and Reporting: The selected consultant shall provide one experienced full-time construction inspector to assure compliance with the plan and specifications during all times the contractor is working. Construction inspector shall have the full knowledge in the day to day operations and activities, coordination and monitoring of all construction methods, traffic control, water quality SWPPP and BMP's implementation and other associated work. The consultant shall report the daily progress of the work on Caltrans forms CEM-4501 and CEM-4601 or similar forms produced by the consultant, approved by the City, documenting the same information. The consultant shall document all personnel and equipment used for the day. The construction inspectors report shall incorporate photos, before, during and after construction. Photos included in the construction inspectors report shall be properly labeled with location and short description. The format of the inspector's daily report will need to be similar to Caltrans Resident Engineers Daily report form CEM-4601. Copies of these forms shall be submitted to the City's Project Manager on a daily basis. The inspector shall take before and after photos for at least 10 locations that shows the improvements and forward it to the Project Manager.

Task 4 – Labor Compliance: The consultant shall administer and enforce all guidelines to comply with CDBG requirements. The selected consultant shall resolve complex labor compliance issues, review, verify and enforce the prime contractors and subcontractors submittal of monthly certified payrolls pursuant to the contract agreement, local, Federal, and State requirements. The prime contractor shall be responsible to assure corrections of any payroll that does not meet contract, Federal, and/or State requirements, including making additional payments to employees, if necessary. All correspondence and corrections with and by the contractor shall be documented and forward to the City. The consultant will need to inform the city as soon as he/she discovers the discrepancies or labor compliance violations. The consultant shall submit a monthly labor compliance report to the City. The report shall include certified payrolls, correspondence corrections, consultant letter certifying the review and labor compliance in accordance to the Federal and/or State regulations. Consultant shall include hourly rates and a budget for the as-needed labor compliance services listed above, which shall take account of travel time.

Task 5 – Geotechnical and Materials Testing: The selected consultant shall provide geotechnical and/or materials testing to assure the contractor's construction methods and

materials meet the requirements of the plans and specifications. The proposed cost for Geotechnical-Construction Services shall cover all material testing required throughout the duration of the project. The estimated allowance for this task is $9,000 for each phase for a total of $18,000.

Task 6 – Survey: The selected consultant shall monitor all activities related to the contractor's survey work including but not limited to verification of field work, survey records and monumentation. Ensure that the contractor complies with State requirements in connection with persecution and/or reestablishment of survey monuments, including recordation requirements.

Task 7 – Certified Arborist: During the preparation of the project specifications, the certified arborist shall provide an arborist report to the City. It will include the list of all the trees that needs to be trimmed or removed because of the sidewalk improvements. Root pruning procedures shall also be specified and make sure that is implemented during construction. Before the contractor starts with root pruning, tree trimming or tree removal, the arborist shall provide a go signal before the start of the task. Consultant shall include hourly rates and a budget for the as-needed certified arborist services listed above, which shall take account of travel time.

The City reserves the right to delete specific task(s) and/or line items at no additional cost.

4. Proposal Format

All proposals shall include the following information and comply with the associated page limit restrictions **eight (10) pages or less**. Note that 1 page includes the front side of an 8.5x11 sheet of paper and the cover does NOT constitute a page. **Two separate proposals shall be submitted for the two phases of the project.**

a) **Cover Letter. Maximum one (1) page cover letter** signed by an officer of the firm, binding the proposer 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 proposer and shall include the following Statement:
   I. I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS AND CONDITIONS OF THE ON-CALL CM/INSPECTION SERVICES AGREEMENT.

b) **Proposer's Background**. Background on the proposer, and sub-consultants, including area(s) of professional expertise relevant to this RFP. For sub-consultant to be used by the proposer, specific task(s) or functions of the sub-consultant should be highlighted.

c) **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 RFP on the proposer's behalf. Briefly discuss the Consultant team's qualifications and experience with working on a CDBG funded project. Proposers shall provide identical information for all sub-consultants' performing any of the tasks or services contemplated under this RFP 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 this project.

d) **Project Approach and Schedule Control. Maximum two (2)-page** explaining the way in which the Construction Inspector and Labor Compliance Coordinator will timely complete all of the tasks called for under the RFP. It is critical the proposer describe methods that can be used to keep the project on schedule and on budget. A Kick-off Meeting with the Project Team will be held virtually tentatively on December 2021, with the time **TBD**. A Pre-construction Meeting will also be held on March 2022.

e) **Proposed Personnel**. Resumes for the Construction Inspector and Labor Compliance Coordinator and other key personnel, including sub-consultants shall not exceed three **(3) pages**. The designated Construction Inspector shall be the primary contact and will represent the City on the site during the project duration. Provide a summary of the relevant experience and work history related to street, bikeway, and traffic improvement projects. Also, discuss the Construction Inspector and Labor Compliance Coordinator's direct experience with similar grant funded projects in magnitude and nature.

f) **References**. Each proposal must include at least three public agency references in California going back not more than five (5) years from the issuance of this RFP in which the proposer was engaged to perform tasks similar to those requested under this RFP. 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.

g) **Fee Schedule/Rate Schedule**. A detailed all-inclusive fee and rate schedule of the proposed construction inspector of record and labor compliance coordinator. **Any proposed sub consultant(s) can be shown as lump sum**.

The proposal fee shall base on the duration of the project. Please note, City will only approve and pay for work performed. If the Project is postponed, stopped, and/or delayed due to COVID and/or waiting for material delivery, etc. the City will not be responsible to compensate for staff time during the period when the Project is temporarily postponed or stopped and no construction activity is being performed.

The hourly rate shall also include costs and expenses related travel, mileage, etc. No additional reimbursement will be granted.

Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations web site at: http://www.dir.ca.gov/dlsr/statistics_research.html

The Fee Schedule/Cost Proposal shall be uploaded in a separate file to PlanetBids. Named Attachment 1 – Sidewalk & Curb Ramp Reconstruction Project Fee Schedule Cost Proposal.

5. Evaluation Criteria

Each proposal 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 Project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached Sample Professional Services Agreement (PSA) – See Exhibit 1. Each such factor shall be weighted by the City as follows:

a) **Expertise, Experience & Training Plus Prior Contracting History (30%)** – The expertise, experience and training of the proposer and its key personnel and previous experience with similar work in similar fields and qualifications and depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history, including the review of the proposer's certifications relating to false claims, debarment and civil litigation

b) **Project Approach (30%)** – The proposer's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.

c) **Public Outreach (20%) -** Compliance with public outreach effort described above and proposed public outreach strategies.

d) **Schedule and Budget Control (15%)** – Proposal for completing the project in a timely manner, inclusive of the proposer's ability to identify critical paths for the timely and competent completion of all work contemplated by the Project.

e) **Compliance with RFP (5%)** – The ability of the proposer to comply with all instructions set forth under this RFP.

Consultants should thoroughly address the above selection criteria to receive the maximum possible points.

6. Selection Process

A selection committee comprised of City staff will review the proposals. Proposals will be ranked and the selection team may choose to interview several of the top ranked proposers. However, at its sole discretion the selection committee may dispense with interviews and select a proposer to provide the required services.

7. Proposal Requirements

The Consultant's proposal must be comprehensive, concise and to the point. Current company resumes of key personnel should be included as well as examples of previous work. However, a proposal is a voluntary response on the part of a Consultant, and this RFP does not commit the City to pay any costs incurred in its preparation. The City reserves the right to accept or reject optional elements of this proposal, or the proposal in part, or its entirety.

This RFP is a solicitation for proposals only, and is neither intended, not to be construed as an offer to enter into an agreement or engage in any formal rule competitive bidding or negotiation pursuant to any statue, ordinance or regulation.

All data, documents, and other products used or developed during the project will become the property of the City, even in the situation where the project is cancelled.

The deadline to submit a proposal is October 14, 2021 at 5:00 p.m. Proposals received after the deadline will not be considered. Proposer is required to submit an "ebid" through PlanetBids online platform. See link below:

https://www.planetbids.com/portal/portal.cfm?CompanyID=43375

A copy of the Request for Proposal (RFP) and subsequent addenda to the RFP is available on the PlanetBids online platform on the link listed above.

It is the proposer's responsibility to ensure that the most complete and current version of the solicitation, including addenda, has been downloaded. Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto. Proposals shall also include all Federal Requirements listed in Attachment B.

Proposers are also required to submit Four (4) hardcopies of the complete proposal to be received prior to the time and date specified. No exceptions to this requirement will be considered.

Proposal shall be submitted to the following address:

City of El Monte – City Hall West
Department of Public Works – Engineering Division
11333 Valley Boulevard
El Monte, CA 91731-3293

ATTN: John Rico
Associate Engineer

Subject: PROPOSALS FOR PROFESSIONAL CONSTRUCTION INSPECTION FOR THE SIDEWALK & CURB RAMP RECONSTRUCTION PROJECT (CIP NO. 052)

Proposers shall be bound to the terms of their proposal 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 proposer to correct them.

a) Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP. Whether or not a proposer is awarded a contract pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the proposer's participation in this RFP process.

b) Late proposals will not be considered.

c) The City reserves the right to reject any and all proposals received as a result of this RFP. The City's potential award of a contract will not be based on any single factor nor will it be based on the lowest cost proposal. 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 proposal is best for the City.

d) The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award a contract.

e) 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 RFP.

f) 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 proposals 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 proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.

g) The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.

h) The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFP and any other criteria the City, in its sole discretion, deems pertinent.

i) By the submission of a proposal, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit 1. By submission of a proposal, each proposer agrees to execute a PSA with the City in the form attached hereto as Exhibit 1, 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 proposal 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 proposal. A proposer'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 proposal will serve the best interest of the City when all other factors are taken into account.

j) All proposals 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 RFP and with written permission granted by the City.

k) All questions or requests for clarification shall be submitted via email to John Rico at jrico@elmonteca.gov by the REQUEST FOR INFORMATION DEADLINE. All questions received by this deadline will be addressed and posted on the City's PlanetBids portal by the RELEASE OF INFORMATION REQUESTED DATE.

l) If it becomes necessary to revise any part of this RFP, written addenda will be posted on the City's PlanetBids portal. It shall be the sole responsibility of the proposer to check for any addenda to the RFP that may be issued by the City.

m) It is presumed that each proposer has read and is thoroughly familiar with the scope of services to be performed under this RFP.

n) The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City or any of the funding agencies because of any estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.

o) Proposers may withdraw their proposal prior to the Submission Deadline.

- Fee Schedule/Cost Proposal.

  Provide a detailed cost estimate as described in Section 4:g.

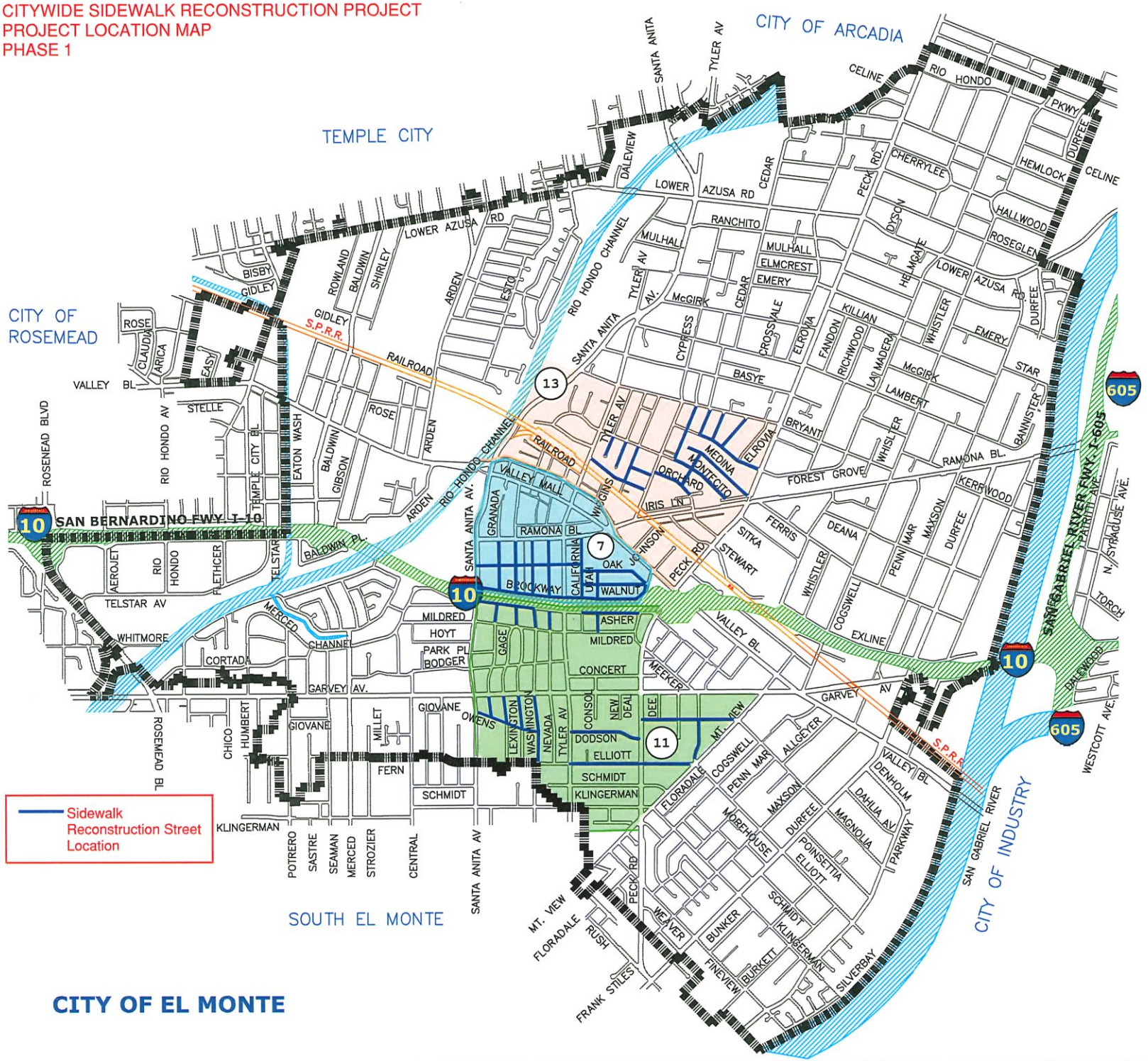
8. Insurance Requirements

The selected consultant shall provide the following at the time of contract execution.

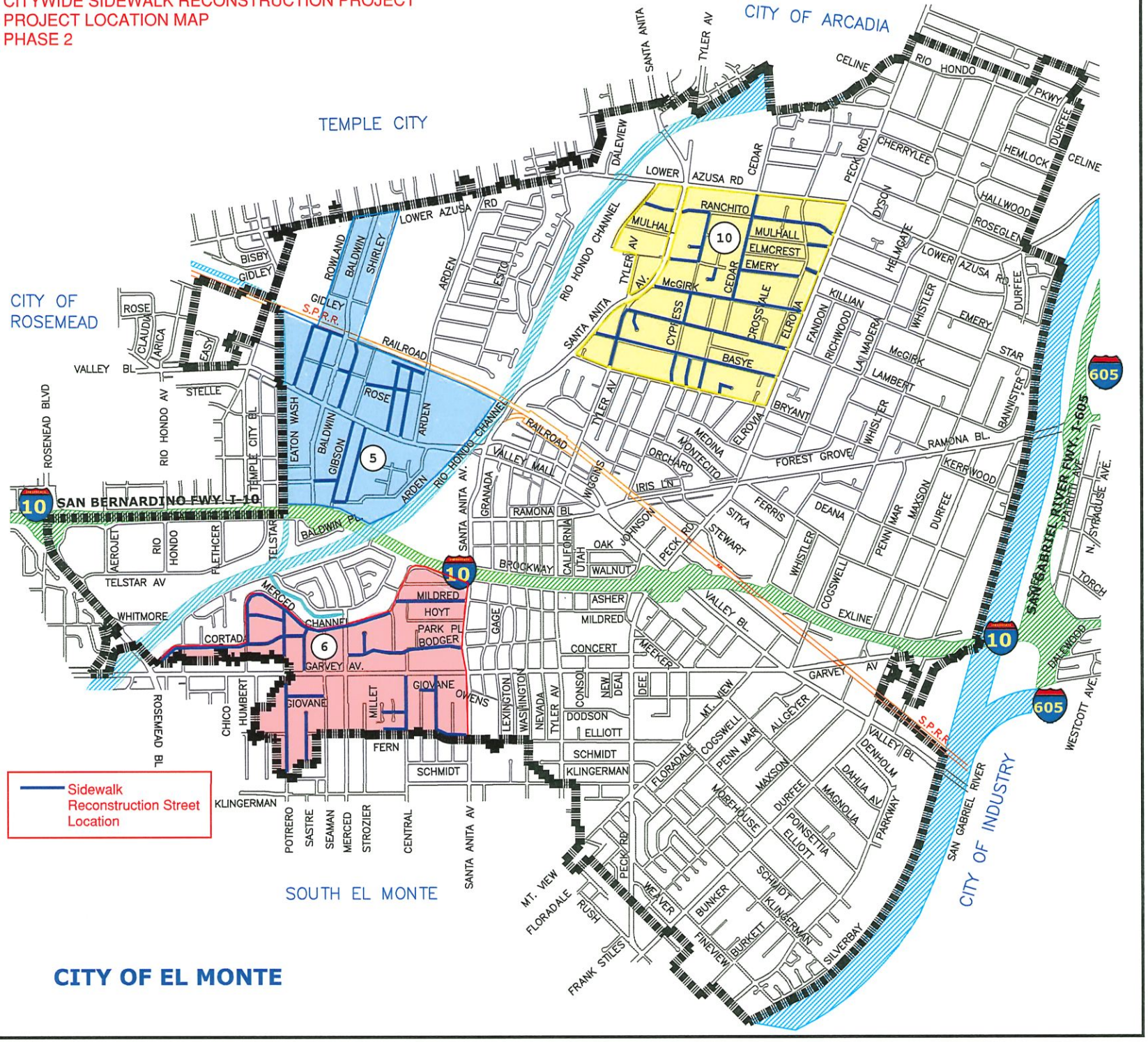
Insurance coverage must include naming the City of El Monte as additional insured (Form CG2010 or Equivalent), policy number, expiration date, and amounts (limits). GENERAL LIABILITY CARRIER MUST HAVE A S CURRENT A.M. BEST RATING OF "A VI" OR HIGHER. WORKERS' COMPENSATION CARRIER MUST HAVE A CURRENT 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.

ATTACHMENT A – PROJECT LOCATION MAP

CITYWIDE SIDEWALK RECONSTRUCTION PROJECT
PROJECT LOCATION MAP
PHASE 1



CITYWIDE SIDEWALK RECONSTRUCTION PROJECT
PROJECT LOCATION MAP
PHASE 2



ATTACHMENT B – FEDERAL REQUIREMENTS

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT 1 – SAMPLE PROFESSIONAL SERVICES AGREEMENT (PSA)

2021

CONSTRUCTION INSPECTION AND CDBG LABOR COMPLIANCE SERVICES AGREEMENT

(Engagement: Citywide Sidewalk Reconstruction Project – CIP XXX)
(Parties: INSERT CONSULTANT NAME and City of El Monte)

THIS CONSTRUCTION INSPECTION AND CDBG LABOR COMPLIANCE SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2021 (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 construction inspection and CDBG labor compliance services;

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

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 2021 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 "REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSTRUCTION INSPECTION AND COMMUNITY DEVELOPMENT BLOCG GRANT (CDBG) LABOR COMPLIANCE SERVICES" dated September 23, 2021 (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 scope of work. 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 Sal Mendez, Director of Public Works (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or her designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates 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.

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
Public Works Department
City Hall – West, 2nd Floor
11333 valley Boulevard
El Monte, CA 91731
Attn: Sal Mendez, Public Works Director
Phone: (626) 580-2058

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

EXHIBIT "B"
CONSULTANT PROPOSAL









NV5

PROPOSAL

Submitted by NV5, Inc.
163 Technology Drive, Suite 100, Irvine, CA 92618

City of El Monte

Professional Construction Inspection & CDBG Labor Compliance
for the Sidewalk & Curb Ramp Reconstruction Project (Phase 1)
October 14, 2021

TABLE OF CONTENTS

A. Cover Letter 01

B. Proposer's Background 02

C. Qualifications & Experience of Proposer's Personnel 03

D. Project Approach and Schedule Control 05

E. Proposed Personnel 07

F. References 10

G. Fee Schedule/Rate Schedule ..... Separate Upload/Envelope

PN: P27021-0006762.00

October 14, 2021

City of El Monte
Department of Public Works — Engineering Division
Attn: John Rico, Associate Engineer
11333 Valley Boulevard
El Monte, CA 91731-3293

SUBJECT: Professional Construction Inspection and CDBG Labor Compliance for the Sidewalk & Curb Ramp Reconstruction Project (Phase 1)

Dear Mr. Rico,

NV5, Inc. is excited to have the opportunity to provide Professional Construction Inspection and CDBG Labor Compliance Services to the City for its Sidewalk and Curb Ramp Reconstruction project. Our team has the technical knowledge and experience to deliver your projects in the most cost-efficient and cost-effective manner. NV5's strengths include the following:

Current Partnership: Our experience and strong existing relationship with the City gives us the ability to continue providing professional engineering support services for your capital improvement projects. We operate with a sound understanding of your organizational structure, administrative processes and the community you serve. This in turn allows us to provide the required construction support services in the most efficient manner. Our partnership with the City has resulted in the successful completion of several projects including:

- Construction Management and Inspection for Lambert Park Improvements
- As-Needed Project Management Services for Various CIP
- Engineering Design Services for El Monte Avenue and Baldwin Avenue Street Improvements
- On-Call Plan Check Services

Relevant Experience: We have a proven track record of successfully providing Construction Inspection and Labor Compliance Services to municipalities throughout Southern California, most of which have been repeat clients. Our team has provided similar services to dozens of agencies, including: City of Glendale, City of Compton, and City of Bellflower.

Proposed Team: NV5 offers the City a team of dedicated professionals with proven capability and expertise. **Project Manager Peter Salgado, PE**, has more than 20 years of experience managing and delivering a variety of public works projects and recently completed the Lambert Park Improvements project for the City. For Construction Inspector, we are proposing **Ray Farnaghi, LEED GA**, who has more than 17 years of successful demonstrated experience in the construction inspection of various public works projects, including most recently the federally funded Colorado Street and Columbus Avenue Rehabilitation project for the City of Glendale.

Subconsultants: NV5 has a strong and successful working relationship with our subconsultants **Pacific Resources Services** (labor compliance) and **V&E Tree Service** (arborist).

Proposal Authorization and Validity: This proposal has been signed by **Jeffrey M. Cooper, PE**, a company officer authorized to bind the firm. This proposal will remain valid for a period of at least 90 days from the date of this submittal.

Statement: I have read, understood, and agreed to all statements in the request for proposal and acknowledge receipt of all addendums/amendments as well as to the terms and conditions of the On-Call CM/Inspection Services Agreement.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at peter.salgado@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5

Peter Salgado, PE
Director of Construction Management

Jeffrey M. Cooper, PE
Vice President
(authorized signer)

COMPANY INFORMATION/CONTACT
Name: NV5, Inc.
Authorized Signer: Jeffrey M. Cooper, PE
Address: 163 Technology Drive, Suite 100, Irvine, CA 92618
Telephone Number: (949) 585-0477

B. PROPOSER'S BACKGROUND

FIRM PROFILE

NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 70 years, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad, NV5 has access to over 3,500 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where we live and work.

Our Irvine office specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading. Our team includes licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professionals. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City's team.

KEY SERVICES

The successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services include:



SUBCONSULTANTS

LABOR COMPLIANCE

Based in El Monte, **Pacific Resources Services (PRS)** delivers quality state and federal Davis-Bacon prevailing wage monitoring and enforcement services to cities, counties, water agencies, transit districts, school districts, housing authorities, special districts, as well as private sector clients such as contractors and developers. PRS is led by **Benjamin Ocasio**, who has more than 20 years of experience providing labor compliance services on more than 1,000 projects throughout California.

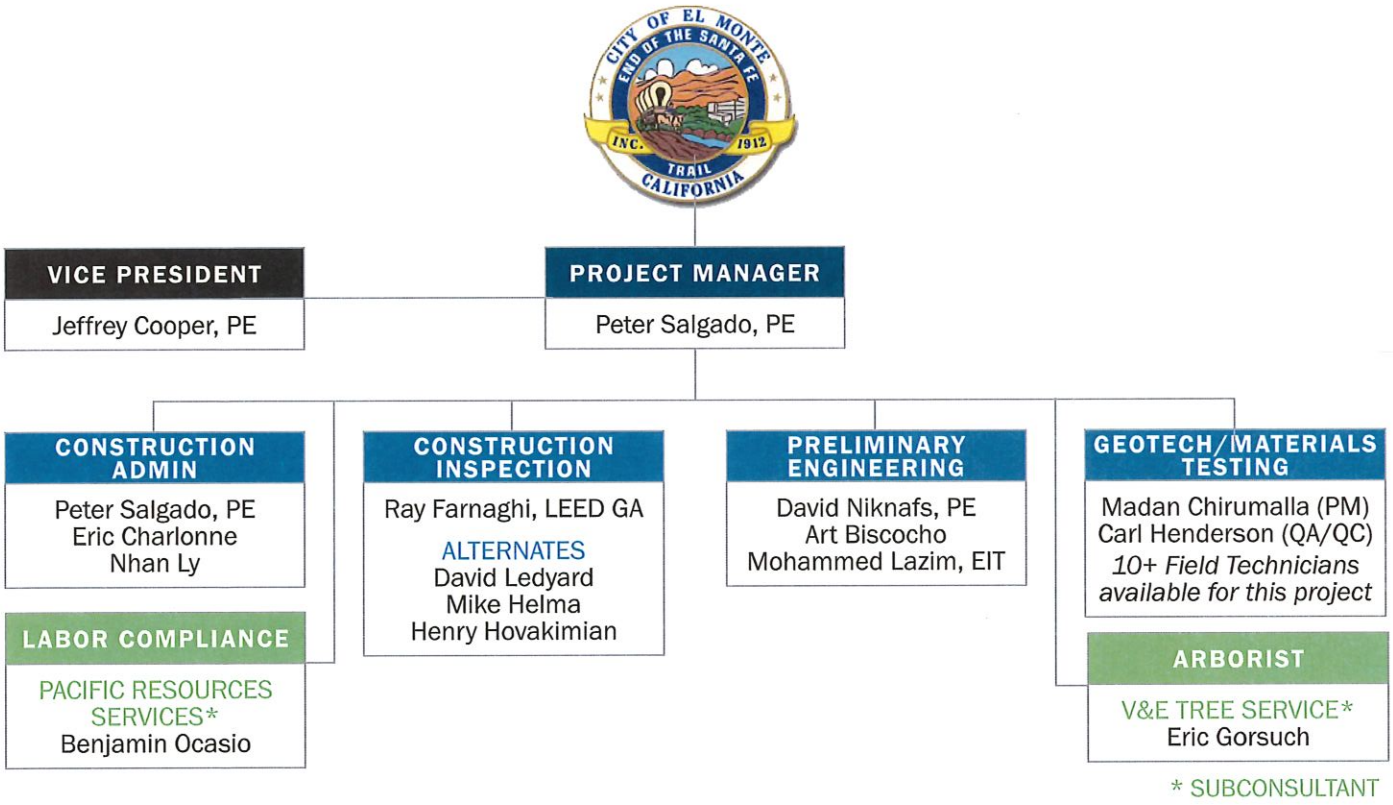
ARBORIST

V&E Tree Service, Inc. has been providing arboricultural services in Southern California for 40 years with a focus on Public Works projects. They offer tree removal, trimming and root pruning services for Contractors on sidewalk, curb and road repair projects. As a Registered Consulting Arborist, **Eric Gorsuch** is often called to assess and evaluate trees that will need to be root pruned for sidewalk repairs. This entails assessing the tree species, size, and condition, then evaluating if the tree will likely tolerate the necessary root pruning. He also monitor projects for Tree Protection compliance for trees to remain.

C. QUALIFICATIONS & EXPERIENCE OF PROPOSER'S PERSONNEL

ORGANIZATION CHART

Our team of experts bring direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested Construction Inspection and Labor Compliance services. Shown below are team roles and responsibilities.



* SUBCONSULTANT

STAFF QUALIFICATIONS

Name	Role	Years	Office Location	Education, Certifications & Licenses	Relevant Project Experience
Peter Salgado, PE	Project Manager/ Construction Admin	20	Irvine	B.S. Civil Engineering; Civil Engineer (CA) No. 63159	Colorado Street/Columbus Ave. Rehab *(Fed Funded)* (City of Glendale); Annual Sidewalk Repairs + Pavement Rehabilitation FY 2008-16 (City of Santa Monica); CDBG Concrete Repair Program, Phase VI (City of West Hollywood)
Eric Charlonne	Construction Admin	40	Remote	Contract Administration; Construction Estimating and Public Contract Law; Caltrans Resident Engineer Academy	As-Needed PM Services (City of El Monte); Bellflower Blvd. at Imperial Hwy. Intersection Improvements (City of Downey); Multiple Street, Sidewalk and Curb Ramp Improvements *(ARRA Funded)* (City of Huntington Beach)
Nhan Ly	Construction Admin	5	Irvine	B.S. Civil Engineering; OCTA Certified: PCC + AC Distress Training	FY 2018-19 Residential + Arterial Street Rehab (City of Stanton); Central Avenue Pavement Rehabilitation (Phase II) (City of Compton)
Ray Farnaghi, LEED GA	Construction Inspector	17	Irvine (mobile)	B.S. Civil Engineering; LEED GA	Colorado Street/Columbus Ave. Rehab *(Fed Funded)* (City of Glendale); CIP 13-01 Street Improvements *(CDBG)* (City of Compton); Highland Ave. Rehab (City of Glendale)

C. QUALIFICATIONS & EXPERIENCE OF PROPOSER'S PERSONNEL

STAFF QUALIFICATIONS					
Name	Role	Years	Office Location	Education, Certifications & Licenses	Relevant Project Experience
David Ledyard	Alternate Construction Inspector	36	Irvine (mobile)	A.A. Engineering	CIP 13-01 Street Improvements *(CDBG)* (City of Compton); FY 2017-18 Street Rehab *(CDBG)* (City of La Habra Heights); Bellflower Blvd/ Alondra Blvd Rehabilitation (City of Bellflower)
Mike Helma, LEED AP	Alternate Construction Inspector	30	Irvine (mobile)	B.S. Civil Engineering; LEED AP	FY 2019-20 Annual Pavement Preservation Program (City of Yorba Linda); FY 19-20 Arterial Roadway Rehab (City of Placentia)
Henry Hovakimian	Alternate Construction Inspector	35	Irvine (mobile)	B.S. Business A.A. Administration (Management)	CIP 13-01 Street Improvements (CDBG) (City of Compton); Placentia Avenue Rehabilitation (Fed Funded) (City of Placentia); Alicia Parkway Rehabilitation (City of Aliso Viejo)
David Niknafs, PE	Preliminary Engineering Project Manager	30	Irvine	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 42697	El Monte Avenue and Baldwin Avenue Street Improvements (City of El Monte); FY2019-20 Street Imp.(City of La Habra Heights)
Art Biscocho	Preliminary Engineering	30	Irvine	B.S. Civil Engineering	El Monte Avenue and Baldwin Avenue Street Improvements (City of El Monte); FY2019-20 Street Imp.(City of La Habra Heights)
Mohammed Lazim, EIT	Preliminary Engineering	10	Irvine	B.S. Civil Engineering; A.S. Mathematics and Engineering; EIT (CA) No. 166401	El Monte Avenue and Baldwin Avenue Street Improvements (City of El Monte); FY2019-20 Street Imp. (City of La Habra Heights)
Madan Chirumalla, PE, GE	Geotech PM for Testing Services	15+	Irvine	M.S. Civil/Geotechnical Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 74186; Geotechnical Engineer (CA) No. 3047	El Monte Avenue and Baldwin Avenue Street Improvements (City of El Monte); Georgia Street Bridge and Retaining Walls Rehabilitation (City of San Diego); Barren Ridge Renewable Energy Transmission (BRRTP) (Los Angeles DWP)
Carl Henderson, PhD, PE, GE	Geotech QA/QC for Testing Services	22	San Diego	Ph.D. Civil Engineering; M.S. Civil Engineering (Geotechnical); B.S. Civil Engineering; Geotechnical Engineer (CA) No. 2886; Civil Engineer (CA) No. 71115	Beryl Street Drainage and Street Improvements (City of Redondo Beach); Residential Slurry Seal and Arterial Roadway Rehabilitation (City of Placentia); Annual Residential Street Rehabilitation (City of Compton)
Benjamin Ocasio	Labor Compliance	25+	El Monte	M.P.A. Public Affairs B.S. Urban & Regional Planning	Lambert Park Improvements (City of El Monte); Bellflower Blvd./Alondra Blvd. Rehab (City of Bellflower); Central Avenue Pavement Rehabilitation (Phase II) (City of Compton)
Eric Gorsuch	Arborist	19	Orange	ASCA Registered Consulting Arborist #575; ISA Certified Arborist WE-7438A; ISA Tree Risk Assessment Qualified; TCIA Certified Treecare Safety Professional 00144; OSHA 30-hour Training	Sidewalk Repairs (City of Los Angeles); Cravens Avenue (City of Torrance); Tree Inventory and Survey (City of Laguna Woods); Culver Boulevard Realignment (Ortiz Enterprises); Lang Park (City of Laguna Beach); District-Wide Tree Evaluations (Downey Unified School District): Irvine Historic Ranch (City of Irvine); Sidewalk Repairs (City of Newport Beach)

D. PROJECT APPROACH AND SCHEDULE CONTROL

SIDEWALK AND CURB RECONSTRUCTION, PHASE 1

Based on a review of the RFP and site visit, we understand the scope of work to include parkway improvements along various local/residential roadways within the City (Areas 7, 11, and 13 per project location map), including; reconstruction of existing PCC sidewalks, curb and gutter, driveways, and ADA curb ramps; tree root pruning; and potential tree removal/replacement.

PROJECT-SPECIFIC ISSUES

Based on our extensive experience working on projects of similar scope, we have identified the following general issues that our team will be cognizant of during pre-construction and construction inspection:

Preliminary Engineering Field Evaluation and Repair Recommendations – Recent Experience: Our team recently completed a similar scope for the Cities of Placentia and Yorba Linda; wherein both our engineering design team worked in concert with our construction support team to evaluate and identify sidewalk and curb ramps areas. Input from both our design and construction professionals allowed us to provide our clients with the most cost-effective scope for repairs.

We will prepare the list of repair locations for each phase to be included in the Project Specifications based on preliminary project list provided by the City. We will locate, quantify, and mark all locations of damaged sidewalk to be reconstructed or grinded; damaged curb, gutter and driveway approach to be removed and replaced; new curb ramp and truncated dome to be installed. We will use orange spray paint to mark the limits of repair. The City will provide a sample spread sheet to list all the items to be removed or repaired. We will coordinate and walk the first three blocks with the City's Project Manager to review and discuss the City's criteria in choosing the locations to be removed or repaired.

Field Evaluation and Repair Recommendations – Potential PCC Grinding vs Reconstruction: Based on a preliminary site visit, we noted several locations where PCC pavement cracking or lifting could be addressed by PCC grinding versus reconstruction. This in turn would notably reduce construction costs. On previous citywide sidewalk repair projects with the City of Santa Monica, working in concert with City staff, we converted a significant number of designated reconstruction locations to PCC grinding, saving the City a significant amount of cost, and allowing staff to add more repair locations that would have otherwise been deferred to a later project.

Previous Experience: Our team has provided construction support services on several citywide sidewalk repair projects for a number of cities, including, the **City of Torrance (Citywide Sidewalk Repairs FY 2019)**, **City of Yorba Linda (Annual Pavement Preservation FY 2011-2020)**, and the **City of Santa Monica (Annual Sidewalk Repairs and Street Rehabilitation FY 2008-2016)**. This in turn gives our team the experience and technical expertise to facilitate the completion of your project in a timely and cost-effective manner.

PCC Parkway Repairs Tracking: On previous projects with the City of Santa Monica, we prepared and maintained a comprehensive spreadsheet, tracking PCC Parkway repairs. Specifically, for each address/location, the spreadsheet tracked bid quantities, field measured quantities, and actual repair quantities. The spreadsheet also tracked actual repair dates. This proved to be a useful tool for City staff, not only in terms of tracking actual quantities, but also tracking projected quantities versus remaining construction budget. Also, for legal purposes (trip hazard complaints), the spreadsheet provided staff with a record of when specific locations/addresses were repaired.

Pedestrian/Property Access: We will ensure that a clear and safe path of travel with proper signage is provided to pedestrians at all times. We will work with the contractor to sequence and phase the work so as not to create significant impacts to pedestrian access. One such mitigation is to limit work to one side of the street and two corners at a time. Another mitigation is to require the contractor to remove and pave back repair areas all within the same week so no open areas are left over the weekend.

We will also ensure that access is maintained to all properties at all times. If need be, we will work with the contractor to plate and/or to temporarily grade work areas to maintain ingress and egress to affected properties.

Coordination with Schools: During our site visit, we noted some schools within the project area (including **Columbia Elementary School**). We will work closely with the contractor to coordinate the forming and paving work to maintain access to these facilities and minimize conflicts with school start and dismissal times.

Tree Root Pruning: Our inspectors have extensive experience working with arborists, ensuring that root pruning is performed per the project specifications. On previous sidewalk reconstruction projects with the City of Santa Monica, our team coordinated daily observation of root pruning with the City Arborist.

Public Notification and Public Relations: Our first line of customer service comes from our inspectors. Our inspectors know the value of maintaining great relations

with residents, business owners and anyone affected by a project, and they have proven to be a valuable resource in appeasing public concerns and resolving field issues. An effective and informative public outreach program that informs all affected residents, property owners and motorists about construction impacts and possible traffic delays is critical to the success of any project.

Key elements of our public outreach program include:

- Verbal and written notifications
- Informational flyers about the project
- Advanced written notices about upcoming work
- Verbal communication follow-up to ease public concerns, enabling residents

We will ensure that the formatting and language of the advanced notification is reviewed and approved by the City and that it is issued in a timely manner. If the team requires assistance in preparation of the notification, we have an in-house graphic designer that can format notifications/flyers to the City's satisfaction.

Our inspector will also ensure that verbal follow-ups are made prior to and during construction so as to minimize complaints. Indeed all of our inspectors and construction managers are adept at responding to public complaints and concerns.

PROJECT APPROACH

Our approach to construction support services is centered on our established policy of consistent and effective employee oversight. The project manager will closely monitor projects to verify that our construction managers and inspectors are performing within the guidelines of our established management and inspection procedures, which are patterned after the Caltrans Construction Manual. NV5 takes this a step further by formulating and implementing a proactive public relations program and a concerted effort to identify previously unforeseen potential claims.

Communication: Our construction support team will be the point of contact for all project correspondence and communication between the City, the contractor, the design team and other project stakeholders. Our team will be in constant communication with the City's project manager, making sure he or she has updated information on project status, as well as any on-site or any contractual issues.

Schedule Control: Our construction support services team gives considerable attention to monitoring project schedules. We will coordinate, review and make recommendations for changes to the Critical Path Method (CPM) schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be updated. We will review the contractor's schedule on a weekly basis and will maintain an as-built/working schedule to reflect as-built conditions to date.

Cost Control and Reporting: Cost control is a key element to successfully delivering a project and must be thoroughly integrated with other control methods (scope change control, schedule control and quality control) to assure that the City receives full value for all funds earmarked for the project. Key elements of our cost control program include: establishment and maintenance of a project budget; value engineering and constructability reviews of project plans and specifications; sufficient vetting of owner-requested or contractor-generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log.

NV5 provides a monthly status report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, and a summary of issues and concerns pending resolution.

Labor Compliance and Wage Monitoring: We will review funding with the City to confirm any special requirements affecting the work, and identify accounting and reporting requirements. We will enforce any applicable Labor Compliance requirements and assure all certified payroll reports are submitted each month with the payment applications. Our trusted subconsultant **Pacific Resources Services** will review these reports, verify payroll amounts against wage reports and then submit to the City for filing. They will also perform monthly EEO interviews and complete the required forms. NV5 and **Pacific Resources Services** will work with the contractor to maintain adequate project files and to correct any and all labor compliance violations.

Federal Funding Requirements: For federally funded projects, we will assure that all documentation complies with the Caltrans Local Assistance Procedures Manual. For our inspection team, this entails maintaining quantity calculations and field sketches to support payments to the contractor; assuring use of a construction inspection report template that meets Caltrans standards; using a uniform filing system consisting of change order documentation, material testing reports, DBE reports, CPM schedules, meeting minutes, SWPPP documents and certified payroll documents; conducting employee interviews; assuring completion of as-builts; and assuring posting of wage rate regulations.

CONTACT INFO
ray.farnaghi@nv5.com
949.585.0477

EXPERIENCE
17 years

EDUCATION
B.S. Civil Engineering

LICENSES/CERTIFICATES
LEED GA

RAY FARNAGHI, LEED GA

Construction Inspector

Mr. Farnaghi has more than 17 years of successful demonstrated experience in the construction management and inspection of large-scale and complex projects. Mr. Farnaghi's experience includes several large facility and park renovations and improvements. He understands the balance between working effectively with architects, engineers, contractors, inspectors, and construction crews. He works diligently to ensure that all construction activities have a strategic plan and can offer sensible resolutions to avoid delays.

Project Experience

Colorado Street and Columbus Avenue Rehabilitation

CITY OF GLENDALE | GLENDALE, CA

Construction Inspector. Mr. Farnaghi provided construction inspection services for this federally funded street rehabilitation project. The Scope of Work included selective removal/reconstruction/surface grinding of deteriorated pavement and placement of asphalt concrete pavement; placement of asphalt rubber hot mix pavement (ARHM) over asphalt leveling course; selective removal and repair of broken and damaged sidewalks, curbs and gutters, driveway approaches, local depressions, and alley aprons; installation of curb ramps meeting Federal ADA requirements; planting of trees; adjustment of manholes and water meters to grade; traffic signal modification; traffic striping; and reconstruction of 121 LF of damaged sewer mains.

CIP 13-01 Street Improvements (CDBG)

CITY OF COMPTON | COMPTON, CA

Construction Inspector. Mr. Farnaghi provided daily inspection services for the City's CIP 13-01 Street Improvements project. The project included: citywide reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; reconstruction and resurfacing of existing AC pavement; traffic loop replacement; traffic striping and signage; and other minor associated work.

Highland Avenue Rehabilitation

CITY OF GLENDALE | GLENDALE, CA

Construction Inspector. Mr. Farnaghi provided inspection services for the Highland Avenue rehabilitation project. The scope of work included the removal and reconstruction of deteriorated pavement; surface grinding and placement of ARHM; construction of new concrete curb and gutters and longitudinal gutter; removal and reconstruction of concrete curbs, curb and gutters, cross gutters, alley aprons, driveways, and sidewalks; construction of curb ramps meeting ADA requirements; removal and planting of trees and pruning of tree roots; adjustment of existing manholes, water valves, water meters, and other utilities to finished grade; relocation of decorative street lights; sanitary sewer improvements; installation of striping and other pavement markings; and installation of vehicle detection cameras.

Kermore Lane Street Reconstruction

CITY OF STANTON | STANTON, CA

Construction Inspector. Mr. Farnaghi provided construction inspection services for the Kermore Lane Street Reconstruction project. The project consisted of street reconstruction and resurfacing, and reconstruction of PCC sidewalks, driveways, and curb and gutter.

CONTACT INFO
first.last@nv5.com
949.585.0477

EXPERIENCE
25+ years

EDUCATION
M.P.A. Public Affairs

B.S. Urban & Regional Planning

Valley Leadership Institute

BENJAMIN OCASIO

Labor Compliance *(Pacific Resource Services)*

PACIFIC RESOURCES SERVICES

Mr. Ocasio has more than 25 years of years of experience providing prevailing wage monitoring and enforcement services, Project Labor Agreement/Project Stabilization Agreement, workforce and business outreach services, and Disadvantaged Business Enterprises compliance services on numerous large public works projects throughout Southern California. He began his prevailing wage career as a Management Assistant with the City of Los Angeles Office of Contract Compliance. He also received training as a Caltrans Inspector.

Project Experience

Lambert Park Improvements
CITY OF EL MONTE | EL MONTE, CA

Labor Compliance: As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for this 9-acre park and playground project. Improvements include construction of a new CMU concession and restroom building; hardscape, decorative paving, decomposed granite walking and jogging path, and play surfacing; landscaping and irrigation; playground and play equipment; exercise areas and equipment; shade structures and miscellaneous site furnishings; site lighting; site drainage; on- and off-site utilities; renovation of an existing maintenance building; new turf for athletic fields (soccer fields and baseball diamonds); and renovation of existing AC parking lot.

Bellflower Boulevard and Alondra Boulevard Rehabilitation
CITY OF BELLFLOWER | BELLFLOWER, CA

Labor Compliance: As a subconsultant to NV5, Pacific Resources Services provided labor compliance and funding oversight services for this $1.4M federally funded street improvement project. The project included reconstruction and resurfacing of AC pavement, installation of new traffic loops, adjustment of utilities to grade, and new traffic signage and striping.

Central Avenue Pavement Rehabilitation (Phase II)
CITY OF COMPTON | COMPTON, CA

Labor Compliance: As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for the Central Avenue Pavement Rehabilitation (Phase II) project. The project includes Cold-In-Place Recycling and Cement Treatment of AC structural section; coldmill and overlay; reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; traffic loop replacement; utility adjustments; and traffic striping and signage.

University Drive Widening
CITY OF IRVINE | IRVINE, CA

Labor Compliance: As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for the University Drive Widening (from Campus Drive to MacArthur Boulevard) project, which included parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail.

CONTACT INFO
eric@vetreeservice.com
Office: 714-997-0903
Cell: 714-222-2735

EXPERIENCE
19 years

LICENSES/CERTIFICATES
ASCA Registered Consulting Arborist #575

ISA Certified Arborist, WE-7438A

ISA Tree Risk Assessment Qualified

TCIA Certified Treecare Safety Professional #00144

OSHA 30-Hour Training

REGISTRATIONS
International Society of Arboriculture Tree Risk Assessor

AFFILIATIONS
American Society of Consulting Arborists

International Society of Arboriculture, Professional Member, Exam Proctor

International Society of Arboriculture, Western Chapter

Tree Care Industry Association

ERIC R. GORSUCH

Arborist *(V&E Tree Service)*

Eric Gorsuch is an Arborist, Estimator and Safety Manager who evaluates and inspects trees for commercial and residential clients, municipalities, parks, school districts, community associations, contractors, attorneys, and insurance professionals. As well as providing estimates, his position is to advise and educate clients on the proper care and maintenance of trees. A primary focus is identification and evaluation of potential tree risks and hazards. He is familiar with aspects of tree identification, biology, disease and pests, pruning, growth patterns, soil and root issues, and specifics to certain species commonly found in Southern California.

Mr. Gorsuch is a member of the American Society of Consulting Arborists and has received the Registered Consulting Arborist designation. Since 2011 he has worked with Contractors and Municipalities monitoring projects that contain specific Tree Protection Zone and Tree Risk Assessment issues, which includes tree evaluations, consultations, and creating recommendation reports.

His Public Works services include tree trimming, removal, planting, tree protection and root pruning/barrier projects for municipalities. His duties include evaluating plans and specifications, estimating time and equipment needed, coordinating with contractors and municipalities, developing and implementing a work plan, coordinating with crew leaders, managing the project's progress, and following up with clients.

Project Experience

Los Angeles Sidewalk Repairs
HDR | LOS ANGELES, CA

Hall of Justice
CLARK CONSTRUCTION | LOS ANGELES, CA

210 Freeway Soundwall
GRIFFITH COMPANY | LA CANADA, CA

Promenade & Towne Square
GRIFFITH COMPANY | SAN PEDRO, CA

Belmont Pool
NORTHSTAR DEMOLITION | LONG BEACH, CA

Cal Poly Pomona Parking
RDA | POMONA, CA

City of La Palma Project
NUVIS LANDSCAPE DESIGN | LA PALMA, CA

Cravens Avenue
SULLEY-MILLER | TORRANCE, CA

Miragrand Well
PACIFIC HYDROTECH | CLAREMONT. CA

El Capitan State Beach
HANEY ENGINEERING | SANTA BARBARA COUNTY

My Fig Project
ALL AMERICAN ASPHALT | LOS ANGELES, CA

Tree Inventory and Survey
CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

Culver Boulevard Realignment
ORTIZ ENTERPRISES

Lang Park
STL LANDSCAPE | LAGUNA BEACH, CA

District-Wide Tree Evaluations
DOWNEY UNIFIED SCHOOL DISTRICT | DOWNEY, CA

Irvine Historic Ranch
BIG BEN CONSTRUCTION | IRVINE, CA

Sidewalk Repairs
S&H CIVILWORKS | NEWPORT BEACH, CA

Sunset Reservoir
NUVIS LANDSCAPE DESIGN | PASADENA, CA

F. REFERENCES

REFERENCES

Provided below are references of clients for whom Construction Inspection and Labor Compliance services have been performed in the last five years that are comparable in quality and scope to that specified in this RFP.

CITY OF GLENDALE

Gary Edsall
Construction Services Manager

633 E. Broadway
Glendale, CA 91206
818.937.8226
gedsall@glendaleca.gov

Projects:

Colorado Street and Columbus Avenue Rehabilitation (federally funded)

Highland Avenue Rehabilitation

CITY OF COMPTON

John Strickland
Project Manager

205 South Willowbrook Avenue
Compton, CA 90220
310.605.5505
jstrickland@comptoncity.org

Projects:

CIP 13-01 Street Improvements (CDBG)

Central Avenue Pavement Rehabilitation (Phase II)

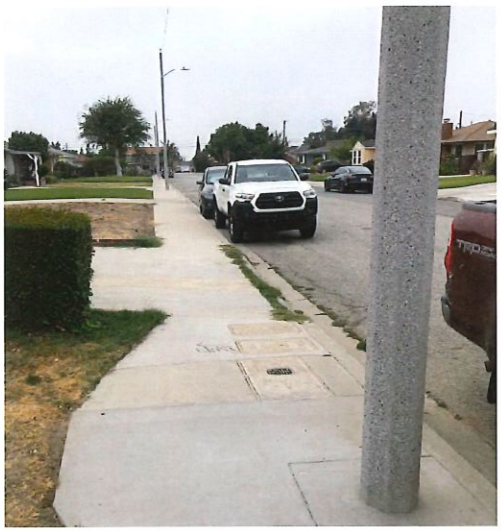
CITY OF BELLFLOWER

Bernie Iniguez
Public Works Manager

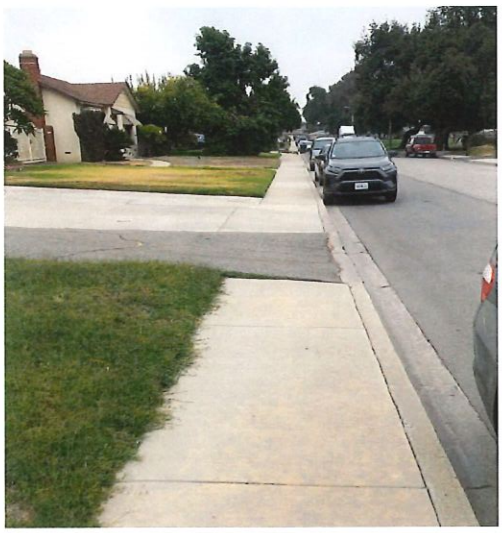
16600 Civic Center Drive
Bellflower, CA 90706
562.804.1424
biniguez@bellflower.org

Projects:

Bellflower Boulevard and Alondra Boulevard Rehabilitation (Federally Funded)









NV5

PROPOSAL

Submitted by NV5, Inc.
163 Technology Drive, Suite 100, Irvine, CA 92618

City of El Monte

Professional Construction Inspection & CDBG Labor Compliance for the Sidewalk & Curb Ramp Reconstruction Project (Phase 2)

October 14, 2021

TABLE OF CONTENTS

A. Cover Letter 01

B. Proposer's Background 02

C. Qualifications & Experience of Proposer's Personnel 03

D. Project Approach and Schedule Control 05

E. Proposed Personnel 07

F. References 10

G. Fee Schedule/Rate Schedule ..... Separate Upload/Envelope

PN: P27021-0006763.00

October 14, 2021

City of El Monte
Department of Public Works — Engineering Division
Attn: John Rico, Associate Engineer
11333 Valley Boulevard
El Monte, CA 91731-3293

SUBJECT: Professional Construction Inspection and CDBG Labor Compliance for the Sidewalk & Curb Ramp Reconstruction Project (Phase 2)

Dear Mr. Rico,

NV5, Inc. is excited to have the opportunity to provide Professional Construction Inspection and CDBG Labor Compliance Services to the City for its Sidewalk and Curb Ramp Reconstruction project. Our team has the technical knowledge and experience to deliver your projects in the most cost-efficient and cost-effective manner. NV5's strengths include the following:

Current Partnership: Our experience and strong existing relationship with the City gives us the ability to continue providing professional engineering support services for your capital improvement projects. We operate with a sound understanding of your organizational structure, administrative processes and the community you serve. This in turn allows us to provide the required construction support services in the most efficient manner. Our partnership with the City has resulted in the successful completion of several projects including:

- Construction Management and Inspection for Lambert Park Improvements
- As-Needed Project Management Services for Various CIP
- Engineering Design Services for El Monte Avenue and Baldwin Avenue Street Improvements
- On-Call Plan Check Services

Relevant Experience: We have a proven track record of successfully providing Construction Inspection and Labor Compliance Services to municipalities throughout Southern California, most of which have been repeat clients. Our team has provided similar services to dozens of agencies, including: City of Glendale, City of Compton, and City of Bellflower.

Proposed Team: NV5 offers the City a team of dedicated professionals with proven capability and expertise. **Project Manager Peter Salgado, PE**, has more than 20 years of experience managing and delivering a variety of public works projects and recently completed the Lambert Park Improvements project for the City. For Construction Inspector, we are proposing **Ray Farnaghi, LEED GA**, who has more than 17 years of successful demonstrated experience in the construction inspection of various public works projects, including most recently the federally funded Colorado Street and Columbus Avenue Rehabilitation project for the City of Glendale.

Subconsultants: NV5 has a strong and successful working relationship with our subconsultants **Pacific Resources Services** (labor compliance) and **V&E Tree Service** (arborist).

Proposal Authorization and Validity: This proposal has been signed by **Jeffrey M. Cooper, PE**, a company officer authorized to bind the firm. This proposal will remain valid for a period of at least 90 days from the date of this submittal.

Statement: I have read, understood, and agreed to all statements in the request for proposal and acknowledge receipt of all addendums/amendments as well as to the terms and conditions of the On-Call CM/Inspection Services Agreement.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at peter.salgado@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5

Peter Salgado, PE
Director of Construction Management

Jeffrey M. Cooper, PE
Vice President
(authorized signer)

COMPANY INFORMATION/CONTACT
Name: NV5, Inc.
Authorized Signer: Jeffrey M. Cooper, PE
Address: 163 Technology Drive, Suite 100, Irvine, CA 92618
Telephone Number: (949) 585-0477

B. PROPOSER'S BACKGROUND

FIRM PROFILE

NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 70 years, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad, NV5 has access to over 3,500 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where we live and work.

Our Irvine office specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading. Our team includes licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professionals. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City's team.

KEY SERVICES

The successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services include:



SUBCONSULTANTS

LABOR COMPLIANCE

Based in El Monte, **Pacific Resources Services (PRS)** delivers quality state and federal Davis-Bacon prevailing wage monitoring and enforcement services to cities, counties, water agencies, transit districts, school districts, housing authorities, special districts, as well as private sector clients such as contractors and developers. PRS is led by **Benjamin Ocasio**, who has more than 20 years of experience providing labor compliance services on more than 1,000 projects throughout California.

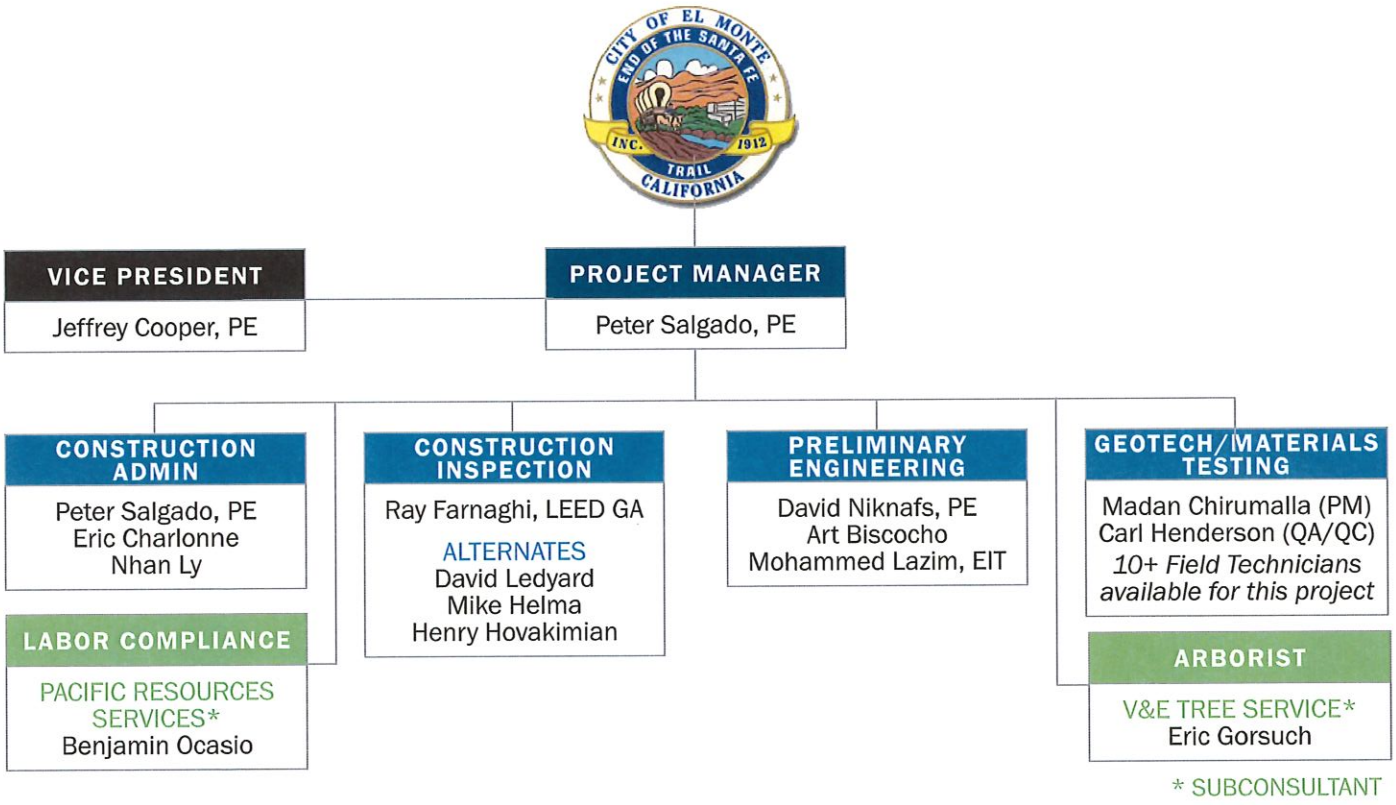
ARBORIST

V&E Tree Service, Inc. has been providing arboricultural services in Southern California for 40 years with a focus on Public Works projects. They offer tree removal, trimming and root pruning services for Contractors on sidewalk, curb and road repair projects. As a Registered Consulting Arborist, **Eric Gorsuch** is often called to assess and evaluate trees that will need to be root pruned for sidewalk repairs. This entails assessing the tree species, size, and condition, then evaluating if the tree will likely tolerate the necessary root pruning. He also monitor projects for Tree Protection compliance for trees to remain.

C. QUALIFICATIONS & EXPERIENCE OF PROPOSER'S PERSONNEL

ORGANIZATION CHART

Our team of experts bring direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested Construction Inspection and Labor Compliance services. Shown below are team roles and responsibilities.



STAFF QUALIFICATIONS

Name	Role	Years	Office Location	Education, Certifications & Licenses	Relevant Project Experience
Peter Salgado, PE	Project Manager/ Construction Admin	20	Irvine	B.S. Civil Engineering; Civil Engineer (CA) No. 63159	Colorado Street/Columbus Ave. Rehab *(Fed Funded)* (City of Glendale); Annual Sidewalk Repairs + Pavement Rehabilitation FY 2008-16 (City of Santa Monica); CDBG Concrete Repair Program, Phase VI (City of West Hollywood)
Eric Charlonne	Construction Admin	40	Remote	Contract Administration; Construction Estimating and Public Contract Law; Caltrans Resident Engineer Academy	As-Needed PM Services (City of El Monte); Bellflower Blvd. at Imperial Hwy. Intersection Improvements (City of Downey); Multiple Street, Sidewalk and Curb Ramp Improvements *(ARRA Funded)* (City of Huntington Beach)
Nhan Ly	Construction Admin	5	Irvine	B.S. Civil Engineering; OCTA Certified: PCC + AC Distress Training	FY 2018-19 Residential + Arterial Street Rehab (City of Stanton); Central Avenue Pavement Rehabilitation (Phase II) (City of Compton)
Ray Farnaghi, LEED GA	Construction Inspector	17	Irvine (mobile)	B.S. Civil Engineering; LEED GA	Colorado Street/Columbus Ave. Rehab *(Fed Funded)* (City of Glendale); CIP 13-01 Street Improvements *(CDBG)* (City of Compton); Highland Ave. Rehab (City of Glendale)

C. QUALIFICATIONS & EXPERIENCE OF PROPOSER'S PERSONNEL

STAFF QUALIFICATIONS					
Name	Role	Years	Office Location	Education, Certifications & Licenses	Relevant Project Experience
David Ledyard	Alternate Construction Inspector	36	Irvine (mobile)	A.A. Engineering	CIP 13-01 Street Improvements *(CDBG)* (City of Compton); FY 2017-18 Street Rehab *(CDBG)* (City of La Habra Heights); Bellflower Blvd/ Alondra Blvd Rehabilitation (City of Bellflower)
Mike Helma, LEED AP	Alternate Construction Inspector	30	Irvine (mobile)	B.S. Civil Engineering; LEED AP	FY 2019-20 Annual Pavement Preservation Program (City of Yorba Linda); FY 19-20 Arterial Roadway Rehab (City of Placentia)
Henry Hovakimian	Alternate Construction Inspector	35	Irvine (mobile)	B.S. Business A.A. Administration (Management)	CIP 13-01 Street Improvements (CDBG) (City of Compton); Placentia Avenue Rehabilitation (Fed Funded) (City of Placentia); Alicia Parkway Rehabilitation (City of Aliso Viejo)
David Niknafs, PE	Preliminary Engineering Project Manager	30	Irvine	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 42697	El Monte Avenue and Baldwin Avenue Street Improvements (City of El Monte); FY2019-20 Street Imp.(City of La Habra Heights)
Art Biscocho	Preliminary Engineering	30	Irvine	B.S. Civil Engineering	El Monte Avenue and Baldwin Avenue Street Improvements (City of El Monte); FY2019-20 Street Imp.(City of La Habra Heights)
Mohammed Lazim, EIT	Preliminary Engineering	10	Irvine	B.S. Civil Engineering; A.S. Mathematics and Engineering; EIT (CA) No. 166401	El Monte Avenue and Baldwin Avenue Street Improvements (City of El Monte); FY2019-20 Street Imp. (City of La Habra Heights)
Madan Chirumalla, PE, GE	Geotech PM for Testing Services	15+	Irvine	M.S. Civil/Geotechnical Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 74186; Geotechnical Engineer (CA) No. 3047	El Monte Avenue and Baldwin Avenue Street Improvements (City of El Monte); Georgia Street Bridge and Retaining Walls Rehabilitation (City of San Diego); Barren Ridge Renewable Energy Transmission (BRRTP) (Los Angeles DWP)
Carl Henderson, PhD, PE, GE	Geotech QA/QC for Testing Services	22	San Diego	Ph.D. Civil Engineering; M.S. Civil Engineering (Geotechnical); B.S. Civil Engineering; Geotechnical Engineer (CA) No. 2886; Civil Engineer (CA) No. 71115	Beryl Street Drainage and Street Improvements (City of Redondo Beach); Residential Slurry Seal and Arterial Roadway Rehabilitation (City of Placentia); Annual Residential Street Rehabilitation (City of Compton)
Benjamin Ocasio	Labor Compliance	25+	El Monte	M.P.A. Public Affairs B.S. Urban & Regional Planning	Lambert Park Improvements (City of El Monte); Bellflower Blvd./Alondra Blvd. Rehab (City of Bellflower); Central Avenue Pavement Rehabilitation (Phase II) (City of Compton)
Eric Gorsuch	Arborist	19	Orange	ASCA Registered Consulting Arborist #575; ISA Certified Arborist WE-7438A; ISA Tree Risk Assessment Qualified; TCIA Certified Treecare Safety Professional 00144; OSHA 30-hour Training	Sidewalk Repairs (City of Los Angeles); Cravens Avenue (City of Torrance); Tree Inventory and Survey (City of Laguna Woods); Culver Boulevard Realignment (Ortiz Enterprises); Lang Park (City of Laguna Beach); District-Wide Tree Evaluations (Downey Unified School District): Irvine Historic Ranch (City of Irvine); Sidewalk Repairs (City of Newport Beach)

SIDEWALK AND CURB RECONSTRUCTION, PHASE 2

Based on a review of the RFP and site visit, we understand the scope of work to include parkway improvements along various local/residential roadways within the City (Areas 5, 6, and 10 per project location map), including; reconstruction of existing PCC sidewalks, curb and gutter, driveways, and ADA curb ramps; tree root pruning; and potential tree removal/replacement.

PROJECT-SPECIFIC ISSUES

Based on our extensive experience working on projects of similar scope, we have identified the following general issues that our team will be cognizant of during pre-construction and construction inspection:

Preliminary Engineering Field Evaluation and Repair Recommendations – Recent Experience: Our team recently completed a similar scope for the Cities of Placentia and Yorba Linda; wherein both our engineering design team worked in concert with our construction support team to evaluate and identify sidewalk and curb ramps areas. Input from both our design and construction professionals allowed us to provide our clients with the most cost-effective scope for repairs.

We will prepare the list of repair locations for each phase to be included in the Project Specifications based on preliminary project list provided by the City. We will locate, quantify, and mark all locations of damaged sidewalk to be reconstructed or grinded; damaged curb, gutter and driveway approach to be removed and replaced; new curb ramp and truncated dome to be installed. We will use orange spray paint to mark the limits of repair. The City will provide a sample spread sheet to list all the items to be removed or repaired. We will coordinate and walk the first three blocks with the City's Project Manager to review and discuss the City's criteria in choosing the locations to be removed or repaired.

Field Evaluation and Repair Recommendations – Potential PCC Grinding vs Reconstruction: Based on a preliminary site visit, we noted several locations where PCC pavement cracking or lifting could be addressed by PCC grinding versus reconstruction. This in turn would notably reduce construction costs. On previous citywide sidewalk repair projects with the City of Santa Monica, working in concert with City staff, we converted a significant number of designated reconstruction locations to PCC grinding, saving the City a significant amount of cost, and allowing staff to add more repair locations that would have otherwise been deferred to a later project.

Previous Experience: Our team has provided construction support services on several citywide sidewalk repair projects for a number of cities, including, the **City of Torrance (Citywide Sidewalk Repairs FY 2019)**, **City of Yorba Linda (Annual Pavement Preservation FY 2011-2020)**, and the **City of Santa Monica (Annual Sidewalk Repairs and Street Rehabilitation FY 2008-2016)**. This in turn gives our team the experience and technical expertise to facilitate the completion of your project in a timely and cost-effective manner.

PCC Parkway Repairs Tracking: On previous projects with the City of Santa Monica, we prepared and maintained a comprehensive spreadsheet, tracking PCC Parkway repairs. Specifically, for each address/location, the spreadsheet tracked bid quantities, field measured quantities, and actual repair quantities. The spreadsheet also tracked actual repair dates. This proved to be a useful tool for City staff, not only in terms of tracking actual quantities, but also tracking projected quantities versus remaining construction budget. Also, for legal purposes (trip hazard complaints), the spreadsheet provided staff with a record of when specific locations/addresses were repaired.

Pedestrian/Property Access: We will ensure that a clear and safe path of travel with proper signage is provided to pedestrians at all times. We will work with the contractor to sequence and phase the work so as not to create significant impacts to pedestrian access. One such mitigation is to limit work to one side of the street and two corners at a time. Another mitigation is to require the contractor to remove and pave back repair areas all within the same week so no open areas are left over the weekend.

We will also ensure that access is maintained to all properties at all times. If need be, we will work with the contractor to plate and/or to temporarily grade work areas to maintain ingress and egress to affected properties.

Coordination with Schools: During our site visit, we noted some schools within the project area (including **Wright Elementary School** and **New Lexington Elementary School**). We will work closely with the contractor to coordinate the forming and paving work to maintain access to these facilities and minimize conflicts with school start and dismissal times.

Tree Root Pruning: Our inspectors have extensive experience working with arborists, ensuring that root pruning is performed per the project specifications. On previous sidewalk reconstruction projects with the City of Santa Monica, our team coordinated daily observation of root pruning with the City Arborist.

Public Notification and Public Relations: Our first line of customer service comes from our inspectors. Our

inspectors know the value of maintaining great relations with residents, business owners and anyone affected by a project, and they have proven to be a valuable resource in appeasing public concerns and resolving field issues. An effective and informative public outreach program that informs all affected residents, property owners and motorists about construction impacts and possible traffic delays is critical to the success of any project.

Key elements of our public outreach program include:

- Verbal and written notifications
- Informational flyers about the project
- Advanced written notices about upcoming work
- Verbal communication follow-up to ease public concerns, enabling residents

We will ensure that the formatting and language of the advanced notification is reviewed and approved by the City and that it is issued in a timely manner. If the team requires assistance in preparation of the notification, we have an in-house graphic designer that can format notifications/flyers to the City's satisfaction.

Our inspector will also ensure that verbal follow-ups are made prior to and during construction so as to minimize complaints. Indeed all of our inspectors and construction managers are adept at responding to public complaints and concerns.

PROJECT APPROACH

Our approach to construction support services is centered on our established policy of consistent and effective employee oversight. The project manager will closely monitor projects to verify that our construction managers and inspectors are performing within the guidelines of our established management and inspection procedures, which are patterned after the Caltrans Construction Manual. NV5 takes this a step further by formulating and implementing a proactive public relations program and a concerted effort to identify previously unforeseen potential claims.

Communication: Our construction support team will be the point of contact for all project correspondence and communication between the City, the contractor, the design team and other project stakeholders. Our team will be in constant communication with the City's project manager, making sure he or she has updated information on project status, as well as any on-site or any contractual issues.

Schedule Control: Our construction support services team gives considerable attention to monitoring project schedules. We will coordinate, review and make recommendations for changes to the Critical Path Method (CPM) schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be updated. We will review the contractor's schedule on a weekly basis and will maintain an as-built/working schedule to reflect as-built conditions to date.

Cost Control and Reporting: Cost control is a key element to successfully delivering a project and must be thoroughly integrated with other control methods (scope change control, schedule control and quality control) to assure that the City receives full value for all funds earmarked for the project. Key elements of our cost control program include: establishment and maintenance of a project budget; value engineering and constructability reviews of project plans and specifications; sufficient vetting of owner-requested or contractor-generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log.

NV5 provides a monthly status report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, and a summary of issues and concerns pending resolution.

Labor Compliance and Wage Monitoring: We will review funding with the City to confirm any special requirements affecting the work, and identify accounting and reporting requirements. We will enforce any applicable Labor Compliance requirements and assure all certified payroll reports are submitted each month with the payment applications. Our trusted subconsultant **Pacific Resources Services** will review these reports, verify payroll amounts against wage reports and then submit to the City for filing. They will also perform monthly EEO interviews and complete the required forms. NV5 and **Pacific Resources Services** will work with the contractor to maintain adequate project files and to correct any and all labor compliance violations.

Federal Funding Requirements: For federally funded projects, we will assure that all documentation complies with the Caltrans Local Assistance Procedures Manual. For our inspection team, this entails maintaining quantity calculations and field sketches to support payments to the contractor; assuring use of a construction inspection report template that meets Caltrans standards; using a uniform filing system consisting of change order documentation, material testing reports, DBE reports, CPM schedules, meeting minutes, SWPPP documents and certified payroll documents; conducting employee interviews; assuring completion of as-builts; and assuring posting of wage rate regulations.

CONTACT INFO
ray.farnaghi@nv5.com
949.585.0477

EXPERIENCE
17 years

EDUCATION
B.S. Civil Engineering

LICENSES/CERTIFICATES
LEED GA

RAY FARNAGHI, LEED GA

Construction Inspector

Mr. Farnaghi has more than 17 years of successful demonstrated experience in the construction management and inspection of large-scale and complex projects. Mr. Farnaghi's experience includes several large facility and park renovations and improvements. He understands the balance between working effectively with architects, engineers, contractors, inspectors, and construction crews. He works diligently to ensure that all construction activities have a strategic plan and can offer sensible resolutions to avoid delays.

Project Experience

Colorado Street and Columbus Avenue Rehabilitation

CITY OF GLENDALE | GLENDALE, CA

Construction Inspector. Mr. Farnaghi provided construction inspection services for this federally funded street rehabilitation project. The Scope of Work included selective removal/reconstruction/surface grinding of deteriorated pavement and placement of asphalt concrete pavement; placement of asphalt rubber hot mix pavement (ARHM) over asphalt leveling course; selective removal and repair of broken and damaged sidewalks, curbs and gutters, driveway approaches, local depressions, and alley aprons; installation of curb ramps meeting Federal ADA requirements; planting of trees; adjustment of manholes and water meters to grade; traffic signal modification; traffic striping; and reconstruction of 121 LF of damaged sewer mains.

CIP 13-01 Street Improvements (CDBG)

CITY OF COMPTON | COMPTON, CA

Construction Inspector. Mr. Farnaghi provided daily inspection services for the City's CIP 13-01 Street Improvements project. The project included: citywide reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; reconstruction and resurfacing of existing AC pavement; traffic loop replacement; traffic striping and signage; and other minor associated work.

Highland Avenue Rehabilitation

CITY OF GLENDALE | GLENDALE, CA

Construction Inspector. Mr. Farnaghi provided inspection services for the Highland Avenue rehabilitation project. The scope of work included the removal and reconstruction of deteriorated pavement; surface grinding and placement of ARHM; construction of new concrete curb and gutters and longitudinal gutter; removal and reconstruction of concrete curbs, curb and gutters, cross gutters, alley aprons, driveways, and sidewalks; construction of curb ramps meeting ADA requirements; removal and planting of trees and pruning of tree roots; adjustment of existing manholes, water valves, water meters, and other utilities to finished grade; relocation of decorative street lights; sanitary sewer improvements; installation of striping and other pavement markings; and installation of vehicle detection cameras.

Kermore Lane Street Reconstruction

CITY OF STANTON | STANTON, CA

Construction Inspector. Mr. Farnaghi provided construction inspection services for the Kermore Lane Street Reconstruction project. The project consisted of street reconstruction and resurfacing, and reconstruction of PCC sidewalks, driveways, and curb and gutter.

CONTACT INFO
first.last@nv5.com
949.585.0477

EXPERIENCE
25+ years

EDUCATION
M.P.A. Public Affairs

B.S. Urban & Regional Planning

Valley Leadership Institute

BENJAMIN OCASIO

Labor Compliance *(Pacific Resource Services)*

Mr. Ocasio has more than 25 years of years of experience providing prevailing wage monitoring and enforcement services, Project Labor Agreement/Project Stabilization Agreement, workforce and business outreach services, and Disadvantaged Business Enterprises compliance services on numerous large public works projects throughout Southern California. He began his prevailing wage career as a Management Assistant with the City of Los Angeles Office of Contract Compliance. He also received training as a Caltrans Inspector.

Project Experience

Lambert Park Improvements
CITY OF EL MONTE | EL MONTE, CA

Labor Compliance: As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for this 9-acre park and playground project. Improvements include construction of a new CMU concession and restroom building; hardscape, decorative paving, decomposed granite walking and jogging path, and play surfacing; landscaping and irrigation; playground and play equipment; exercise areas and equipment; shade structures and miscellaneous site furnishings; site lighting; site drainage; on- and off-site utilities; renovation of an existing maintenance building; new turf for athletic fields (soccer fields and baseball diamonds); and renovation of existing AC parking lot.

Bellflower Boulevard and Alondra Boulevard Rehabilitation
CITY OF BELLFLOWER | BELLFLOWER, CA

Labor Compliance: As a subconsultant to NV5, Pacific Resources Services provided labor compliance and funding oversight services for this $1.4M federally funded street improvement project. The project included reconstruction and resurfacing of AC pavement, installation of new traffic loops, adjustment of utilities to grade, and new traffic signage and striping.

Central Avenue Pavement Rehabilitation (Phase II)
CITY OF COMPTON | COMPTON, CA

Labor Compliance: As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for the Central Avenue Pavement Rehabilitation (Phase II) project. The project includes Cold-In-Place Recycling and Cement Treatment of AC structural section; coldmill and overlay; reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; traffic loop replacement; utility adjustments; and traffic striping and signage.

University Drive Widening
CITY OF IRVINE | IRVINE, CA

Labor Compliance: As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for the University Drive Widening (from Campus Drive to MacArthur Boulevard) project, which included parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail.

CONTACT INFO
eric@vetreeservice.com
Office: 714-997-0903
Cell: 714-222-2735

EXPERIENCE
19 years

LICENSES/CERTIFICATES
ASCA Registered Consulting Arborist #575

ISA Certified Arborist, WE-7438A

ISA Tree Risk Assessment Qualified

TCIA Certified Treecare Safety Professional #00144

OSHA 30-Hour Training

REGISTRATIONS
International Society of Arboriculture Tree Risk Assessor

AFFILIATIONS
American Society of Consulting Arborists

International Society of Arboriculture, Professional Member, Exam Proctor

International Society of Arboriculture, Western Chapter

Tree Care Industry Association

ERIC R. GORSUCH

Arborist *(V&E Tree Service)*

Eric Gorsuch is an Arborist, Estimator and Safety Manager who evaluates and inspects trees for commercial and residential clients, municipalities, parks, school districts, community associations, contractors, attorneys, and insurance professionals. As well as providing estimates, his position is to advise and educate clients on the proper care and maintenance of trees. A primary focus is identification and evaluation of potential tree risks and hazards. He is familiar with aspects of tree identification, biology, disease and pests, pruning, growth patterns, soil and root issues, and specifics to certain species commonly found in Southern California.

Mr. Gorsuch is a member of the American Society of Consulting Arborists and has received the Registered Consulting Arborist designation. Since 2011 he has worked with Contractors and Municipalities monitoring projects that contain specific Tree Protection Zone and Tree Risk Assessment issues, which includes tree evaluations, consultations, and creating recommendation reports.

His Public Works services include tree trimming, removal, planting, tree protection and root pruning/barrier projects for municipalities. His duties include evaluating plans and specifications, estimating time and equipment needed, coordinating with contractors and municipalities, developing and implementing a work plan, coordinating with crew leaders, managing the project's progress, and following up with clients.

Project Experience

Los Angeles Sidewalk Repairs
HDR | LOS ANGELES, CA

Hall of Justice
CLARK CONSTRUCTION | LOS ANGELES, CA

210 Freeway Soundwall
GRIFFITH COMPANY | LA CANADA, CA

Promenade & Towne Square
GRIFFITH COMPANY | SAN PEDRO, CA

Belmont Pool
NORTHSTAR DEMOLITION | LONG BEACH, CA

Cal Poly Pomona Parking
RDA | POMONA, CA

City of La Palma Project
NUVIS LANDSCAPE DESIGN | LA PALMA, CA

Cravens Avenue
SULLEY-MILLER | TORRANCE, CA

Miragrand Well
PACIFIC HYDROTECH | CLAREMONT. CA

El Capitan State Beach
HANEY ENGINEERING | SANTA BARBARA COUNTY

My Fig Project
ALL AMERICAN ASPHALT | LOS ANGELES, CA

Tree Inventory and Survey
CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

Culver Boulevard Realignment
ORTIZ ENTERPRISES

Lang Park
STL LANDSCAPE | LAGUNA BEACH, CA

District-Wide Tree Evaluations
DOWNEY UNIFIED SCHOOL DISTRICT | DOWNEY, CA

Irvine Historic Ranch
BIG BEN CONSTRUCTION | IRVINE, CA

Sidewalk Repairs
S&H CIVILWORKS | NEWPORT BEACH, CA

Sunset Reservoir
NUVIS LANDSCAPE DESIGN | PASADENA, CA

REFERENCES

Provided below are references of clients for whom Construction Inspection and Labor Compliance services have been performed in the last five years that are comparable in quality and scope to that specified in this RFP.

CITY OF GLENDALE

Gary Edsall
Construction Services Manager

633 E. Broadway
Glendale, CA 91206
818.937.8226
gedsall@glendaleca.gov

Projects:

Colorado Street and Columbus Avenue Rehabilitation (federally funded)

Highland Avenue Rehabilitation

CITY OF COMPTON

John Strickland
Project Manager

205 South Willowbrook Avenue
Compton, CA 90220
310.605.5505
jstrickland@comptoncity.org

Projects:

CIP 13-01 Street Improvements (CDBG)

Central Avenue Pavement Rehabilitation (Phase II)

CITY OF BELLFLOWER

Bernie Iniguez
Public Works Manager

16600 Civic Center Drive
Bellflower, CA 90706
562.804.1424
biniguez@bellflower.org

Projects:

Bellflower Boulevard and Alondra Boulevard Rehabilitation (Federally Funded)

EXHIBIT "C"
COMPENSATION RATE

NV5

FEE PROPOSAL

CITY OF EL MONTE
PROFESSIONAL CONSTRUCTION INSPECTION & CDBG LABOR COMPLIANCE SERVICES
SIDEWALK & CURB RAMP RECONSTRUCTION PROJECT (CIP NO. 052) - PHASE 1

TASK NO.	WORK DESCRIPTION	PROJECT MANAGER $160		INSPECTOR $130		ADMINISTRATION $90		PRELIMINARY ENGINEERING (PROJECT ENGINEER) $130		MATERIALS TESTING	V&E TREE SERVICE	PACIFIC RESOURCES	**TOTAL FEE**
		HOURS	$	HOURS	$	HOURS	$	HOURS	$				
1	Preliminary Engineering*		$0		$0		$0	40	$5,200				$5,200
2	Meetings	2	$320	10	$1,300		$0		$0				$1,620
3	Construction Inspection and Reporting**	16	$2,560	406	$52,780	6	$540		$0				$55,880
4	Labor Compliance***		$0		$0		$0		$0			$1,462	$1,462
5	Geotechnical and Materials Testing		$0		$0		$0		$0	$8,933			$8,933
6	Survey****		$0		$0		$0		$0				$0
7	Certified Arborist***		$0		$0		$0		$0		$6,600		$6,600
	Subtotal	18	$2,880	416	$54,080	6	$540	40	$5,200	$8,933	$6,600	$1,462	$79,695

* The proposed fee estimate is based on the City estimated hours outlined in RFP, however, based on our preliminary site visit and previous experience with the work, cost may be higher and that we would appreciate an opportunity to discuss/re-evaluate this portion of the fee with the City representatives when we get the project and when we would've had a chance to review the site in more detail.

** Includes preconstruction, construction and closeout

*** Includes 10% Mark-Up

**** Hours/Cost included in Task 3

NV5 GEOTECH/MATERIALS TESTING COST ESTIMATE City of El Monte - Citywide Sidewalk Reconstruction Project - PHASE 1							
Personnel							**Assumptions**
Senior Field Technician	56	hrs	@	$103.00		$5,768.00	Assuming 56 hours (7 days)
Nuclear Gauge Equipment (Soil, Base, Asphalt)	7	days	@	$60.00		$420.00	
Senior Project Engineer	2	hrs	@	$150.00		$300.00	Assuming 2 hours per phase
Principal Engineer	1	hrs	@	$200.00		$200.00	Assuming 1 hour per phase
Administration	1	hrs	@	$65.00		$65.00	Assuming 1 hour per phase
Laboratory Testing							
AC Maximum Density	2	test	@	$350.00	ea.	$700.00	
Hveem Test and Unit Weight	2	test	@	$170.00	ea.	$340.00	
Extraction - Ignition Oven - including gradation	2	test	@	$170.00	ea.	$340.00	
Asphalt Content	2	test	@	$195.00	ea.	$390.00	
Asphalt Moisture	2	test	@	$30.00	ea.	$60.00	
Max Dry Density and Optimum Moisture (Native Soil)	2	test	@	$175.00	ea.	$350.00	
TOTAL PROJECT ESTIMATE:						**$8,933.00**	

NV5

FEE PROPOSAL

CITY OF EL MONTE
PROFESSIONAL CONSTRUCTION INSPECTION & CDBG LABOR COMPLIANCE SERVICES
SIDEWALK & CURB RAMP RECONSTRUCTION PROJECT (CIP NO. 052) - PHASE 2

TASK NO.	WORK DESCRIPTION	PROJECT MANAGER $160		INSPECTOR $130		ADMINISTRATION $90		PRELIMINARY ENGINEERING (PROJECT ENGINEER) $130		MATERIALS TESTING	V&E TREE SERVICE	PACIFIC RESOURCES	TOTAL FEE
		HOURS	$	HOURS	$	HOURS	$	HOURS	$				
1	Preliminary Engineering*		$0		$0		$0	40	$5,200				$5,200
2	Meetings	2	$320	10	$1,300		$0		$0				$1,620
3	Construction Inspection and Reporting**	16	$2,560	406	$52,780	6	$540		$0				$55,880
4	Labor Compliance***		$0		$0		$0		$0			$1,462	$1,462
5	Geotechnical and Materials Testing		$0		$0		$0		$0	$8,933			$8,933
6	Survey****		$0		$0		$0		$0				$0
7	Certified Arborist***		$0		$0		$0		$0		$6,600		$6,600
	Subtotal	18	$2,880	416	$54,080	6	$540	40	$5,200	$8,933	$6,600	$1,462	$79,695

* The proposed fee estimate is based on the City estimated hours outlined in RFP, however, based on our preliminary site visit and previous experience with the work, cost may be higher and that we would appreciate an opportunity to discuss/re-evaluate this portion of the fee with the City representatives when we get the project and when we would've had a chance to review the site in more detail.

** Includes preconstruction, construction and closeout

*** Includes 10% Mark-Up

**** Hours/Cost included in Task 3

NV5 GEOTECH/MATERIALS TESTING COST ESTIMATE City of El Monte - Citywide Sidewalk Reconstruction Project - PHASE 2							
Personnel							**Assumptions**
Senior Field Technician	56	hrs	@	$103.00		$5,768.00	Assuming 56 hours (7 days)
Nuclear Gauge Equipment (Soil, Base, Asphalt)	7	days	@	$60.00		$420.00	
Senior Project Engineer	2	hrs	@	$150.00		$300.00	Assuming 2 hours per phase
Principal Engineer	1	hrs	@	$200.00		$200.00	Assuming 1 hour per phase
Administration	1	hrs	@	$65.00		$65.00	Assuming 1 hour per phase
Laboratory Testing							
AC Maximum Density	2	test	@	$350.00	ea.	$700.00	
Hveem Test and Unit Weight	2	test	@	$170.00	ea.	$340.00	
Extraction - Ignition Oven - including gradation	2	test	@	$170.00	ea.	$340.00	
Asphalt Content	2	test	@	$195.00	ea.	$390.00	
Asphalt Moisture	2	test	@	$30.00	ea.	$60.00	
Max Dry Density and Optimum Moisture (Native Soil)	2	test	@	$175.00	ea.	$350.00	
TOTAL PROJECT ESTIMATE:						**$8,933.00**	

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 6, 2021

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO KORMEX CONSTRUCTION, INC. FOR THE RAMONA BOULEVARD MEDIAN LANDSCAPE IMPROVEMENT PROJECT - CIP NO. 857 PHASE 2 FOR A NOT-TO-EXCEED AMOUNT OF $192,050

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Construction Contract to Kormex Construction, Inc. for the Ramona Boulevard Median Landscape Improvement Project – CIP No. 857 Phase 2 (the "Project") for an amount of $167,000;

2. Consider and approve the total appropriation of a not-to-exceed amount of $192,050 which includes the contract amount of $167,000 plus a fifteen percent (15%) contingency of $25,050; and

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

BACKGROUND

On May 10, 2021, construction commenced for the Ramona Boulevard Resurfacing Project – CIP No. 857 (the "Project"). This federally funded Project included street improvements, utility adjustments/relocation, street lighting improvements, traffic signing and striping, and median landscape and irrigation improvements between Peck Road and the Easterly City Limits. As part of the median landscape and irrigation improvements, the median on Ramona Boulevard just east of Peck Road has been reconstructed and updated with new landscaping, hardscape, lighting, and irrigation to reflect the City's current planting pallet and median landscape design.

Additionally, there exists a landscaped median on Ramona Boulevard just west of Peck Road which needs to be updated to achieve a uniform appearance and to further beautify the City. However, due to the restrictions imposed by the approved federal funding for CIP No. 857, the Project limits were confined to Ramona Boulevard, beginning at the east of Peck Road to the Easterly City Limits. Consequently, the median to the west of Peck Road could not be included in the scope of work for CIP No. 857, so a separate solicitation was required to perform the work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 12, 2021, the City published the Notice of Inviting Bids (NIB) on the City's website and PlanetBids. On November 3, 2021, staff opened and reviewed the bids and identified the responsible contractor that submitted the lowest responsive bid. The City received seven (7) sealed bids and the order of ranked commences from the lowest responsive bid:

1.	Kormex Construction, Inc.	$ 167,000
2.	Oakwest Services, Inc.	$ 182,686.75
3.	CEM Construction Corporation	$ 188,370.50
4.	FS Contractors, Inc.	$ 197,250
5.	Marina Landscape, Inc.	$ 205,756
6.	KASA Construction, Inc.	$ 217,419
7.	Mariposa Landscape, Inc.	$ 239,206.69

Kormex Construction, Inc. has completed similar projects for the City of Buena Park and Caltrans.

It is staff's recommendation to award the Construction Contract to Kormex Construction, Inc. for a not-to-exceed amount of $192,050 which includes the Contract amount of $167,000 plus a fifteen percent (15%) contingency amount of $25,050.

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

The Project is anticipated to begin in February 2022 and be completed by May 2022.

FISCAL IMPACT/FINANCING

Staff proposed the construction Project budget of $438,000 under the Capital Improvement Project for FY 2021-2022 for City Council approval. Staff requests for a not-to-exceed amount of $192,050 (see the table on the following page for the fund distribution).

Funding Allocation for Construction Contract		Total
Measure R (Account No. 212-67-857-8221)	$	**192,050**
TOTAL FUNDING BUDGET	$	**192,050**

CONCLUSION

Staff recommends that the City Council approve a Construction Contract with Kormex Construction, Inc. for the Ramona Boulevard Median Landscape Improvement Project - CIP No. 857 Phase 2 for a Contract amount of $167,000 plus a fifteen percent (15%) contingency for a total not-to-exceed amount of $192,050; and authorize the City Manager, or her designee, to execute the Contract.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Public Works and Utilities Director

Attachment 1: Project Budget Summary
Attachment 2: Bid Proposal from Kormex Construction, Inc.
Attachment 3: Draft Construction Contract

DATE: DECEMBER 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

ATTACHMENT 1

RAMONA BOULEVARD MEDIAN LANDSCAPE IMPROVEMENT PROJECT - CIP NO. 857
PHASE 2

PROJECT BUDGET

Project Activity	Previously Awarded	Requested	Total
Project Management	$ 2,800	$ -	$ 2,800
Design	$ 6,800	$ -	$ 6,800
Construction Contract	$ -	$ 167,000	$ 167,000
15% Construction Contract Contingency	$ -	$ 25,050	$ 25,050
TOTAL PROJECT BUDGET	**$ 9,600**	**$ 192,050**	**$ 201,650**

Funding Category	Previously Budgeted	Requested	Total
Measure R	$ 438,000	$ -	$ 438,000
TOTAL FUNDING BUDGET	**$ 438,000**	**$ -**	**$ 438,000**

Funding Allocation for Construction Contract	Total
Measure R	$ 192,050
TOTAL FUNDING BUDGET	**$ 192,050**

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

ATTACHMENT 2

Bid Proposal from Kormex Construction, Inc.

City of El Monte

Addendum No. 1

< Back to Bid Search

Ramona Boulevard Median Landscape Improvement Proj...

4 02 34

Bid Information Line Items

Q&A Deadline October 26, 2021 4:00 PM (PDT)

Documents Addenda/Emails

Q&A Prospective Bidders

Set 1 Published on Addendum 1 10/27/2021 3:19 PM (PDT) 6 questions

Answer

1.1 Is there an existing electrical conduit from the service cabinet on th

Question

Is there an existing electrical conduit from the service cabinet on the sidewalk to the median planting area?

Answer

A new electrical conduit shall be installed from the service cabinet to the median planting area and shall be included the bid price for Bid Item No. 23

1.2 Is a flow sensor required? if so, what is the manufacturer and model n

Question

Is a flow sensor required? if so, what is the manufacturer and model number?

Answer

1.3 Is the intention to remove and replace the top 18" of existing soil wi

Question

Your eBid is currently a Draft

Dark Mode | Privacy Policy | Terms & Conditions

City of El Monte

...the PCC paving in the median. The topsoil areas where color PCC is to be constructed on shall be compacted to 90% relative compact on

1.4 Is SWPPPs required?

Question
Is SWPPPs required?

Answer
Yes and shall be included in Bid Item No. 1 Mobilization/Demobilization, as specified in the Technical Provisions

1.5 Is surveying required?

Question
Is surveying required?

Answer
No surveying is required

1.6 Is this project subject to a PLA (Project Labor Agreement), a PSA (Pro...

Question
Is this project subject to a PLA (Project Labor Agreement), a PSA (Project Stabilization Agreement), a CBA (Collective Bargaining Agreement), a CWA (Community Workforce Agreement), or anything of that nature?

Answer
No

Addendum No. 1 Acknowledgement Monick J Lopez 11/3/21

Your eBid is currently a Draft

BIDDER'S CHECKLIST
MUST BE TURNED IN WITH BID

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

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

Initial: MV Date: 11/2/21

b) **PROPOSAL SIGNATURE SHEET**
To be filled in and signed by the Bidder. Failure to sign the Bid Schedule may result in a non-qualified bid.

Initial: MV Date: 11/2/21

2. **BID SECURITY ACCOMPANYING BID**
The bid bond is to be executed by the Bidder and the surety company unless bid is accompanied by cash or certified check. The amount of this bond shall be not less than ten percent (10%) of the total amount bid and may be shown in dollars or on a percentage basis. The original bid security shall be submitted to the City Clerk prior to the bid due date and time. Proof of delivery that is date/time stamped and signed for by the City Clerk from other couriers other than Certified Mail will be accepted. A copy of the proof of delivery shall be submitted with the bid package by the bid due date.

Initial: MV Date: 11/2/21

3. **NON-COLLUSION DECLARATION**
A Non-Collusion Declaration must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: MV Date: 11/2/21

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

Initial: MV Date: 11/2/21

BIDDER'S CHECKLIST - CONTINUED

5. **DESIGNATION OF SUBCONTRACTORS**

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

Initial: MV Date: 11/2/21

6. **INSURANCE**

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

Initial: MV Date: 11/2/21

7. **SITE VISIT**

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

Initial: MV Date: 11/2/21

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

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

Initial: MV Date: 11/2/21

9. **PERFORMANCE AND PAYMENT BONDS**

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

Initial: MV Date: 11/2/21

10. **WORK SCHEDULE**

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

Initial: MV Date: 11/2/21

11. **ADDENDA**

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

Initial: MV Date: 11/2/21

BIDDER'S CHECKLIST - CONTINUED

12. **WORKERS COMPENSATION**

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

Initial: MV Date: 11/2/21

BID PROPOSAL

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

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

The undersigned Bidder hereby proposes to furnish and deliver all necessary labor, tools, equipment, and other means of construction to perform the work required for the completion of the project entitled **"RAMONA BOULEVARD MEDIAN LANDSCAPE IMPROVEMENT PROJECT, CIP 857 PHASE 2"** in accordance with the intent of all plans, specifications, and addenda issued by the City of El Monte, Public Works Department prior to the opening of the bid proposals.

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

The Bidder further agrees to complete all work required under the Contract within sixty (60) working days from the date designated in the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule. The terms "working days" or "work days" means any day of the week, excluding Saturday, Sunday and any federally observed holiday.

The Bidder acknowledges that it understands that a waiting period from time of bid opening until award may be sixty (60) calendar days during which time Bidder may not withdraw its bid. The Bidder further acknowledges that it has adjusted its bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

Company Name: Kormex Construction, Inc.

Bidder's Name (Printed): Monick J Lopez
Bidder's Title: Corporate Secretary

Bidder's Signature: Monick J Lopez
Date: 11/2/21

Address: 2324 S Vineyard Ave Ste K
Ontario, Ca 91761
Phone Number: 909-218-5700

Contractor's License Number: 1073142
Classification: A/C27
Expiration Date: 2/28/23

PER PLANETBIDS

BID SCHEDULE

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

Item	Description	Estimated Quantity	Unit	Unit Price ($)	Total ($)
1	Mobilization/Demobilization (5% Maximum)	1	LS		
2	Furnish and install Class A topsoil for median planting areas.	155	CY		
3	Unclassified excavation in median for planting area imported topsoil.	125	CY		
4	Construct cobblestone paving in median.	135	SF		
5	Construct integral color PCC paving in median.	730	SF		
6	Perform soil preparation.	1,195	SF		
7	Furnish and install 18-foot high BTH Date Palm complete per plan.	5	EA		
8	Furnish and install 5-gallon size shrub.	90	EA		
9	Furnish and install 1-gallon size shrub.	224	EA		
10	Furnish and install 3-inch layer of shredded wood chip mulch top dress.	12	CY		
11	Perform water service connection to existing irrigation system complete per plan including salvaging/ repairing existing backflow device, construction of PCC pad and furnishing & installing new backflow enclosure	1	LS		
12	Furnish and install LEIT controller assembly complete per plan	1	LS		
13	Furnish and install remote control master valve assembly complete including valve box and control wires to irrigation controller	1	EA		
14	Furnish and install wye strainer/pressure regulator complete per plan including valve box	1	EA		
15	Furnish and install gate valve assembly complete including valve box.	1	EA		
16	Furnish and install quick coupling valve assembly complete including valve box.	1	EA		
17	Furnish and install 1-inch size remote control valve assembly complete including valve box and control wires to irrigation controller.	1	EA		
18	Furnish and install 1-inch size remote control drip zone valve assembly complete including valve box and control wires to irrigation controller.	1	EA		
19	Furnish and install RZWS assembly complete including serving laterals.	10	EA		
20	Furnish and install subsurface drip irrigation system complete per plan including serving laterals, drip headers, flush valves and operation indicators.	1,195	SF		

PER PLANETBIDS

21	Furnish and install 1-1/2-inch size Schedule 40 PVC mainline.	15	LF		
22	Perform 90-Day Landscape Maintenance Period per specifications.	1	LS		
23	Furnish and install median electrical lighting system, including directional boring/trenching, complete per plans and specifications.	1	LS		
24	Traffic Control, Public Convenience and Safety	1	LS		

TOTAL BID $_____

TOTAL BID IN WORDS

_____

_____

Monick J Lopez

Bond No. 145

BID SECURITY

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

THAT WE, THE UNDERSIGNED, Kormex Construction, Inc., as principal; and Old Republic Surety Company, as Surety, are hereby held and bound unto the CITY OF EL MONTE, hereinafter "City", in the sum of TEN PERCENT OF THE AMOUNT OF THE BID dollars ($10%*******), which sum is equal to at least ten percent (10%) of the total amount of the bid for the work, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and made a part hereof, to enter into a Contract, in writing, for the construction of: **"RAMONA BOULEVARD MEDIAN LANDSCAPE IMPROVEMENT PROJECT, CIP 857 PHASE 2".**

NOW, THEREFORE,

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

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

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

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 1st day of November, 2021, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ Affix
(Individual Principal)

_____
(Address) (Business Address)

_____
(Individual Principal)

_____
(Address) (Business Address)

Kormex Construction, Inc.
(Corporate Principal)

2324 Vineyard Ave., Suite K, Ontario, CA 91761
(Business Address)

By: _____
Monick J. Lopez - Corp Secretary

(Corporate Seal)

BID SECURITY (Continued)

ATTEST:

Old Republic Surety Company
(Corporate Surety)

14728 Pipeline Ave, Suite E, Chino Hills, CA 91709

By: _____
Leslie M. Mantle - Attorney In Fact

The rate of premium on this bond is NA per thousand.
Total amount of premium charged $ NA

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On November 2nd, 2021 (*Date*) before me, Noreen Mantle – Notary Public (*Here Insert Name and Title of the Officer*)

personally appeared Monick J. Lopez (*Name(s) of Signer(s)*)

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

NOREEN MANTLE
COMM #2288768
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires June 13, 2023

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

WITNESS my hand and official seal.

Signature _____ (*Signature of Notary Public*)

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Monick J. Lopez	Signer's Name: _____
☒ Corporate Officer – Title(s): Corp Secretary	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: Kormex Construction, Inc.	Signer is Representing: _____

©2018 National Notary Association

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On November 1st, 2021 before me, Mary Martignoni – Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Leslie M. Mantle
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

MARY MARTIGNONI
COMM #2301319
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires Sept. 9, 2023

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Leslie M. Mantle	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Old Republic Surety Company	Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

LESLIE M MANTLE, OF FULLERTON, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23RD day of FEBRUARY, 2021.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 23RD day of FEBRUARY, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-5600

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 1st day of November, 2021.

Karen J. Haffner
Assistant Secretary

LESRON INSURANCE AGENCY, INC.

22851-W POAORS 102020

NON-COLLUSION DECLARATION

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
)

The undersigned declares:

I am the Corporate Secretary of Kormex Construction, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/2/21 [date], at Fullerton [City], CA [state].

Bidder's Name (Printed): Monick J Lopez

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

Bidder's Title: Corporate Secretary

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On November 2nd, 2021 (*Date*) before me, Noreen Mantle – Notary Public (*Here Insert Name and Title of the Officer*)

personally appeared Monick J. Lopez (*Name(s) of Signer(s)*)

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

NOREEN MANTLE
COMM #2288768
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires June 13, 2023

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

WITNESS my hand and official seal.

Signature _____ (*Signature of Notary Public*)

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Monick J. Lopez	Signer's Name: _____
☒ Corporate Officer – Title(s): Corp Secretary	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: Kormex Construction, Inc.	Signer is Representing: _____

©2018 National Notary Association

EXPERIENCE QUALIFICATIONS

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

The Bidder has been engaged in the contracting business under the present business name for <1 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 25 years.

The Bidder ***shall have*** satisfactorily completed the following:

- At least one (1) prevailing wage public contract in the State of California.
- At least one (1) construction project(s) of similar nature, scope and complexity for public agencies, completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

The Bidder ***shall demonstrate*** by completing the forms on the following pages to provide information on
1) **Current** Construction Contract(s) that is similar in nature, scope and complexity for public agencies with the dollar value of Bidder's portion of each such project more than 50% of the bid [list five projects maximum]; and
2) **Completed** Construction Contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate [list five projects maximum]. Make additional copies of the attached forms as necessary.

The following is a list of plant and equipment owned by the Bidder, which is available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
2	Bobcat Mini Ex	Good	Ontario
2	Bobcat Loaders	Good	Ontario
1	Bobtail Dump Truck	Good	Ontario
2	Traffic Control Truck w/ Arrow Brd	Good	Ontario
Several	Misc Traffic Control Equipment	New	Ontario
Several	Misc Compaction and Hand Tools	New	Ontario

Bidder's Name (Printed): Monick J Lopez

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

Bidder's Title: Corporate Secretary

Date: 11/2/21

EXPERIENCE QUALIFICATIONS

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

SEPARATE PROJECT ATTACHMENTS ARE NOT ACCEPTABLE IN LIEU OF THIS DOCUMENT

1. *Complete the following information for your **current** construction **c**ontract(s) that is similar in nature, scope and complexity for public agencies with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate. (List **five** projects maximum and attach separate sheets. If **one** or **zero** current projects, list your **two** most recently completed projects.)*

(a) *Name of Project:* Site Improvements 10 Freeway Los Angeles

(b) *Client:* Caltrans

(c) *Project Address:* Route10 Between Maple to 16th in Downtown Los Angeles

City: Los Angeles *State:* CA *Zip:* 90015

(d) *Contact Name:* Moe Izadpanah

(e) *Contact Phone:* (213) 793-7418

(f) *Design Engineer Name:* Moe Izadpanah

(g) *Design Engineer Phone:* (213) 793-7418

(h) *Type of Project:* Demo, Asphalt, Concrete

(i) *Contract Type:* Public Works Construction

(j) *Contract Amount:* 1,045,000

(k) *Percent Change Orders to Base Contract:* 0%

(l) *Percent Complete:* 100%

(m) *Percent Work Performed With Own Forces:* 90%

(n) *Scheduled Completion Date:* 5/21

(o) *Forecast/Actual Completion Date:* 5/21

(p) *Explain any differences between scheduled and forecast/actual completion dates:*

Not Applicable

(q) *Explain any differences between the original contract price and the forecast/ actual cost to complete:*

Not Applicable

2. *Complete the following information for* ***completed*** construction contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the bid, *including, but not limited to contracts with the City of El Monte (List* ***five*** *projects maximum and attach additional sheets as necessary.*

(a) *Name of Project Manager/Superintendent:* Norm Wray

(b) *Name of Project:* Orangethorpe Median West of Knott in Buena Park

(c) *Client:* City of Buena Park

(d) *Project Address:* 3600 Beach Blvd

City: Buena Park *State:* CA *Zip:* 90620

(e) *Contact Phone:* (714) 562-3699

(f) *Design Engineer Name:* Norm Wray

(g) *Design Engineer Phone:* (714) 441-2722

(h) *Type of Project:* Median Construction

(i) *Contract Type:* Public Works Construction

(j) *Contract Amount:* $152,000

(k) *Percent Change Orders to Base Contract:* +10%

(l) *Percent Complete:* 100%

(m) *Percent Work Performed With Own Forces:* 90%

(n) *Scheduled Completion Date:* 6/21

(o) *Actual Completion Date:* 6/21

(p) *Explain any differences between scheduled and actual completion dates:* Not Applicable

(q) *Explain any differences between the original contract price and the actual cost to complete:* Requested Extra Work by City

DESIGNATION OF SUBCONTRACTORS

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

Include this "Designation of Subcontractors" form and "Subcontractors Workers Classification Form" with Bid

In compliance with sections 4100-4114 of the California Public Contract Code, each Bidder shall submit the name, contractor license number, and business location of each subcontractor who will perform work or labor or render service to the Contractor for the construction of the work performed under these specifications in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid. If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. (Attach additional forms as necessary)

Name of Subcontractor	Street Address of Shop, Mill or Office	Type of Work/Category Contract	$ Value of Work to be Performed	DIR Registration Number	Subcontractor's License Number, Type, Expiration Date
VT Electric, Inc.	10825 Vernon Ave Ontario, CA 91762	Electrical Splice and Energize	3%	1000005674	756715 C10 12/31/22

If no subcontractors will be used, write "NONE" here: _____

I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed this 2nd day of November, 2021, in Ontario, California

By: Monick J Lopez

Contractor Company Name: Kormex Construction, Inc.

DESIGNATION OF SUBCONTRACTORS FORM MUST BE TURNED IN WITH BID

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On November 2nd, 2021 (*Date*) before me, Noreen Mantle – Notary Public (*Here Insert Name and Title of the Officer*)

personally appeared Monick J. Lopez (*Name(s) of Signer(s)*)

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

NOREEN MANTLE
COMM #2288768
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires June 13, 2023

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

WITNESS my hand and official seal.

Signature _____ (*Signature of Notary Public*)

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Monick J. Lopez	Signer's Name:
☒ Corporate Officer – Title(s): Corp Secretary	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: Kormex Construction, Inc.	Signer is Representing:

©2018 National Notary Association

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM							
Subcontractor Business Name	VT Electric, Inc.						
Subcontractor Registration Number with DIR	1000005674						
Contact Person Name	Tony Tran						
Contact Person Title	Owner						
Contact Person Phone Number	(951) 545-8426						
Contact Person E-mail Address	tony@vtelectric.net						
Workers Classifications							
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT **MASONS**		DRYWALL FINISHER		DRYWALULATHERS
X	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERERS		ROOFERS
	SHEET METAL		**SOUND/COMM**		SURVEYORS		TEAMSTER
	TILE WORKERS						

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

If no subcontractors will be used, write "NONE" here: _____

SUBCONTRACTORS WORKERS CLASSIFICATION FORM MUST BE TURNED IN WITH BID

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

ATTACHMENT 3

Draft Construction Contract

2021
CONSTRUCTION CONTRACT
(Name of Construction Contractor: Kormex Construction, Inc.)
(Name of Project: Ramona Boulevard Median Landscape Improvement Project – CIP No. 857 Phase 2)

THIS CONSTRUCTION CONTRACT (hereinafter, "Contract") is made and entered into this _____ day of _____ 2021 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and KORMEX CONSTRUCTION, INC. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires construction services for the Ramona Boulevard Median Landscape Improvement Project – CIP No. 857 Phase 2 (hereinafter, the "Project"); and

WHEREAS, CITY issued notice inviting competitive bids for the Project on October 12, 2021; and

WHEREAS, following the opening of bids on November 3, 2021, CONTRACTOR was determined to be the lowest responsive and responsible bidder for the Project; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council ("City Council") at its Regular Meeting of December 7, 2021 under Agenda Item No. _____.

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

I.
THE CONTRACT DOCUMENTS

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

a) Invitation to Bid entitled "Bidding Solicitation Package for Ramona Boulevard Median Landscape Improvement Project, CIP 857 Phase 2," dated October 12, 2021, (hereinafter, the "Bid Solicitation Packet");
b) CONTRACTOR's submitted Bid Proposal dated November 2, 2021, which is attached hereto as **Exhibit "A"**;

c) CONTRACTOR's submitted Bid Schedule which is attached and incorporated hereto as **Exhibit "B"**;
d) CONTRACTOR's submitted Designation of Subcontractors dated November 2, 2021, which is attached and incorporated hereto as **Exhibit "C"**;
e) This Contract (Contract No. 21PW11130);
f) CONTRACTOR's Bid Security dated November 1, 2021, which is attached hereto as **Exhibit "D"**;
g) CONTRACTOR's Payment Bond No. [INSERT BOND NO.] dated [INSERT DATE OF PAYMENT BOND], a true and correct copy of which is attached hereto as **Exhibit "E"**;
h) CONTRACTOR's Performance Bond No. [INSERT BOND NO.] dated [INSERT DATE OF PERFORMANCE BOND], a true and correct copy of which is attached hereto as **Exhibit "F"**;
i) CONTRACTOR's submitted Non-Collusion Declaration, dated November 2, 2021, which is attached and incorporated hereto as **Exhibit "H"**;
j) CONTRACTOR's Certification Regarding Worker's Compensation, which is attached and incorporated hereto as **Exhibit "I"**;
k) Contract Drawings;
l) Technical Specifications of the Bid Solicitation Packet;
m) Supplementary and Special Conditions to the Bid Solicitation Packet, if any;
n) All documents made a part of this Contract under the terms of the Bid Solicitation Packet; and
o) All Change Orders approved by CITY.

II.
WORK TO BE PERFORMED

2.1 The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the RAMONA BOULVEVARD MEDIAN LANDSCAPE IMPROVEMENT PROJECT – CIP NO. 857 PHASE 2, as called for, and in the manner designated in, and in strict conformity with the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives. The CITY hereby designates as its representative for the purpose of this Contract the following named person: The Director of Public Works and Utilities.

III.
CONTRACT PRICE

3.1 The CITY agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the work, above agreed to be done, the contract sum of **ONE HUNDRED SIXTY-SEVEN THOUSAND DOLLARS ($167,000)** for the completion of the Project (hereinafter, the "Bid Price"). Section 3.24.075 of the El Monte Municipal Code notwithstanding, the City Council, by its approval of

this Contract, further delegates to the City Manager, the authority to approve and execute change orders without additional approval of the City Council provided the total combined amount of all changes orders so approved by the City Manager does not exceed an amount equal to **fifteen (15%)** of the Bid Price (the "Contingency Amount"). Any change orders or other charges which would cause the total compensation paid to CONTRACTOR to exceed sums in excess of the Bid Price plus the Contingency Amount, must first be approved by the City Council.

IV.
COMPLETION DATE

4.1 The Project shall be commenced on the date specified in the Notice to Proceed. The total project shall be completed sixty (60) working days after the date of the Notice to Proceed. The terms "workday" or "working day" mean any day of the week excluding Saturday, Sunday or any federal holiday.

V.
NOTICE AND SERVICE THEREOF

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

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

City of El Monte
Public Works Department
Attn: Salvador Mendez, Director of Public Works and Utilities
El Monte City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731

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

Kormex Construction, Inc.
Attn: Monick J. Lopez, Corporate Secretary
2324 Vineyard Avenue, Suite K
Ontario, CA 91761
(909) 218-5700

(c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United

States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

VI.
LIQUIDATED DAMAGES

6.1 Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of Five Thousand Dollars ($5,000) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.

VII.
PREVAILING WAGE

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

VIII.
CONTRACTOR REGISTRATION

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

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE:

By:_____
Alma K. Martinez
City Manager

Date:_____

KORMEX CONSTRUCTION, INC.:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT "A"
BID PROPOSAL

EXHIBIT "B"
BID SCHEDULE

EXHIBIT "C"
DESIGNATION OF SUBCONTRACTORS

EXHIBIT "D"
BID SECURITY BOND

EXHIBIT "E"
PAYMENT BOND

EXHIBIT "F"
PERFORMANCE BOND

EXHIBIT "G"
NON-COLLUSION DECLARATION

EXHIBIT "H"
CERTIFICATION REGARDING WORKER'S COMPENSATION

CITY OF EL MONTE

CITY MANAGER'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 4, 2021

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

Dear Mayor and City Council:

CONSIDERATION AND APPOINTMENT OF A REPRESENTATIVE FROM THE CITY OF EL MONTE TO THE BOARD OF TRUSTEES FOR THE SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Appoint a representative from the City of El Monte to the Board of Trustees of the San Gabriel Valley Mosquito & Vector Control District for a term of two (2) years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 20, 2021, the City of El Monte received correspondence from the District Manager of the San Gabriel Valley Mosquito & Vector Control District ("District") informing the City that the term for Mr. Jerry Velasco, as the City's representative on the Board, will end on December 31, 2021. The District is requesting that the City appoint a representative to the Board prior to January 14, 2022. A copy of the letter is included with this staff report as Attachment 1.

This mission of the District is to support public health through the suppression of vector populations to reduce outbreaks of human diseases and public nuisances and increase the quality of life for the residents of the District. The District is governed by a twenty-four member Board of Trustees: one (1) Trustee is appointed by each member city and one (1) by the County of Los Angeles. The Board meets at the District headquarters in West Covina on the second Friday of each month at 7:00 a.m. The public is always invited and encouraged to attend District Board Meetings.

FISCAL IMPACT/FINANCING

There is no fiscal impact for this action.

CONCLUSION

It is recommended that City Council appoint a representative from the City of El Monte to the Board of Trustees of the San Gabriel Valley Mosquito & Vector Control District for a term of two (2) years.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

ATTACHMENT 1: Letter from San Gabriel Valley Mosquito & Vector Control District

DATE: DECEMBER 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

SAN GABRIEL VALLEY
MOSQUITO & VECTOR CONTROL DISTRICT

1145 n. Azusa Canyon Road
West Covina, California 91790
(626) 814-9466 · FAX (626) 337-5686
e-mail: district@sgvmosquito.org

Cities of:
Alhambra
Arcadia
Azusa
Baldwin Park
Bradbury
Claremont
Covina
Duarte
El Monte
Glendora
Industry
Irwindale
La Puente
La Verne
Monrovia
Monterey Park
Pasadena
Pomona
Rosemead
San Dimas
San Gabriel
Sierra Madre
South Pasadena
Temple City
Walnut
West Covina
County of Los Angeles

October 20, 2021

RECEIVED
CITY CLERK'S OFFICE
2021 OCT 26 P 2:30

Alma K. Martinez, City Manager
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Ms. Martinez,

The term of office for the representative from the City of El Monte to the Board of Trustees for the San Gabriel Valley Mosquito and Vector Control District ends on December31, 2021. The Board of Trustees respectfully requests that the City Council appoint a representative to the Board of Trustees prior to its January 14, 2022 meeting. Your City Council may choose someone other than a Councilmember so long as that individual is a resident of the city.

Per the California Health and Safety Code Section 2024 (a) the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority beginning January 1 and ending December 31.

Please notify this District of the City Council's action by forwarding a copy of documentation certifying the City Council's action.

It is the policy of this Board of Trustees to notify each appointing authority of the District's Nepotism Policy which prohibits the appointment of a person to the position if that person is a member of the immediate family of a current Trustee or any current employee. Immediate family is defined in the policy as a "spouse, stepfather, sister-in-law, brother-in-law, daughter-in-law and stepson." A list of employee names will be submitted upon request. Although your City Council may appoint any qualified person irrespective of the policy, the Board requests you consider it in making your decision.

If you have questions or need additional information, please do not hesitate to contact me at (626) 814-9466.

Sincerely,

Jared Dever
District Manager

Enclosure
Cc: Mayor Jessica Ancona
Cathi A. Eredia, City Clerk
Jerry Velasco, Trustee

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 7, 2021

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL TO AUTHORIZE THE CITY MANAGER TO MAKE ALL CONFORMING EDITS, FINALIZE, AND EXECUTE IN FINAL FORM THE EXCLUSIVE NEGOTIATING AGREEMENT ("ENA") BY AND BETWEEN THE CITY OF EL MONTE AND PRIMA DEVELOPMENT FOR THE POTENTIAL SUBLEASE AND DEVELOPMENT OF A 6.11 ACRE PORTION OF THE MACLAREN HALL PROPERTY OWNED BY THE COUNTY OF LOS ANGELES, LOCATED AT 4024 DURFEE AVENUE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the terms and authorize the City Manager to make all conforming edits, finalize, and execute in final form the Exclusive Negotiating Agreement ("ENA") (Attachment 1) by and between the City of El Monte and Prima Development for the potential sublease and development of a 6.11 acre portion of the MacLaren Hall property owned by the County of Los Angeles, located at 4024 Durfee Avenue.

BACKGROUND

The County of Los Angeles (the "County") owns a property commonly known as MacLaren Hall (the "MacLaren Hall Site") located at 4024 Durfee Avenue and consisting of 13.65 acres. From the 1960s until the early 2000s, MacLaren Hall operated as a County facility housing foster youth for short-term stays. Since its closure in 2003, much of the MacLaren Hall Site has been walled off and inaccessible to the community, although parts of the facility remain in use with administrative offices for County departments, a medical clinic, and Alma Family Services. The Los Angeles County Board of Supervisors District 1 Hilda Solis' Office, the County Chief Executive Office, and the City of El Monte (the "City") have been working on the plans and studies for the potential reuse of an approximate 5.6-acre portion of the MacLaren Hall Site for public park, recreation and open space uses (hereinafter, "Park Site").

MacLaren Park Site

The City Council has taken various actions with regard to the development of the Park Site. On October 1, 2019, the City Council approved a Letter of Intent ("City LOI") to further participate with the County in the preparation and evaluation of the appropriate studies to analyze the feasibility of developing the Park Site, including necessary environmental analysis in accordance with the California Environmental Quality Act ("CEQA"). The City LOI memorialized the City's commitment to such a joint study effort. The City LOI authorized the allocation of $3,000,000 from Capital Project Fund (EB-5) under capital improvement project ("CIP") No. 024 for the prospective construction and development of the Park Site.

On December 1, 2020, the City Council adopted Resolution No. 10210 approving a Letter of Commitment ("LOC No. 1") by which the City committed to enter into a minimum 30-year gratis ground lease with the County for a portion of MacLaren Hall Site for park and open space purposes by which the City will establish, operate, and maintain a public park on the property. LOC No. 1 was approved as a requirement of the County's submittal of grant applications to the California Department of Parks and Recreation's Statewide Park Development and Community Revitalization Grant Program ("SPP"), as well as the San Gabriel and Lower Los Angeles River and Mountains Conservancy's Regionwide Grant Program (RMC), both of which are funded by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68).

On March 2, 2021, the City Council adopted Resolution No. 10244 approving an updated Letter of Commitment ("LOC No. 2") authorizing updates to the previous approved grant application text with additional budgeting, operational, and agreement information. Such updates included details on programming frequency, operation and maintenance budgeting, and proposed lease agreement terms. Should the County be awarded the SPP and RMC grant funding, the County CEO's office and the City Manager will negotiate a minimum 30-year gratis ground lease to be presented to the City Council at a future date.

The City and County efforts to assess the feasibility of development of the Park Site are critical as the City is considered "park poor" with just 0.4 acres of park space per 1,000 residents, compared to the average of 3.3 acres per 1,000 residents in the County, according to the County's Parks and Recreation Needs Assessment.

MacLaren Housing Site Potential Development

On April 20, 2021, the City Council adopted Resolution No. 10259 approving a memorandum of understanding (MOU) by and between the County and the City (the "County Development MOU") authorizing due diligence and activities related to the development of a 6.11 acre portion of the MacLaren Hall Site (hereinafter, "Housing Site") for affordable housing and other uses consistent with economic development initiatives such as workforce development, job training, and employment opportunities.

The County Development MOU, authorized the City to take the lead in carrying out any necessary land use and environmental review activities, as required, for example, under the General Plan, Zoning Code, or state and federal environmental laws. The County

would authorize the City to enter the Housing Site to conduct necessary due diligence. Under the County Development MOU, the ultimate disposition of the Housing Site, including a potential long-term lease, would be subject to subsequent review and approval by the respective governing bodies of the City and County.

Under the same agenda item, the City Council also adopted Resolution No. 10260 approving a second MOU by and between the Los Angeles County Development Authority ("LACDA") and the City ("MOU No. 2") pertaining to LACDA's provision of funding for the City's due diligence activities in assessing the potential development of the Housing Site. LACDA administers, manages, facilitates and implements the Catalytic Development Fund Program ("CDF Program"), which strives to utilize a combination of internal staff analysis and the expertise of third party consultants to determine a viable reuse of underutilized, publicly owned properties for redevelopment into mixed-use, transit oriented and/or economic development projects with potential for local employment opportunities.

On January 5, 2021, LACDA received approval from the County Board of Supervisors to transfer $100,000 in Fiscal Year 2020-21 CDF Program funds to the City ("CDF Program Funds") for the exclusive use and benefit of the potential development of affordable housing and other uses consistent with economic development initiatives such as workforce development, job training and employment opportunities, including those in the medical field. The MOU No. 2 authorized LACDA to collaborate with the City and facilitate the use of CDF Program Funds in the amount of $100,000 to the City to be used for initial feasibility studies for potential development of the Housing Site.

DISCUSSION

Since August 2021, City staff, County Board of Supervisors District 1 staff, and County Chief Executive Office staff have been participating in weekly calls to discuss the potential redevelopment of the remaining 6.11 acre non-park portion of the MacLaren Hall Site for affordable housing (the "Housing Site"). The Housing Site is owned by the County and is subject to the Surplus Land Act (SLA). The County to City disposition of the Property is exempt from SLA offer/bidding requirements under 54221(F)(1)(A)j and is subject to California Government Code Section 25539.4(a), which states that real property owned by counties can be utilized to provide affordable housing to persons or families of low or moderate income. When the board of supervisors of the county determines that this use is in the county's best interests, the county may sell, lease, exchange, quitclaim, convey, or otherwise dispose of the real property or interest at less than fair market value, to provide affordable housing.

To comply with Government Code Section 25539.4(a)-(f) the following requirements apply:

- Not less than 80 percent of the area of any parcel of property disposed of shall be used for the development of housing.

- Not less than 40 percent of the housing units developed shall be affordable to households whose incomes are equal to or less than 75 percent of the maximum income of lower income households, and at least half of which shall be affordable to very low income households.
- Affordability agreement recorded against the property for at least 30 years that binds successors in interest.

In compliance with state law, the City would enter into a lease with the County for the Housing Site for the development of affordable housing and the developer selected to execute the development would enter into a sublease with the City. The City would have a leasehold interest in the Property, not a fee simple interest and thus, the City to developer disposition of the Property would not be subject to the SLA. Even though bidding is not required, the County and City wanted to conduct a transparent process and allow developers an opportunity to submit proposals for the potential redevelopment of the Property.

Request for Qualifications

On October 13, 2021, the City issued a Request for Qualifications ("RFQ") (Attachment 2) to solicit proposals from qualified developers for the redevelopment of the Housing Site for affordable housing and other uses consistent with economic development initiatives such as workforce development, job training, and employment opportunities, per the County Development MOU. Since the County would be leasing the Housing Site to the City and the City would be subleasing the Property to the developer, the development has to be in compliance with Government Code Section 37364 which is the analogous Government Code Section to the County's provisions of Government Code Section 25539.4. Therefore, the proposals have to include a development project that would utilize a minimum of 80 percent of the Property for affordable housing to persons and families of low or moderate income.

The RFQ was published on the main page of the City's website under "News Flash"; under the Request for Proposal, Request for Qualification, and Notice Inviting Bid of the City's Public Works webpage; and under News & Notices, Bids of the City's Economic Development webpage. Notification of the RFQ was also emailed and texted to all those in the City's notification subscription.

The RFQ required that proposals include the following information:

- Firm Qualifications and Experience
- Development Portfolio
- Proposed Personnel and Qualifications
- Development Program, Renderings and Schedule
- Financial Qualifications and Feasibility of the Proposed Development
- References

The proposal submission deadline was November 4, 2021. The City received proposals from two (2) developers: Prima Development (Attachment 3) and Related California (Attachment 4). The proposals are summarized below.

Developer	Proposal

Prima Development	• 391 affordable residential units for low income families and seniors families (1 – 4 bedrooms) with onsite supportive services
	• Three (3) buildings
	  • Two (2) buildings with100 units each for families
	  • One (1) building 181 units for seniors
	• 30,000 sf healthcare amenities building with 10 special needs housing units
	• 558 parking spaces (1.43 spaces per unit)
	• 49% for Special Needs population (TAYs, homeless families, homeless seniors, disabled, domestic violence/human trafficking)
	
	• Three (3) four-story buildings
	  • Two (2) buildings with 100 units each for TAYs and families
	  • One (1) building 181 units for seniors
	
	• Buildings 1 & 2 – TAYs and families 200 units total
	  • 110 units at 30% AMI
	  • 86 units at 50% AMI
	  • 4 manager units
	
	• Building 3 – Seniors 181 units
	  • 55 units at 30% AMI (special needs homeless)
	  • 14 units at 30% AMI
	  • 70 units at 40% AMI
	  • 40 units at 50% AMI
	  • 2 manager units
	
	• Building 4 – 30,000 sf healthcare amenities with 10 special needs housing units
	
	• Schedule
	  • Entitlements, environmental, development agreement approvals: 12 months
	  • Design and Financing: 2023
	  • Construction: 2024 - 2025

Developer	Proposal

Related California	• 186 affordable residential units for low income individuals and families (1 – 3 bedrooms)
	• Modular Prototype produced offsite and assembled onsite
	• 186 parking spaces (1 per unit)
	• Developed in three (3) phases
	• Five (5) three-story 18-unit buildings and four (4) 24-unit buildings
	• Community Building with community room, property management offices, and social services provided by Asian Youth Center (nonprofit) case management and community health workers English, Spanish, Vietnamese, Mandarin and Cantonese languages
	• Paseo with night market
	• Phase 1 – 50% for Special Needs population (TAYs, seniors, disabled)
	
	• Phase 1 – 60 units
	  • 29 units at 30% AMI
	  • 15 units at 50% AMI
	  • 15 units at 60% AMI
	  • 1 manager unit
	  • Community Building
	
	• Phase 2 – 60 units
	  • 29 units at 30% AMI
	  • 15 units at 50% AMI
	  • 15 units at 60% AMI
	  • 1 manager unit
	
	• Phase 3 – 66 units
	  • 13 units at 30% AMI
	  • 23 units at 50% AMI
	  • 29 units at 60% AMI
	  • 1 manager unit
	
	• Schedule
	  • Entitlements, environmental, development agreement approvals: 12 months
	  • Design and Financing: 2022 – 2024
	  • Construction: phased out 2025 - 2027

The four (4) member selection panel consisted of City staff (two (2)) and County CEO staff (two (2)). The selection panel evaluated the two (2) proposals based on the Evaluation Criteria outlined in the RFQ. The criteria included: qualifications and experience; experience with similar projects; development program and quality of proposal; and financial proforma and schedule.

The selection panel recommends the selection of Prima Development ("Prima"). The proposal and development team scored the highest overall in meeting the RFQ's objectives which included:

- Knowledgeable, financially sound and experienced developer with demonstrated success creating affordable housing developments with healthcare, education and job creation in Los Angeles County.
- Development program includes affordable housing units in compliance with Government Code Section 37364 to provide housing affordable to persons and families of low or moderate income of 50% AMI or below.
- Development program includes special needs population including transition-aged youth (TAY 16-25 years old), seniors, domestic violence victims (with or without children), persons at-risk or experiencing homelessness, and lower-income families.
- Development program includes economic development initiatives such as workforce development, job training, and employment opportunities.
- Project design and construction of enduring quality, and architectural interest.

PRIMA DEVELOPMENT PROPOSAL

Prima Development is a nonprofit affordable housing developer specializing in healthcare, education and job creation in Los Angeles County. The Prima proposal (Attachment 3), called Esperanza Village features four (4) key components that responds to the vision of the RFQ ("Proposed Project"). The Proposed Project consists of the following:

1. New affordable housing for families, seniors and those with special needs
2. Healthcare amenities
3. Job creation
4. Education and training programs

Affordable Housing

The Proposed Project will include 391 units within four (4) buildings for low-income families and senior citizens. Buildings 1 and 2 will have 100 units each dedicated to TAYs and families. Building 3 will have 181 units dedicated to seniors. Approximately 49% of the total units in each building will be reserved for special needs populations evenly distributed and mixed with the other housing units. The proposed special needs populations include: intellectual and developmental disabled, transition aged youth (TAYs), homeless families, homeless seniors, and survivors of domestic violence/human trafficking. The income limits will range from 30 – 50% AMI. Onsite supportive services will be provided.

Healthcare Amenities
Building 4 will consist of an approximate 30,000 square foot health facility including a range of medical office uses that will be accessible by all members of the El Monte community. The proposed health amenities may include a vocational medical school, community health clinic or adult day care centers as part of the mixed-use building with approximately 10 special needs housing units proposed for the upper levels. The facility will include senior healthcare amenities and afford the seniors living in Esperanza Village and surrounding community the ability to age in place, maintain their independence, and reduce the likelihood of having to enter and live in a nursing home facility.

Job Creation
The healthcare facility envisioned for the Proposed Project will also provide job creation in the community. Once the healthcare facilities are in full operation, it is expected that over 100 full time permanent positions will be created, including Nurse Practitioners, Physician Assistants, License Vocational Nurses, Certified Nursing Assistants, Medical Assistants, Phlebotomists and Pharmacy Technician. Per the RFQ, these well-paid permanent health care related jobs are estimated to generate $6,000,000 in annual employment income.

Education and Training Programs
Prima proposes to establish a clinical training program in partnership with local high schools, community colleges and the onsite non-profit vocational medical school. This would allow for local paid internship opportunities for the students and provide a source of local hires for the medical positions situated in the proposed healthcare facilities. Prima is also proposing to establish a clinical rotation program for local universities and community colleges that have a nursing program, such as Cal State Los Angeles and Rio Hondo College.

The Proposed Project would provide much needed homeless and low-income housing for families, TAYs, seniors, and special needs individuals within the community. Additionally, the healthcare facilities will provide medical offices for the community and create well-paying workforce opportunities. The Proposed Project will provide a complementary use to the proposed park at the adjacent Park Site and redevelop the underutilized MacLaren Hall Site. The park and medical facilities will provide a beneficial amenity for the City's residents. Prima's Proposed Project also meets the LACDA's Catalytic Development Fund Program goals to reuse underutilized, publicly owned properties for redevelopment into mixed-use, transit oriented and/or economic development projects with potential for local employment opportunities.

EXCLUSIVE NEGOTIATION AGREEMENT

Staff recommends that the City enter into an Exclusive Negotiating Agreement ("ENA") with Prima Development, which will require the parties to negotiate in good faith the potential terms and conditions of a future Disposition and Development Agreement ("DDA") and ground sublease agreement ("Ground Lease") to develop the Proposed

Project on the Housing Site. All terms and conditions will be finalized in a DDA and Ground Lease that will be presented to the City Council at future date.

The ENA does not obligate the City to lease, transfer, dispose of or acquire any property, approve any land use entitlements, approve or commit to any project, or enter into a DDA, Ground Lease or any further agreement or contract.

The Negotiation Period under the ENA shall begin on the Effective Date of the ENA and end on July 1, 2023, with two (2) options to extend for 90 days each. Under the ENA, the City authorizes the developer to enter the property to perform necessary investigations and due diligence. Prima will pay for all fees and costs related to the due diligence and land use entitlements.

ENVIRONMENTAL/CEQA

The execution of the ENA is exempt from the California Environmental Quality Act (CEQA) by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The execution of the ENA will not have a significant environmental effect and therefore, is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR § 15061(b)(3)). An environmental analysis will be required for the development of the Proposed Project.

NEXT STEPS

The MacLaren Hall Site has a General Plan Land Use designation and zoning of Public Facilities. Should the City Council approve the ENA, Prima Development will submit entitlements for development of the Proposed Project and the City will process the general plan amendment (GPA), zone change (ZC), and creation of a new specific plan. The Proposed Project will also have to undergo environmental review which will be prepared by an environmental consultant. The City and County will be working with Prima on a public outreach plan to gather community input on the project. Staff anticipates a 12 month process for the project entitlement review.

The project entitlements, including the GPA, ZC, and creation of a new specific plan will be reviewed by the Planning Commission which will make a recommendation to the City Council. The City Council will have final review authority over the project including the DDA and Ground Lease.

The City lease with the County and Prima's sublease with the City will be presented to the City Council and LA County Board of Supervisors after the project entitlements have been approved.

FISCAL IMPACT/FINANCING

This action authorizes the exclusive negotiation with Prima Development, for the development of the Property. This action does not require the allocation of funds.

CONCLUSION

It is recommended that the City Council approve the terms and authorize the City Manager to make all conforming edits, finalize, and execute in final form the Exclusive Negotiating Agreement ("ENA") by and between the City of El Monte and Prima Development for the potential sublease and development of a 6.11 acre portion of the MacLaren Hall property owned by the County of Los Angeles, located at 4024 Durfee Avenue.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachments:

1. Draft ENA
2. MacLaren Request for Qualifications
3. Prima Development Proposal
4. Related California Proposal

DATE: DECEMBER 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

DRAFT EXCLUSIVE NEGOTIATING AGREEMENT (ENA)

EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT (this "**Agreement**") is dated as of _____, 2021 ("**Effective Date**"), and is entered into by and between the City of El Monte, a California municipal corporation ("**City**"), and Prima Development, a California nonprofit public benefit corporation and its permitted assigns ("**Developer**"). City and Developer are each sometimes hereinafter referred to as a "**Party**" and collectively as "**Parties**."

RECITALS

A. WHEREAS, the County of Los Angeles ("**County**") is the owner of that certain real property located at 4024 Durfee Avenue, El Monte, California, consisting of approximately 13.65 acres across two (2) contiguous parcels (APN 8549-004-900 and APN 8549-005-900), as more particularly described on Exhibit A attached hereto ("**Property**"), which is commonly referred to as "MacLaren Hall."

B. WHEREAS, the City is contemplating the development of a portion of the Property that consists of approximately 5.6 acres, as depicted in Exhibit B (the "**Park Site**"), with a public park and for other open space purposes.

C. WHEREAS, the City is contemplating the development of a portion of the Property that consists of approximately 6.11 acres adjacent to the Park Site, as depicted in Exhibit C (the "**Housing Site**"), with an affordable housing development that meets the requirements of Section 25539.4 of the California Government Code (the "**Housing Project**"), which will also incorporate other uses consistent with the City's economic development initiatives, including but not limited to workforce development, job training, and employment opportunities.

D. WHEREAS, City and County are parties to that certain Memorandum of Understanding dated April 20, 2021, pursuant to which County and the City are negotiating the terms and conditions by which County would grant City an exclusive right and option to ground lease the Housing Site for purposes of developing the Housing Project.

E. WHEREAS, the City issued a Request for Qualifications dated October 13, 2021, a copy of which is attached hereto as Exhibit D ("**RFQ**") seeking qualified developers to develop the Housing Project.

F. WHEREAS, in response to the RFQ, Developer submitted a proposal dated November 4, 2021, a copy of which is attached hereto as Exhibit E ("**Proposal**") whereby Developer proposes to develop the Housing Site with an affordable housing development that meets the requirements of Section 25539.4 of the California Government Code (the "**Proposed Project**"), which will also provide healthcare amenities, continuum of care medical services, and job training/employment opportunities.

G. WHEREAS, the Proposed Project is currently contemplated to include: (i) up to 391 units of affordable rental housing reserved for occupancy by low income persons/families, seniors, and persons with special needs; and (ii) approximately 30,000 square feet of mixed use commercial/medical office space reserved for a community health clinic, adult care facility, a non-profit vocational medical school and other ancillary supportive services, and education and job training programs.

H. WHEREAS, City and Developer desire to negotiate with each other the terms and conditions of a potential lease disposition and development agreement ("**DDA**") and ground

sublease agreement ("**Ground Lease**" and together with the DDA and other related agreements, the "**Project Agreements**"), pursuant to which City would sublease the Housing Site to Developer for purposes of developing, designing, financing, constructing, and operating the Proposed Project, in accordance with the terms and conditions of the Project Agreements. The execution of the Project Agreements remains subject to, and contingent upon, City and County approval.

I. WHEREAS, City and County are required to comply with California Environmental Quality Act ("**CEQA**") in connection with the consideration and analysis of the environmental impacts of the development of the Proposed Project. Neither City nor County have (i) committed to any project, including the Proposed Project, or (ii) completed any environmental review of the Proposed Project, as required by CEQA.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby deemed a contractual part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

1. Exclusive Negotiations.

1.1 Good Faith Negotiations. During the Negotiation Period (defined in Section 3) and subject to the terms and conditions of this Agreement, both City and Developer shall proceed diligently and in good faith regarding negotiation and documentation of the potential terms, conditions, covenants, restrictions and agreements of a DDA and/or Ground Lease between them. City and Developer shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Both City and Developer shall exercise reasonable efforts to complete discussions relating to the terms, conditions, covenants, restrictions or agreements of the DDA and/or Ground Lease, all as may be mutually acceptable to both City and Developer in their respective sole and absolute discretion. The exact terms and conditions of the DDA and/or Ground Lease, if any, shall be determined during the course of these negotiations. During the Negotiation Period, Developer shall also undertake and complete all of the actions described in the "**Performance Schedule**" attached to this Agreement as Exhibit F within the time period specified for each such action in the Performance Schedule. The Parties have the option to extend the deadlines for the actions described in the Performance Schedule by written mutual consent for up to ninety (90) days. City's Manager or designee may authorize and enter into agreements for the extension of the deadlines for the actions described in the Schedule of Performance for up to ninety (90) days upon receipt of a written extension and report by Developer relating the specific action item for which the extension is sought.

1.2 Effect of Agreement. Nothing in this Agreement shall be interpreted or construed to be a representation or agreement by either City or Developer that a mutually acceptable DDA and/or Ground Lease will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to dispose of or acquire any property, approve or commit to any project, or enter into any further agreement or contract. The City reserves its general land use police powers and its discretion to make future decisions related to the Housing Site.

1.3 City Council Approval. Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any proposed DDA and/or Ground Lease that may be negotiated by City staff and Developer will be approved by the City Council of the City. Developer acknowledges and agrees that City's consideration of any DDA and/or Ground Lease is subject to the sole and absolute discretion of the City Council and any and all

legally required public hearings, public meetings, notices, factual findings and other determinations and procedures required by law.

1.4 Confidentiality. The Parties to this Agreement agree that the terms and conditions of this Agreement along with any communications relating to the negotiation of this Agreement shall remain confidential and that they shall not disclose such terms to any person, other than such persons whose knowledge is necessary to carry out the Agreement, to the extent allowed by law.

1.5 No CEQA Approval. Nothing in this Agreement shall constitute, or be interpreted or construed to be, evidence of or an approval by City or County of, or commitment by City or County to, any action for which prior environmental review is required under CEQA. City and County retain the absolute sole discretion to make decisions under CEQA with respect to the Proposed Project, which discretion includes: (i) deciding not to proceed with development of the Proposed Project; (ii) deciding to proceed with development of the Proposed Project; and (iii) deciding to proceed with any alternative development of any portion of the Property. There shall be no approval or commitment by County regarding the proposed development of the Property, unless and until County makes appropriate findings under CEQA, if applicable.

2. Developer Acknowledgments. Developer acknowledges and agrees that: (a) under this Agreement, City is not committing itself or agreeing to enter into a DDA and/or Ground Lease or undertake any exchange, sale, lease or other transfer of real property, any disposition of any real property interests to Developer, approve any land use entitlements or undertake any other acts or activities; (b) no provision of this Agreement shall be deemed to be an offer by City, nor an acceptance by City of any offer or proposal from Developer, for City to convey any estate or interest in the Housing Site to Developer or for City to provide any financial or other assistance to Developer for development of the Proposed Project or the Housing Site; (c) Developer has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from City; (d) further efforts by either Party to perform due diligence, arrange or obtain financing, or carry out other acts in contemplation of the possible lease, transfer or development of the Housing Site or the Proposed Project shall not be deemed evidence of intent by either Party to be bound by any terms, conditions, covenants, restrictions or agreements relating to the lease, transfer or development of the Housing Site or the Proposed Project.

3. Negotiation Period.

3.1 Duration. The "**Negotiation Period**" shall commence on the Effective Date, and shall terminate on July 1, 2023, unless extended pursuant to Section 4 or earlier terminated pursuant to Section 3.2.

3.2 Termination. This Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement upon the earliest to occur of the following events: (a) the expiration of the Negotiation Period, as may be extended; (b) the occurrence of an Event of Default under this Agreement, subject to all applicable notice and cure periods, unless such breach is expressly waived by the non-defaulting Party; or (c) the execution of a DDA and/or Ground Lease by the Parties. In addition to any other right of termination set forth in this Agreement, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party, if such terminating Party in good faith determines any of the following: (i) a successful consummation of the DDA is not likely, (ii) the Proposed Project is not feasible, (iii) the Proposed Project is not capable of being financed in a commercially reasonable manner, or (iv) the Proposed Project is not likely to be developed and constructed in a timely manner.

4. Extensions. The Negotiation Period may be extended by the mutual written agreement of the Parties for up to two (2) extensions of ninety (90) days each. TheCity Manager shall have the authority to grant each such extension on behalf of City, in hisher sole discretion, upon receipt of a written extension request and a written report from Developer stating in specific terms the efforts of Developer to date regarding the Proposed Project and the DDA and/or Ground Lease and the anticipated steps to be undertaken during the extension period regarding the Proposed Project and the DDA and/or Ground Lease. Prior to granting any such extension, City Manager shall consider the efforts made by Developer under and pursuant to the terms and conditions of this Agreement and to negotiate in good faith regarding a future DDA and/or Ground Lease with City for the Proposed Project.

5. DDA and Ground Lease Provisions.

5.1 General Terms and Conditions. The DDA shall include provisions addressing the following described subjects:

5.1.1 Site Control. The specific terms on which the Housing Site shall be leased from City by Developer.

5.1.2 Schedule of Performance. A detailed schedule of performance for the Proposed Project shall be attached to the DDA, including the Developer's assembly of Proposed Project entitlement approvals, construction and permanent financing commitments, setting forth benchmarks and deadlines for various actions of Developer and City.

5.1.3 Scope of Development. The scope of development setting forth the details of the Proposed Project, subject to changes or revisions mutually agreed to by the Parties, to include, without limitations, the unit mix, affordability, ancillary facilities, parking and the design parameters for the Housing Site including, but not limited to, building locations, elevations, architecture, landscaping, access, pedestrian and vehicular circulation, on-site and off-site improvements, signage, and lighting. Other items to be addressed will be proposed non-residential uses, their financial feasibility and their physical compatibility; project management and maintenance requirements; and the income and affordability restrictions to be placed on the Proposed Project pursuant to recorded affordability conditions, covenants and restrictions reasonably acceptable to City.

5.1.4 Financing Plan. Developer submittal to City of a detailed plan for financing the construction and operation of the Proposed Project for City review and approval. Such financing plan shall, at a minimum, include an obligation of Developer to apply for federal tax credits, and such other financing as is necessary in Developer's reasonable discretion to finance the development and operation of the Proposed Project.

5.1.5 Other. Such other matters as the Developer and the City may mutually agree.

5.1.6 Developer Compliance with Laws. Developer shall comply with the requirements of all applicable City ordinances, resolutions, regulations or other laws or approvals in all aspects (planning, design, construction, management and occupancy) of developing and operating the Proposed Project on the Housing Site.

6. License to Enter Site. City authorizes Developer, its contractors, agents and employees to enter the Site for the purpose of performing tests, surveys and inspections, and obtaining data necessary or appropriate to negotiate the DDA and/or Ground Lease or perform

investigations related to the Proposed Project; provided, however, Developer shall deliver prior written notice to City of any such entry and written evidence of Developer's satisfaction of all insurance requirements of this Agreement prior to entering the Site. In the case of invasive tests or sampling, City may impose such insurance, indemnification, guaranty and other requirements as City determines appropriate, in its reasonable discretion.

7. Environmental Requirements. Federal, state and local environmental regulations (including, without limitation, the California Environmental Quality Act) may be applicable to the proposed development of the Housing Site. The Parties agree to cooperate to investigate and gather information relevant to the Housing Site and the environmental impact of its proposed development. Developer shall be responsible for all cost and expense incurred by City to cause to be prepared the environmental documents that may be required for the Proposed Project. All such reports, information and data shall be the property of City and shall be delivered to City upon demand without additional cost to City. City may act as lead agency under NEPA and CEQA in accordance with the law.

8. Costs and Expenses. All fees or expenses of engineers, architects, financial consultants, legal, planning or other consultants or contractors, retained by Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, planning or design activities, drawings, specifications or other activity or matter relating to the Housing Site or the Proposed Project or negotiation or documentation of a future DDA and/or Ground Lease that may be undertaken by Developer during the Negotiation Period, pursuant to or in reliance upon this Agreement or in Developer's discretion, regarding any matter relating to this Agreement, a future DDA and/or Ground Lease, the Housing Site or the Proposed Project, shall be the sole responsibility of and undertaken at the sole cost and expense of Developer and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of or in reliance upon City. Developer shall also pay all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the City of any and all applications and other documents and information to be submitted to the City by Developer pursuant to this Agreement or otherwise associated with the Proposed Project or the Housing Site. As an exception to the obligations of Developer contained in this Section 8, City agrees to pay one hundred percent (100%) of costs for any third-party environmental consultant and/or project planner for preparation of any environmental and/or project entitlement documents on behalf of City related to the Housing Site or the Proposed Project during the Negotiation Period, retained by the City.

9. No City Approval. Nothing in this Agreement, nor any comments provided by City staff, nor any failure of City staff to provide comments to any submittal under or pursuant to this Agreement shall: (1) modify or replace any land use entitlement process of either the City applicable to the Proposed Project, (2) limit the police power land use jurisdiction of the City relative to the Proposed Project, (3) constitute an approval of all or any portion of the Proposed Project by the City pursuant to the police power land use jurisdiction of the City (4) constitute any approval of all or any portion of a future DDA and/or Ground Lease with Developer by the City or the disposition of the Housing Site to the Developer.

10. Due Diligence of Parties.

10.1 City Due Diligence. City reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of Developer to lease, develop and operate the Housing Site or the Proposed Project. Developer acknowledges that Developer may be requested to make certain financial disclosures to City, City staff, legal counsel or other consultants, as part of the financial due diligence investigations of City relating to the

potential lease of the Housing Site and development of the Proposed Project on the Housing Site by Developer and that any such disclosures may become public records. City shall maintain the confidentiality of financial information of Developer to the extent allowed by law, as determined by the City Attorney for the City.

10.2 Developer Due Diligence. Developer reserves the right to reasonably obtain all necessary information, data, and commitments from the City required for Developer to move forward with this Proposed Project, including, but not limited to, legal clearances and all other due diligence items related to said legal clearances.

11. Developer Indemnity. Developer shall indemnify, defend and hold harmless City, County, and each of their respective elected and appointed officials, officers, agents and employees (individually or collectively, an "**Indemnified Party**") against any and all losses arising out of any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, arising through Developer, Developer's contractors or employees and brought or asserted against any Indemnified Party that relates to or arises out of: (i) property damage or bodily injury or death of any person in connection with this Agreement; (ii) entry upon the Housing Site by Developer, its contractors or employees; (iii) any inspection of the Housing Site by Developer, its contractors or employees; or (iv) the preparation of any report or plans commissioned by Developer; provided, however, that no Indemnified Party shall be entitled to indemnification under this Section 11 for matter caused by such Indemnified Party's gross negligence or willful misconduct or for any matter arising from the discovery of any pre-existing condition upon the Housing Site. In the event any action or proceeding is brought against an Indemnified Party by reason of a claim arising out of any loss for which Developer is obligated to indemnify, defend or hold harmless the Indemnified Party, and upon written notice from such Indemnified Party, Developer shall, at Developer's sole expense, answer and otherwise defend such action or proceeding. The provisions of this Section 11 shall survive the expiration or termination of this Agreement.

12. Developer Insurance.

12.1 Types of Insurance. Without in any way limiting Developer's indemnification obligations under this Agreement, subject to the other provisions of this Section 12 and subject to approval by City of the insurers and policy forms, Developer shall obtain and maintain, at Developer's expense, the following insurance throughout the Negotiation Period:

12.1.1 Automobile Liability Insurance. "**Automobile Liability Insurance**" means and refers to insurance coverage against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used by Developer regarding the Housing Site or the Project, with minimum limits for bodily injury and property damage of One Million Dollars ($1,000,000). Such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by City, which approval shall not be unreasonably withheld.

12.1.2 Liability Insurance. "**Liability Insurance**" means and refers to commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Housing Site or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of One Million Dollars ($1,000,000) for any one occurrence and which may be provided through a combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, either

the general aggregate limit shall apply separately to the Housing Site or the general aggregate limit shall be twice the required minimum liability limit for any one occurrence.

12.2 Nature of Insurance. All Liability Insurance and Automobile Liability Insurance policies this Agreement requires shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "VII"; and (b) are authorized to do business in the State of California by the State of California Department of Insurance. Developer may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Housing Site, which amount(s) shall equal or exceed the amount(s) required by this Agreement; and (ii) such policy otherwise complies with the insurance requirements in this Agreement.

13. Restrictions Against Change in Ownership, Management or Control of Developer; Assignment of Agreement.

13.1 Developer Assignment. City and Developer acknowledge and agree that City is entering into this Agreement with Developer on the basis of the particular experience, financial capacity, skills and capabilities of Developer. This Agreement is personal to Developer and is not assignable without the prior written consent of City, which may be given, withheld or conditioned in City's sole and absolute discretion. Developer may assign rights and obligations under this Agreement, in whole or in part, to an Affiliate (as defined in Section 13.2), upon prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed.

13.2 Definitions. For the purposes of this Agreement, the term "**Affiliate**" means any person, directly or indirectly, controlling or controlled by or under common control with Developer, whether by direct or indirect ownership of equity interests, by contract, or otherwise.

14. Events of Default and Remedies.

14.1 Developer Events of Default. The occurrence of any of the following shall constitute an "**Event of Default**" on the part of Developer under this Agreement:

14.1.1 Schedule of Performance. Failure of Developer to meet a performance milestone by the applicable date contained in the Performance Schedule, if such failure is not cured within thirty (30) days after written notice of such failure.

14.1.2 Misrepresentation. Any material breach of any representation or warranty made by Developer in this Agreement that is not cured within thirty (30) days after written notice from City to Developer of such breach.

14.1.3 Unauthorized Assignment. Any assignment or attempted assignment by Developer in violation of Section 13 that is not cured within thirty (30) days after written notice from City to Developer of such breach.

14.1.4 Insurance. Failure of Developer to procure or maintain any of the insurance coverage required by this Agreement resulting in a lapse in required insurance coverage which lapse is not cured within ten (10) days after written notice of such breach from City to Developer.

14.2 City Remedies. If there is an Event of Default by Developer, City may, in City's sole and absolute discretion, terminate this Agreement by delivering written notice of termination to Developer. Upon any such termination, neither Party shall have any further rights or obligations to the other under this Agreement, except obligations that expressly survive termination of this Agreement.

14.3 Other Defaults and Remedies. If a Party defaults with regard to any other provisions of this Agreement not specified in Section 14.1, then the non-defaulting Party must serve written notice of such default upon the defaulting Party. If the default is not cured within a reasonable time (but not more than fifteen (15) calendar days), then the non-defaulting Party may terminate this Agreement immediately upon service of written notice. Upon any such termination, neither Party shall have any further rights or obligations to the other under this Agreement, except obligations that expressly survive termination of this Agreement. Said termination shall be the sole and exclusive remedy for the non-defaulting Party.

15. Developer Representations and Warranties. Developer represents, warrants and covenants to and for the benefit of City, as of the Effective Date and at all times during the Negotiation Period, as follows:

15.1 Valid Existence; Good Standing; Joint Venture Relationships. Developer is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California. Developer has all requisite power and authority to own or lease its property and conduct its business as presently conducted. Developer has made all filings and is in good standing in the jurisdiction of the State of California.

15.2 Authority. Developer has all requisite power and authority to enter into and perform this Agreement.

15.3 No Limitation on Ability to Perform. Neither Developer's articles of incorporation nor any other organizational document regarding Developer in any way prohibits, limits or otherwise affects the right or power of Developer to enter into or perform this Agreement. Developer is not a party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument that could prohibit, limit or otherwise affect Developer's entry into or performance of this Agreement. To the best of Developer's knowledge, no consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person or entity is required for the due execution, delivery or performance by Developer of this Agreement or any of the terms or covenants contained in this Agreement. There is no pending or threatened suit or proceeding or undischarged judgment affecting Developer before any court, governmental agency, or arbitrator that might materially adversely affect the enforceability of this Agreement, the ability of Developer to perform the transactions contemplated by this Agreement or the business, operations, assets or condition of Developer.

15.4 Valid Execution. The execution and delivery of this Agreement by Developer has been duly and validly authorized by all necessary action of Developer and others. This Agreement will be a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

16. Notices. A notice or communication under this Agreement by either Party to the other shall be sufficiently given or delivered, if in writing and delivered by messenger, overnight air courier or registered or certified first class mail with return receipt requested (for U.S. mailings) to the appropriate Party at its address as follows:

In the case of a notice or communication to City:

ALMA K. MARTINEZ, CITY MANAGER
11333 VALLEY BLVD
EL MONTE, CA 91731

With a copy to:

BETTY DONAVANIK, COMMUNITY AND ECONOMIC
DEVELOPMENT DIRECTOR
11333 VALLEY BLVD
EL MONTE, CA 91731

CITY ATTORNEY
11333 VALLEY BLVD
EL MONTE, CA 91731

And in the case of a notice or communication sent to Developer:

FERNANDO VASQUEZ, PRESIDENT
PRIMA DEVELOPMENT
12401 WOODRUFF AVENUE, SUITE 10
DOWNEY, CA 90241
EMAIL: fvasquez@primadev.org

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

17. General Provisions.

17.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both City and Developer.

17.2 Severability. If any provision of this Agreement, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the fundamental purposes of this Agreement. Without limiting the foregoing, in the event that any applicable federal or state law prevents or precludes compliance with any material term of this Agreement, the Parties shall promptly modify, amend or suspend this Agreement, or any portion of this Agreement, to the extent necessary to comply with such provisions in a manner which preserves to the greatest extent possible the benefits to each of the Parties to this Agreement. However, if such amendment, modification or suspension would deprive City or Developer of the substantial benefits derived from this Agreement or make performance unreasonably difficult or expensive, then the affected Party may terminate this Agreement upon written notice to the other Party. In the event of such termination, neither Party

shall have any further rights or obligations under this Agreement except as otherwise provided herein.

17.3 Non-Waiver. No waiver made by either Party with respect to the performance, or manner or time of performance, or any obligation of the other Party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived, to the extent of such waiver, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

17.4 Non-Liability. No member, official, agent or employee of City will be personally liable to Developer, or any successor in interest (if and to the extent permitted under this Agreement), in an event of default by City or for any amount that may become due to Developer or successor or on any obligations under the terms of this Agreement. No director, officer, agent or employee of Developer will be personally liable to City in an event of default by Developer or for any amount that may become due to City or on any obligations under the terms of this Agreement.

17.5 Successors and Assigns; Third Party Beneficiary. This Agreement shall inure to the benefit of and bind the respective successors and assigns of City and Developer, subject to the limitations on assignment by Developer set forth in Section 13. This Agreement is for the exclusive benefit of the Parties to this Agreement and not for the benefit of any other person and shall not be deemed to have conferred any rights, express or implied, upon any other person.

17.6 Governing Law. City and Developer acknowledge and agree that this Agreement was negotiated, entered into and is to be fully performed in the City. City and Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the substantive and procedural laws of the State of California, without application of conflicts or choice of laws principles.

17.7 Compliance with Law. Developer acknowledges that any future DDA and/or Ground Lease, if approved by City governing body, will require Developer (among other things) to carry out the development of the Proposed Project on the Housing Site in conformity with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws and federal and state labor and wage laws.

18. Interpretation of Agreement. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and." Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time. Headings at the beginning of each section or sub-section of this Agreement are solely for the convenience of reference of City and

Developer and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to this Agreement, unless otherwise specified.

18.1 Entire Agreement. This Agreement (including the attachments and exhibits) contains all of the representations of and the entire agreement between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the signed version of this Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by either Party or any other person and no court or other body shall consider those drafts in interpreting this Agreement.

18.2 Time for Performance.

18.2.1 Expiration. All performance, expiration or termination dates (including cure dates) in this Agreement (including the attached Schedule of Performance) expire at 5:00 p.m., Pacific Time, on the specified date.

18.2.2 Weekends and Holidays. A date that falls on a Saturday, Sunday or City holiday is deemed extended to the next day on which the City is open for performance of general City functions with regular City personnel.

18.2.3 Days for Performance. All periods for performance specified in this Agreement in terms of days shall be calendar days, and not business days, unless otherwise expressly provided in this Agreement.

18.2.4 Time of the Essence. Time is of the essence with respect to each provision of this Agreement.

18.3 Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

18.4 Approvals and Consents. Unless this Agreement otherwise expressly provides or unless applicable law requires otherwise, all approvals, consents or determinations to be made by or on behalf of Parties in connection with the planning studies contemplated under this Agreement (excluding amendments to this Agreement which shall require the separate approval of the governing bodies of each Party): (i) City under this Agreement shall be made by the City Manager, and the City Manager may require City governing body approval of any such matter; and (ii) Developer under this Agreement shall be made by the President/Chief Executive Officer for Developer ("**Developer Representative**") or such other employee or agent of Developer as Developer may designate by written notice to City to act as Developer Representative for a particular matter. Unless otherwise provided in this Agreement, whenever approval, consent or satisfaction is required of a Party pursuant to this Agreement, it shall not be unreasonably withheld, conditioned or delayed and any reasons for disapproval shall be stated in reasonable detail in writing. Approval by Developer or City of any act or request by the other shall not be deemed to waive or render unnecessary approval of any similar or subsequent acts or requests.

18.5 Survival. Notwithstanding anything to the contrary in this Agreement, each indemnity obligation under this Agreement shall survive expiration or termination of this Agreement. All other obligations under this Agreement that arise and were not satisfied before expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

18.6 Non-Discrimination. Developer covenants by and for itself and its successors or assigns, and all persons claiming under or through it, that this Agreement is made and accepted upon and subject to the following conditions:

18.6.1 Standards. That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (l) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Housing Site nor shall Developer, itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, subtenants, sublessees, or vendees in the Housing Site.

18.7 Relationship of the Parties. The subject of this Agreement is a private development with neither Party acting as the agent of the other Party in any respect. None of the provisions in this Agreement shall be deemed to render City a partner in Developer's business, or joint venturer or member in any joint enterprise with Developer.

[remainder of page intentionally left blank]

Signature Page
TO
EXCLUSIVE NEGOTIATING AGREEMENT

IN WITNESS WHEREOF, City and Developer have signed and entered into this Agreement as of the Effective Date by and through the signatures of their respective authorized representative(s), as follow:

CITY OF EL MONTE,
a public body, corporate and politic

By: _____
Alma K. Martinez, City Manager

Date: _____

Approved as to form:

By: _____
City of El Monte City Attorney

Date: _____

Prima Development,
a California nonprofit public benefit corporation

By: _____
Fernando Vasquez, President/CEO

Date: _____

EXHIBIT A
TO
EXCLUSIVE NEGOTIATING AGREEMENT

Property

DRAFT

EXHIBIT B
TO
EXCLUSIVE NEGOTIATING AGREEMENT

Park Site

DRAFT

EXHIBIT C
TO
EXCLUSIVE NEGOTIATING AGREEMENT

Housing Site

DRAFT

EXHIBIT D
TO
EXCLUSIVE NEGOTIATING AGREEMENT

RFQ

[Attached behind this cover page]

DRAFT

EXHIBIT E
TO
EXCLUSIVE NEGOTIATING AGREEMENT

Proposal

[Attached behind this cover page]

DRAFT

EXHIBIT F
TO
EXCLUSIVE NEGOTIATING AGREEMENT

Performance Schedule

[Attached behind this cover page]

EXHIBIT F
TO
EXCLUSIVE NEGOTIATING AGREEMENT

Performance Schedule

No.	Milestone	Responsible Party	Target Completion Date	Notes/Estimated time to complete
1.	Site investigation and due diligence: conduct inspections, tests, surveys, and other analyses to determine the condition of the Housing Site or the feasibility of Proposed Project.	Developer	Ongoing	As early as reasonably possible during Negotiation Period
2.	Submit Initial Plan Review ("IPR") application (preapplication) – proposed project plans and other documents in accordance with City's Entitlement Application Submittal Requirements, sufficient for City to determine CEQA requirements and entitlement review process	Developer	Jan 2022	30 days from Effective Date
3.	Complete IPR review and provide comments to Developer to include City's preliminary determination as to the appropriate level of review under CEQA	City	Mid-March 2022	45 days from submittal of IPR
4.	Good faith submittal of formal entitlements application in accordance with City's Entitlement Application Submittal Requirements	Developer	April 2022	30 days after City completes IPR review
5.	Submit community engagement plan to include timeline for public outreach	Developer	April 2022	30 days after City completes IPR review
6.	Submit financial plan sufficient to determine project feasibility to include: (1) detailed estimate of predevelopment and development costs, including construction and non-constructions costs, such as the proposed ground sublease for the Housing Site, and ongoing operations costs; (2) a description of the proposed method of financing, including timelines for application of funding sources; (3) a proposed construction and operating pro forma that identifies all sources and uses of funds; 4) evidence that Developer has the financial resources necessary for	Developer	April 2022	30 days after City completes IPR review

	development and operation of the Proposed Project, such as preliminary loan approvals, audited financial statements and other form of evidence reasonably acceptable to City.			
7.	Initiate CEQA review after formal entitlements are submitted conduct initial study, NOP and public review	City	May 2022 - Jul 2022	
8.	Consultants prepare draft environmental CEQA and entitlement documents, public review, as required	Developer and City to cooperate	Aug 2022	
9.	Finalize EIR/CEQA NEPA findings	Developer and City subject to County approval	Oct 2022	
10.	Finalize GP amendment, zone change, specific plan	Developer and City to cooperate	Oct 2022	
11.	Finalize terms County to City Lease	City subject to County approval	Nov 2022	
12.	Finalize terms DDA and Ground Lease	City and Developer	Nov 2022	
13.	Public hearing – Planning Commission	City	Dec 2022 - Jan 2023	
14.	Public hearings - City Council approval of project entitlements and adoption of CEQA findings; County to City Lease and DDA and Ground Lease	City	Feb 2023 - Mar 2023	

ATTACHMENT 2

MACLAREN REQUEST FOR QUALIFICATIONS

CITY OF EL MONTE

REQUEST FOR QUALIFICATIONS FOR THE DEVELOPMENT OF THE MACLAREN HALL SITE

OCTOBER 2021

IMPORTANT DATES

RFQ ISSUED	October 13, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 5:00 PM	November 4, 2021

REQUEST FOR QUALIFICATIONS

MACLAREN HALL DEVELOPMENT

Table of Contents

1. OVERVIEW 2

2. SITE DESCRIPTION 2

3.SUBMITTAL REQUIREMENTS 7

4.EVALUATION CRITERIA 9

5.SELECTION PROCESS 10

6.GENERAL CONDITIONS 10

ATTACHMENT "A" – FALSE CLAIMS ACT CERTIFICATION

ATTACHMENT "B" – HISTORY OF DEBARMENT CERTIFICATION

ATTACHMENT "C" – CIVIL LITIGATION HISTORY

ATTACHMENT "D" – CONFLICT OF INTEREST DISCLOSURE STATEMENT

1. OVERVIEW

The City of El Monte (the "City") is seeking request for qualifications (herein "Proposals" or "RFQs") from qualified persons interested in developing certain land owned by the County of Los Angeles (the "County") which is referred to herein as the "MacLaren Hall Site," or the "Property," or "MacLaren Hall" located at 4024 Durfee Avenue.

From the 1960s until the early 2000s, MacLaren Hall operated as a County facility housing foster youth for short-term stays. Since its closure in 2003, much of the MacLaren property has been walled off and inaccessible to the community, although parts of the facility remain in use with administrative offices for County departments, a medical clinic, and social services.

The Los Angeles County Board of Supervisors District 1 Hilda Solis' Office, the County Chief Executive Office, and the City have been working on the plans and studies for the potential reuse of an approximate 5.6-acre portion of the 13.65-acre MacLaren Site for public park, recreation and open space uses. The City committed to enter into a minimum 30-year gratis ground lease with the County for a portion of MacLaren Site for park and open space purposes by which the City will establish, operate, and maintain a public park on the property.

This Request for Qualifications document is referred to herein as the "RFQ" or the "RFQ for MacLaren Hall Development" is seeking proposals from qualified persons for the development of an approximate 6.11-acre portion of the MacLaren Site for affordable housing and other uses consistent with economic development initiatives such as workforce development, job training, and employment opportunities.

The City will enter into a lease with the County and the selected developer would enter into a sublease with the City. Therefore, the City is seeking proposals that are in compliance with Government Code Section 37364 to provide housing affordable to persons and families of low or moderate income. Please refer to Government Code Section 37364 (a) – (f) for more information.

2. SITE DESCRIPTION

The Property is located at 4024 Durfee Avenue and is bounded by Durfee Avenue, Kerwood Street, and Gilman Road. The Property includes two (2) contiguous parcels (APN No. 8549-004-900 and 8549-005-900) totaling approximately 13.65 acres in size and is designated as "Public Facilities" (PF) on the City's General Plan and Zoning Map. The City will work with the selected developer to process a General Plan Amendment, Zone Change, development of a specific plan, environmental review, and land use entitlements for the development of the project.

Exhibit A shows an aerial view of the MacLaren Hall property and the project site and immediate vicinity, Exhibit B shows a 3-dimensional aerial view, Exhibit C shows site photographs, and Exhibit C shows existing uses on the MacLaren Hall property along with the park area and development project area.

EXHIBIT A: AERIAL

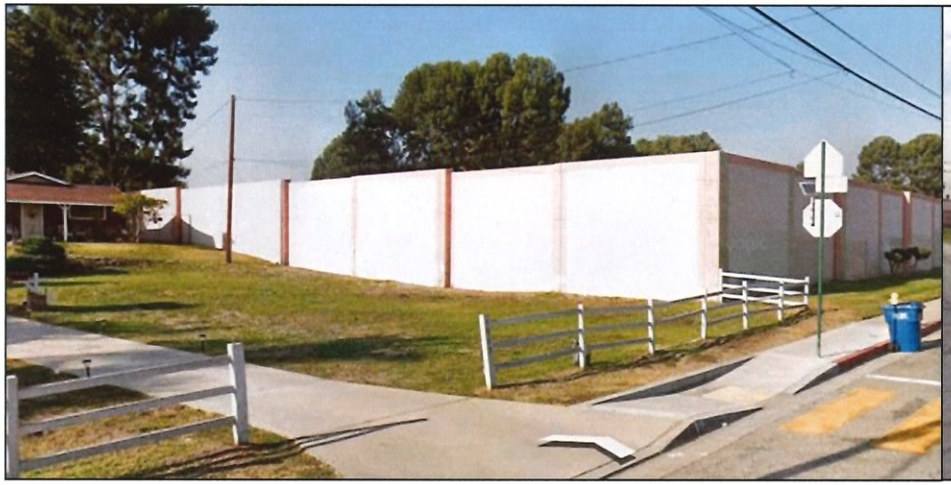


EXHIBIT B: 3-DIMENSIONAL



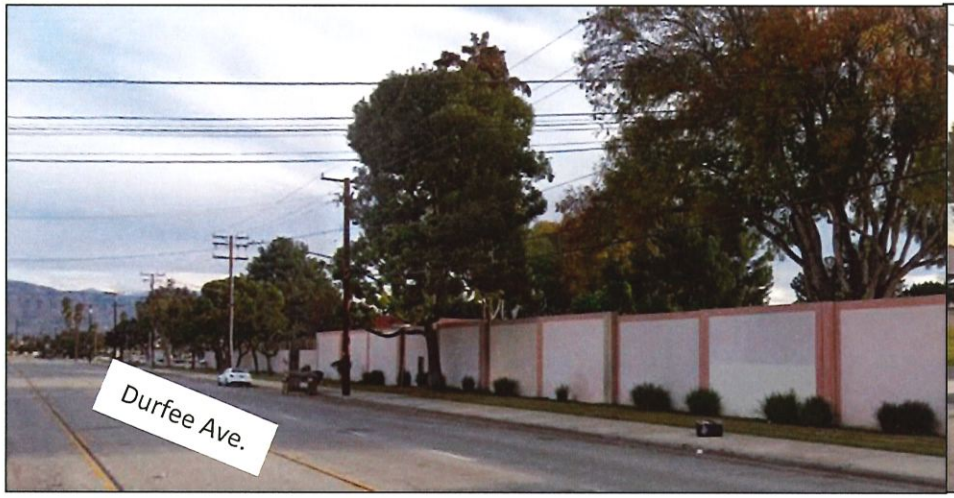
EXHIBIT C: SITE PHOTOGRAPHS

Looking north from Gilman at southern boundary of property



Looking south from corner of Kerwood and Gilman





Looking north from Durfee at southern boundary of property



Looking south from corner of Durfee and Kerwood

EXHIBIT D: PARK AREA AND DEVELOPMENT AREA



3. SUBMITTAL REQUIREMENTS

The Proposal of each Bidder is sometimes referred to herein as a Statement of Qualifications ("SOQ") and each SOQ delivered to the City by a Bidder must include the following information:

1. **Cover Letter** – The letter should be signed by an authorized officer of the firm, binding the proposer to all of the commitments made in the submittal. It shall include name, address and phone number of the authorized person and shall include the following Statement:

   I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS AND AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

2) **Firm Qualifications and Experience** – Qualifications and experience on the development team, with emphasis on previous similar development projects including the development of affordable housing/residential, commercial, mixed use, or development sites comparable to the Property. The qualifications should include the firm's experience in planning, financing, constructing, and managing major development projects in the Los Angeles region and San Gabriel Valley sub-region. Additional pages may be included to highlight the qualifications of any proposed sub-consultants to be used by the proposer and the specific task(s) or functions the sub-consultant will perform.

3) **Development Portfolio** – Provide a list of past or current projects in the pipeline, including predevelopment, construction, and lease-up activities underway in Los Angeles County, that the Development team or personnel were actively involved in. This list should include the location, project type, size and total development cost for each project.

4) **Proposed Personnel & Qualifications** – Identify the project manager other key personnel, including sub-consultants which will be performing the majority of the work on projects/contracts. Attach descriptions and resumes of personnel, including a summary of relevant experience, work history, current projects, relevant training, education and special certifications. Briefly discuss the Development team's qualifications and experience with projects 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. Show how your experience relates to the demands of this RFQ. The designated Development Representative 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. **Development Program** – A general overview of the proposed development program and timeline, including a description of how the Developer's vision addresses and maximizes fulfillment of the RFQ. Identify type(s) of development/use(s) that the Team considers appropriate for the Site. Discuss the role/importance each parcel plays in implementing the overall proposed development program.

   Development Program Time Schedule – A schedule of performance outlining the estimated time for each step and phase, including a summary "timeline" or other similar graphic representation of the development program process. The schedule should recognize the time involved in designing the development program, financing the development program, completing the General Plan Amendment and Zone Change, development of the specific plan, environmental review, receiving development land use entitlements, commencing and completing construction, and final occupancy.

6. **Renderings** – Concept renderings, images, photographs and maps to convey the vision for the Site and total proposed development program.

7. **Financial Qualifications and Feasibility of the Proposed Development** – The provision of clear evidence of financial resources of the Bidder to undertake the development of the Property including the following:

   - Sources and Uses of Funds for each phase of the development program, as applicable.
   - Development Program Budget (total development cost).
   - Development Program Operating Pro Forma.

8. **References** – Each proposal must include at least two (2) public agency references going back not more than five (5) years from the issuance of this RFQ. References should place an emphasis on past development projects 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.

9. **Attachments** – Proposals shall submit all Attachments below as part of the submittal.

   a. Attachment "A" – False Claims Act Certification
   b. Attachment "B" – History Of Debarment Certification

c. Attachment "C" – Civil Litigation History
d. Attachment "D" – Conflict Of Interest Disclosure Statement

Proposals must be submitted using the following methods:

Four (4) printed copies and one (1) electronic copy (USB flash drive) of the proposal must be received prior to the Submission Deadline. Proposals shall be submitted to the following address:

Subject: RFQ – DEVELOPMENT OF THE MACLAREN SITE
ATTN: Betty Donavanik, Director of Community and Economic Development
City of El Monte
Community and Economic Development
City Hall West
11333 Valley Boulevard
El Monte, CA 91731

Proposals may be submitted via personal delivery, overnight courier (e.g., FedEx or UPS) or U.S. Mail. Proposals must be received by or before 5:00 p.m. on Thursday, November 4, 2021 (the Submission Deadline). Proposals that are deposited with an overnight courier or post marked prior to the Submission Deadline but received after the Submission Deadline will not be considered by the City. Accordingly, although delivery via overnight courier and U.S. Mail is permitted, it is strongly suggested that proposers consider a package tracking method to better ensure that proposals are received in a timely manner, on or before the Submission Deadline.

Please bear in mind that the City reserves the right to modify, supplement or withdraw this RFQ at any time after its issuance date. Any such modification, supplement or cancellation of this RFQ shall be noted by the City as an update to the City's website at https://www.elmonteca.gov/ provided however that the City shall not post any such modification, update or cancellation of this RFQ within less than seventy-two (72) hours before the submittal deadline of Proposals to this RFQ.

Accordingly, each Bidder is advised to consult the City's website for updates.

NOTICE: NO PROPOSAL WILL BE ACCEPTED BY THE CITY AFTER THE DATE AND TIME INDICATED ABOVE OR BY THE DATE AND TIME AS MAY BE MODIFIED BY A SUPPLEMENTAL NOTICE AS POSTED TO THE CITY'S WEBSITE.

4. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the proposer qualifications and experience, experience with similar projects, proposed development program, and financial proforma and schedule. Each such factor shall be weighted by the City as follows:

1. Professional qualifications and experience of the firm and its project management personnel (20 points maximum).
2. Relevant experience of the firm with similar types of projects (20 points maximum).
3. Development program and quality of the proposal, including clarity of content and understanding of the project and design (40 points maximum).
4. Financial Proforma and time schedule for completion (20 points maximum)

Proposing developers should thoroughly address the above selection criteria to receive the maximum possible points.

CRITERIA	MAXIMUM POSSIBLE POINTS
1. Qualifications and Experience	20
2. Experience with similar projects	20
3. Development program and quality of proposal	40
4. Financial Proforma and Schedule	20
TOTAL POINTS	**100**

5. SELECTION PROCESS

A selection panel, comprised of City staff will review the proposals. Proposals will be ranked on qualifications and the selection panel may choose to interview the top ranked proposers. The selection panel shall submit its highest ranked SOQ for consideration as the preferred Bidder approval by the City Council for the potential development of the Property.

6. GENERAL CONDITIONS

Issuance of this RFQ does not obligate the City to complete the RFQ process as described above or to select a Bidder for the entry into an Exclusive Right to Negotiate for potential terms of purchase of the Property, nor shall the City of El Monte or the Los Angeles County be liable for any cost incurred by the Bidder in the preparation and submittal of a Proposal to the City.

An incomplete Proposal that does not conform to the requirements specified herein will not be further considered by the City. The act of submitting a SOQ to the City is a declaration that the Bidder has read the RFQ and understands all the requirements and conditions related to the submittal of the SOQ.

The City reserves the right in its sole discretion to:

- Modify or cancel the selection process for Bidders or modify the schedule of this RFQ at any time;
- Waive minor irregularities in the responsiveness of one or more Proposals to the RFQ;
- Reject all SOQs after delivery to the City, and to seek new responses by other means acceptable to the City when it is in the best interest of the City to do so;
- Seek clarification or additional information from any Bidder as the City deems appropriate during the course of its evaluation of any SOQ.

All correspondence and data submitted by each Bidder shall be deemed to be a public record of the City subject to the provisions of the next two (2) sentences. The City shall exercise best efforts to maintain the confidentiality of financial statements of the Proposer provided such information is separately labeled as "CONFIDENTIAL BUSINESS RECORD [INSERT NAME OF BIDDER]." The City shall not release or make available for inspection as a public record the text of any SOQ which the City may receive until ten (10) days after the City Council has designated the most responsive Bidder, as evidence by a resolution of the City Council which identifies such most responsive Bidder.

Neither the City of El Monte nor the County of Los Angeles make any representation about the condition of the Property, including buildings, utilities, soils, or other surface or subsurface conditions in the RFQ or the development or use potential for the Property. The City reserves all of its regulatory power and discretion to approve, disapprove or approve subject to conditions any development project which the Bidder may propose for the Property.

ATTACHMENT "A"

False Claims Act Certification

SECTION 00470

FALSE CLAIMS

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Bidder/Proposer has no False Claims Act violations as described above, complete the following:

I,_____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

_____
(Bidder/Proposer name as shown on Bid/Proposal)

nor_____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this_____ day _____ at_____
(month and year) (city and state)

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled "False Claim Act Violations Information:" (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the City should be aware.

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation:

_____

(2) Identity of tribunal or court and the case name or number, if any: _____

_____

_____

(3) Government contract or project involved: _____

_____

_____

(4) Government agency involved: _____

_____

_____

(5) Amount of fine imposed: _____

(6) Exculpatory information: _____

_____

_____

_____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT "B"

History of Debarment Certification

SECTION 00473

DEBARMENTS

Bidder/Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the ten (10) years preceding the date this Bid/Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) the identify of the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the City of El Monte should be aware.

HISTORY OF DEBARMENT CERTIFICATION

If the Bidder/Proposer has no debarments to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

_____
(Bidder/Proposer name as shown on Bid/Proposal)

nor_____
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

DEBARMENT INFORMATION

(1) Date and duration of debarment: _____

_____

(2) Project name or contract involved: _____

_____

(3) Debarring agency: _____

_____

(4) Stated reason for debarment: _____

_____

_____

_____

_____

(5) Exculpatory information: _____

_____

_____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT "C"

Civil Litigation History

SECTION 00471

CIVIL LITIGATION HISTORY

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

_____
(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____at ____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

_____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

_____

(3) Outcome of the case: _____

_____

_____

_____

_____

(1) Name of Case: _____

_____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

_____

(3) Outcome of the case: _____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT "D"

Conflict of Interest Disclosure Statement

CONFLICT OF INTEREST DISCLOSURE STATEMENT
(Subject Project: RFQ for MacLaren Hall Site Development)

Proposer's Name: _____ ("Proposer")

This Conflict of Interest Disclosure Statement relates to that certain City of El Monte's Request for Qualifications for the MacLaren Hall Site Development (hereinafter, the "RFQ").

Proposer is advised that certain consulting firms will not be allowed to submit qualifications in response to the RFQ or participate on any proposer's team for the RFQ because of the consultant's participation in the preparation of the RFQ and/or their participation in the review, evaluation and selection of professional consulting firms who will be submitting responses to the RFQ. The conflicted firm(s) is/are:

_____

_____

_____

(hereinafter, the "Conflicted Consultant(s)").

Proposers must also disclose any contractual arrangements or other representation the Proposer currently has or will have during the performance period of the agreement contemplated under the RFQ.

Proposers must also identify all municipalities or other public agencies, or development projects in the City of El Monte that the proposer is currently under contract with or will be under contract with during the performance period of this RFQ to provide consulting services similar to those contemplated under this RFQ. For purposes of this disclosure statement any of the entities referenced under this paragraph may be referred by the term "Potentially Adverse Client".

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to present, or planned interest(s) of the proposer's team (including the proposer, Principal/Major Participants, proposed Subconsultants and proposed Subcontractors, and their respective chief executives, directors, and other key personnel for the project) which may result, or could be viewed as, a conflict of interest in connection with this RFQ, either with a Conflicted Consultant or a Potentially Adverse Client.

Proposer should disclose (a) any current contractual relationships with a Conflicted Consultant or Potentially Adverse Client, (b) any present, or planned contractual or employment relationships with any officer or employee of a Conflicted Consultant or Potentially Adverse

Client and (c) any other circumstances that might be considered to create a financial interest in the contract by any member, officer or employee of a Conflicted Consultant or Potentially Adverse Client if Proposer is awarded a contract under the RFQ.

Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, a Conflicted Consultant. Proposer should also disclose contractual relationships (i.e. joint ventures) with any Conflicted Consultant as well as Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, a Conflicted Consultant. Proposer should also disclose contractual relationships (i.e. joint ventures) with any Conflicted Consultant as well as relationships wherein a Conflicted Consultant is a contractor or consultant (or Subcontractor or Subconsultant) to the proposer or a member of the proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the Proposer has taken or will take to avoid, neutralize, or mitigate any conflict of interest described herein.

3. Certification

The undersigned hereby certifies and declares under penalty of perjury that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature: _____

Name: _____

Title: _____

Company Name: _____

Date: _____, 20_____

City will evaluate each proposer's relationship with a Conflicted Consultant or a Potentially Adverse Client identified, above, to determine whether the conflict is sufficiently direct and/or material as to merit disqualification of the proposer from consideration under this RFQ. City will evaluate whether measures taken by a proposer to avoid, neutralize or mitigate an actual or potential conflict are reasonably adequate to avoid an actual or potential conflict. Potentially conflicted proposers will provide City with any such additional information as the City may request to better evaluate the existence of a direct and/or material conflict and the failure to provide such additional information to the reasonable satisfaction of City shall be grounds for disqualification. The City shall issue its determination in writing. Parties who may wish to protest the City's determination must file a written protest within the time period specified in the RFQ for protests.

ATTACHMENT 3

PRIMA DEVELOPMENT PROPOSAL

Esperanza Village

El Monte, CA

RFQ Response

November 4, 2021

Prima™ Development

Building healthy communities one home at a time.

PRIMA DEVELOPMENT – ESPERANZA VILLAGE

TABLE OF CONTENTS

1. COVER LETTER
2. FIRM QUALIFICATIONS AND EXPERIENCE
3. DEVELOPMENT PORTFOLIO
4. PROPOSED PERSONNEL & QUALIFICATIONS
5. DEVELOPMENT PROGRAM
6. RENDERINGS
7. FINANCIAL QUALIFICATIONS AND FEASIBILITY OF THE PROPOSED DEVELOPMENT
8. REFERENCES
9. ATTACHMENTS

- Attachment "A" – False Claims Act Certification
- Attachment "B" – History of Debarment Certification
- Attachment "C" – Civil Litigation History
- Attachment "D" – Conflict of Interest Disclosure Statement
- Attachment "E" – Developer Statement of Qualifications
- Attachment "F.1" – Personnel & Qualifications - Prima
- Attachment "F.2" - Personnel & Qualifications – Subconsultants
    - F.2.1 - Architect – AC Martin, Los Angeles, CA
    - F.2.2 - Civil Engineer – John Labib + Associates, El Segundo, CA
    - F.2.3 – Dry Utility Consultant – Murow Development Consultants, Irvine, CA
- Attachment "G" – Development Program Overview
- Attachment "H" – Development Program Time Schedule
- Attachment "I" – Renderings
- Attachment "J" – Evidence of Financial Resources of the Bidder
- Attachment "K" – Residential Proforma
    - Sources & Uses of Funds
    - Development Program Budget / Total Development Budget
    - Development Program Operating Proforma
- Attachment "L" – Health Amenities Proforma for Building 4 (Building 4 (Mixed-Use Building – Heath Amenities + Special Needs Housing)
- Attachment "M" – Reference Letter – City of Cudahy
- Attachment "N" – Reference Letter –County of Los Angeles

Prima™
Development

November 4, 2020

Betty Donavanik
Director of Community and Economic Development
City of El Monte
Community and Economic Development
City Hall West
11333 Valley Boulevard
El Monte, CA 9173

Subject: RFQ – ESPERANZA VILLAGE FOR DEVELOPMENT OF THE MACLAREN SITE

Dear Ms. Donavanik,

Prima Development, (PRIMA) is pleased to respond to the Request for Qualifications (RFQ) issued on October 13, 2021 by the City of El Monte for the development of an approximate 6.11-acre portion of the Maclaren Hall Site ("**Property**"). PRIMA is responding to provide its Statement of Qualifications and present Esperanza Village ("**Project**"), its proposal for the mixed-use development of the Property.

PRIMA is a non-profit 501c3 community builder whose mission is "to build healthy communities one home at a time." PRIMA and its team specialize in delivering affordable and special needs housing in combination with complementary community assets ranging from healthcare services to economic development activities that improve the quality of urban life in underserved communities.

The experienced designers and consultants that are part of the PRIMA team include architect AC Martin; environmental consultant Converse Consultants; civil engineer John Labib + Associates; and, dry utility consultant Murow Development Consultants. They are well-respected firms and professionals who have worked extensively in the Los Angeles County region.

Our proposal will comply with Government Code Section 37364 to provide housing affordable to persons and families of low or moderate income while also meeting City goals for a vibrant and economically viable mixed-use community. The Project will complement the proposed public park, recreation and open space uses adjacent to the Property and together enhance the health and economic well-being of its residents as well as that of the surrounding neighborhood.

As required in the RFQ, as an authorized officer of PRIMA, I am including the following Statement:

I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS AND AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Thank you for considering our response to the RFQ.

Sincerely,



Fernando Vasquez
President
Prima Development

Primary Contact for Submittal

Mr. Fernando Vasquez
President
Prima Development
12401 Woodruff Ave., Suite 10
Downey, California 90241
562-261-7601
fvasquez@primadev.org

2. Firm Qualifications and Experience:

Prima Development (Prima) is a non-profit developer ideally suited to partner with the City of El Monte (City) and transform MacLaren Hall (Property) into Esperanza Village, an impactful mixed-use development (Project) in the heart of the City. Prima's mission is to enhance liveability, wellness and engagement in underserved communities through progressive mixed-use and affordable housing solutions and quality healthcare services. Prima's mission and vision for this Property aligns well with its experience in successfully developing such projects as explained below.

In response to the Request for Qualifications (RFQ), Prima will be the developer, project manager and leader of the Bidder Team for Esperanza Village. If selected through the RFQ process, Prima will enter into agreements with the City, and will own and operate the Project. Project equity financing will be structured by Prima to attract investment by tax credit and other private investors. Debt financing will be a mix of traditional private construction and permanent loans as well as City, County and State programs. Finally, Prima or an affiliate will serve as the Guarantor and assume the financial liability associated with completing and operating the Project.

The qualifications and experience on the Prima development team include the development of affordable housing/residential, commercial, mixed use, and development sites comparable to those uses proposed for the Property. As an example, Prima has recently secured site control, entitlements and public agency financing for the development of Cudahy Seniors, a 177-unit mixed-use affordable senior apartment building with 23,500 square feet of health amenity space that will serve both the building residents and the needs of the surrounding community. This flagship project will also provide healthcare industry related job training and creation for the community. This service enriched housing model will be duplicated but further expanded and refined for Esperanza Village.

The firm's qualifications include experience in planning, financing, constructing, and managing previous similar and major development projects in the Los Angeles region and San Gabriel Valley subregion. These qualifications and experience are detailed in the following Development Portfolio and Proposed Personnel & Qualifications sections and referenced attachments, and relate to the demands of this RFQ. The combined development experience of Prima personnel spans approximately 327 units in its current pipeline; 404 units in complete projects and the master planning and land development for approximately 1,230 homes.

The qualifications of Prima's proposed sub-consultants and the specific task(s) or functions the sub-consultant will perform also pair well with the vision for Esperanza Village and the demands of this RFQ. As an example, our architect AC Martin has completed several infill developments with Prima personnel in the past (e.g. Downey View, Alta Vista, Encanto Court and Park View Terrace as detailed in Attachment "E") and is the current designer for Cudahy Seniors. Based on that experience, AC Martin is well-equipped and prepared to achieve the vision for this Project and meet the demands of this RFQ.

3. Development Portfolio: Please see Attachment "F" Statement of Qualifications for a list of past or current projects in the pipeline, including predevelopment, construction, and lease-up activities underway in Los Angeles County and neighboring Counties, that the Prima Development team or its personnel are and were actively involved in. This list includes the location, project type, project specific development experience size and total development cost for each project.

4. Proposed Personnel & Qualifications: Key personnel performing the majority of work on projects/contracts include the following individuals and firms:

- **Prima Development, Downey, CA**
    - Designated Development Representative – Fernando Vasquez
    - Project manager – Fernando Portillo
- **Sub-consultants**
    - Architect – AC Martin, Los Angeles, CA
    - Environmental / Geotech – Converse Consultants, Monrovia, CA
    - Civil Engineer – John Labib + Associates (aka LFA), Los Angeles, CA
    - Dry Utility Consultant – Murow Development Consultants, Irvine, CA

Please see Attachment "F.1" Personnel & Qualifications – Prima Development. This attachment provides descriptions and resumes of Prima personnel, which includes a summary of relevant experience, work history, current projects, relevant training, education and special certifications. This attachment discusses the Prima's personnel qualifications and experience with projects of a similar magnitude and nature.

Please see Attachment "F.2" – Personnel & Qualifications – Subconsultants. This attachment provides identical information for all subconsultants performing any of the tasks or services contemplated under this RFQ on the proposer's behalf.

5. Development Program: Please see Attachment "G" Development Program Overview which provides a building and economic overview as well as summary timeline for the Project.

Our proposed development program for Esperanza Village will feature four (4) key components:

- new affordable housing for families, seniors and those with special needs;
- healthcare amenities;
- job creation; and,
- education and training programs.

The program will complement the proposed park, recreational and open space uses adjacent to Esperanza Village, with emphasis on enhancing the physical and economic health and wellness of Project residents as well as the surrounding neighborhood. Together, the above components and proposed public park will play mutually supportive and complimentary roles in implementing the overall vision for and maximize fulfillment of the RFQ.

The vision for Esperanza Village (Esperanza means hope in Spanish) is to provide a diverse type of affordable housing options for all ages in a supportive environment for healthcare/wellness, education (non-profit vocational medical school) and economic prosperity (over 100 full time jobs created).

This development theme coupled with the proposed public park and recreational activities envisioned adjacent to Esperanza Village, as vetted by the neighborhood, City and County over the last several years, will insure a unique and achievable opportunity to create a community that meets the complete and holistic needs of its residents and the City.

Affordable Housing: The affordable housing plan proposes to demolish the existing MacLaren Hall buildings and build upwards of 391 units of affordable rental housing in three (3) new buildings for low-income families and senior citizens. Upwards of 49% of the total units in each building will be reserved for special needs populations evenly distributed and mixed with the other housing units. Eligible special need populations may include but are not limited to the following:

- Intellectual and Developmental Disabilities
- Transition Age Youth
- Homeless Households
- Homeless Seniors
- Survivors of Domestic Violence/Human Trafficking

All three affordable housing buildings will share a Spanish Modern design theme. The two twin 100-unit family buildings will share a common parking structure and courtyard, as well as important development and operational economies of scale. The 181-unit senior building will have a ground level podium parking with a private courtyard above and be adjacent to the proposed health amenities mixed use building.

Healthcare Amenities: The proposed 30,000 SF of of health amenities will include a range of medical office uses that will be accessible by all members of the El Monte community. The proposed health amenities may include a non-profit vocational medical school, community health clinic or adult day care centers as part of a new mixed-use building with approximately 10 special needs housing units proposed for the upper levels. The senior healthcare facility will afford the seniors living in the Project and surrounding community the ability to age in place, maintain their independence, and reduce the likelihood of having to enter and live in a nursing home facility.

Job Creation: The commercial uses envisioned for the Project will also be a boon to the community. Once the healthcare facilities are in full operation, it is expected that over (100) full time permanent positions will be created, including Nurse Practitioners, Physician Assistants, License Vocational Nurses, Certified Nursing Assistants, Medical Assistants, Phlebotomists and Pharmacy Technician. These well-paid permanent health care related jobs equivalent to an estimated $6,000,000 in annual employment income.

Education and Training Programs: Prima will work to establish a clinical training program in partnership with local high schools, community colleges and the on-site non-profit vocational medical school. This would allow for local paid internship opportunities for the students and provide a source of local hires for the medical positions situated in the healthcare facilities. Finally, Prima will work on establishing a clinical rotation program for local universities and community colleges that have a nursing program, such as Cal State Los Angeles and Rio Hondo College.

Development Program Time Schedule: Please see Attachment "H" Development Program Time Schedule.

The schedule of performance outlines the estimated time for each step and phase, including similar graphic representation of the development program process. The schedule recognizes the time involved in designing the development program, financing the development program, completing the General Plan Amendment and Zone Change, development of the specific plan,

environmental review, receiving development land use entitlements, securing multiple sources of public agency funding as well as commencing and completing construction, and final occupancy.

The development time schedule assumes the dual track completion of (a) City managed environmental reviews, specific plan, and transfer of site control and (b) Developer driven site and building plans within a one to one and one half-year expedited timeline. Ultimately, the timing of site control and entitlements relative to county and, if needed, state public agency funding deadlines and availability will dictate ability of the Prima to expedite the close of construction financing and commencement of this Project construction.

Build out of the housing and health amenities will be, to the extent possible, synchronized with demolition of the site and the construction of the public park and open space to leverage the potential economies of scale and efficiencies of large-scale development.

6. Renderings: Please see Attachment "I" Renderings. Concept renderings, images, photographs and maps to convey the vision for the Site and total proposed development program.

7. Financial Qualifications and Feasibility of the Proposed Development: Please see the following attachments:

- Attachment "J" – Evidence of Financial Resources of the Bidder (Confidential);
- Attachment "K" Residential Proforma; and,
- Attachment "L" – Health Amenities Proforma.

Please note that Attachment "K" Residential Proforma includes separate proformas for Buildings 1 and 2 (Family) and Building 3 (Senior) whereas Attachment "L" Health Amenities Proforma outlines the economic projections for Building 4 (Mixed Use Health Amenities + Special Needs Housing)

8. References: Please see Attachments "N" – City of Cudahy and "O" – County of Los Angeles

9. Attachments:

- Attachment "A" – False Claims Act Certification
- Attachment "B" – History of Debarment Certification
- Attachment "C" – Civil Litigation History
- Attachment "D" – Conflict of Interest Disclosure Statement

- Attachment "E" – Developer Statement of Qualifications
- Attachment "F.1" – Personnel & Qualifications - Prima
- Attachment "F.2" - Personnel & Qualifications – Subconsultants
    - F.2.1 - Architect – AC Martin, Los Angeles, CA
    - F.2.2 - Civil Engineer – John Labib + Associates (aka LFA), El Segundo, CA
    - F.2.3 - Utility Consultant – Murow Development Consultants, Irvine, CA

Attachment "G" – Development Program Overview

- Attachment "H" – Development Program Time Schedule
- Attachment "I" – Renderings
- Attachment "J" – Evidence of Financial Resources of the Bidder
- Attachment "K" – Residential Proformas for Building 1 & 2 (Family) and Building 3 (Senior)
    - Sources & Uses of Funds
    - Development Program Budget / Total Development Budget
    - Development Program Operating Proforma
- Attachment "L" – Health Amenities Proforma for Building 4 (Building 4 (Mixed-Use Building – Heath Amenities + Special Needs Housing)
- Attachment "M" – Reference Letter – City of Cudahy
- Attachment "N" – Reference Letter –County of Los Angeles

ATTACHMENT "A"

False Claims Act Certification

SECTION 00470

FALSE CLAIMS

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Bidder/Proposer has no False Claims Act violations as described above, complete the following:

I, Fernando Vasquez, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)
Prima Development
(Bidder/Proposer name as shown on Bid/Proposal)
nor N/A: no contractor has been selected yet
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 2nd day November 2021, at Downey, CA
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled "False Claim Act Violations Information:" (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the City should be aware.

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation:

_____

(2) Identity of tribunal or court and the case name or number, if any: _____

_____

_____

(3) Government contract or project involved: _____

_____

_____

(4) Government agency involved: _____

_____

_____

(5) Amount of fine imposed: _____

(6) Exculpatory information: _____

_____

_____

_____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT "B"

History of Debarment Certification

SECTION 00473

DEBARMENTS

Bidder/Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the ten (10) years preceding the date this Bid/Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) the identify of the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the City of El Monte should be aware.

None

HISTORY OF DEBARMENT CERTIFICATION

If the Bidder/Proposer has no debarments to report as described above, complete the following:

I, Fernando Vasquez, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Prima Development
(Bidder/Proposer name as shown on Bid/Proposal)

nor N/A: no contractor has been selected yet
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 2nd day of November 2021 (month and year) at Downey, CA (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

DEBARMENT INFORMATION

(1) Date and duration of debarment: _____

_____

(2) Project name or contract involved: _____

_____

(3) Debarring agency: _____

_____

(4) Stated reason for debarment: _____

_____

_____

_____

_____

(5) Exculpatory information: _____

_____

_____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT "C"

Civil Litigation History

SECTION 00471

CIVIL LITIGATION HISTORY

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:

I, Fernando Vasquez, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Prima Development
(Bidder/Proposer name as shown on Bid/Proposal)

nor N/A: no contractor has been selected yet
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 2nd day of November, 2022 at Downey, CA
(month and year) (city and state)

by 
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

_____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

_____

(3) Outcome of the case: _____

_____

_____

_____

_____

(1) Name of Case:_____

_____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

_____

(3) Outcome of the case: _____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT "D"

Conflict of Interest Disclosure Statement

CONFLICT OF INTEREST DISCLOSURE STATEMENT
(Subject Project: RFQ for MacLaren Hall Site Development)

Proposer's Name: Prima Development ("Proposer")

This Conflict of Interest Disclosure Statement relates to that certain City of El Monte's Request for Qualifications for the MacLaren Hall Site Development (hereinafter, the "RFQ").

Proposer is advised that certain consulting firms will not be allowed to submit qualifications in response to the RFQ or participate on any proposer's team for the RFQ because of the consultant's participation in the preparation of the RFQ and/or their participation in the review, evaluation and selection of professional consulting firms who will be submitting responses to the RFQ. The conflicted firm(s) is/are:
None.

(hereinafter, the "Conflicted Consultant(s)").

Type text here

Proposers must also disclose any contractual arrangements or other representation the Proposer currently has or will have during the performance period of the agreement contemplated under the RFQ.

Proposers must also identify all municipalities or other public agencies, or development projects in the City of El Monte that the proposer is currently under contract with or will be under contract with during the performance period of this RFQ to provide consulting services similar to those contemplated under this RFQ. For purposes of this disclosure statement any of the entities referenced under this paragraph may be referred by the term "Potentially Adverse Client".

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to present, or planned interest(s) of the proposer's team (including the proposer, Principal/Major Participants, proposed Subconsultants and proposed Subcontractors, and their respective chief executives, directors, and other key personnel for the project) which may result, or could be viewed as, a conflict of interest in connection with this RFQ, either with a Conflicted Consultant or a Potentially Adverse Client.

Proposer should disclose (a) any current contractual relationships with a Conflicted Consultant or Potentially Adverse Client, (b) any present, or planned contractual or employment relationships with any officer or employee of a Conflicted Consultant or Potentially Adverse

Client and (c) any other circumstances that might be considered to create a financial interest in the contract by any member, officer or employee of a Conflicted Consultant or Potentially Adverse Client if Proposer is awarded a contract under the RFQ.

Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, a Conflicted Consultant. Proposer should also disclose contractual relationships (i.e. joint ventures) with any Conflicted Consultant as well as Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, a Conflicted Consultant. Proposer should also disclose contractual relationships (i.e. joint ventures) with any Conflicted Consultant as well as relationships wherein a Conflicted Consultant is a contractor or consultant (or Subcontractor or Subconsultant) to the proposer or a member of the proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

None.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the Proposer has taken or will take to avoid, neutralize, or mitigate any conflict of interest described herein.

N/A

3. Certification

The undersigned hereby certifies and declares under penalty of perjury that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature: 

Name: Fernando Vasquez

Title: President

Company Name: Prima Development

Date: November 02, 20 21

City will evaluate each proposer's relationship with a Conflicted Consultant or a Potentially Adverse Client identified, above, to determine whether the conflict is sufficiently direct and/or material as to merit disqualification of the proposer from consideration under this RFQ. City will evaluate whether measures taken by a proposer to avoid, neutralize or mitigate an actual or potential conflict are reasonably adequate to avoid an actual or potential conflict. Potentially conflicted proposers will provide City with any such additional information as the City may request to better evaluate the existence of a direct and/or material conflict and the failure to provide such additional information to the reasonable satisfaction of City shall be grounds for disqualification. The City shall issue its determination in writing. Parties who may wish to protest the City's determination must file a written protest within the time period specified in the RFQ for protests.

ATTACHMENT "E" DEVELOPER STATEMENT OF QUALIFICATIONS (EXPERIENCE AND DEVELOPMENT PORTFOLIO)

Company: Prima Development & Previous Experience with Prior Employer(s)
Experience in developing mixed use urban commercial and residential projects on development sites comparable to Maclaren Hall RFQ site.
*** indicates project experience with previous firm(s)**

Project Name & Address	COO Date / Phase Completed	Project type (New Const. or Rehab)	Residential Uses	Commercial Uses	Development Experience & Activities	Number of Restricted Units	Number of Total Units	Principal Funding Sources (LIHTC, MHP, etc.)	Principal(s) Involved and Role
COLECTIVO 4819 Patata Street & 8420 S. Atlantic Avenue, Cudahy, CA (TDC: $78,799,070 (Residential) & $11,123,386 (Commercial)	2023 (Est.)	New	Affordable Workforce Family	Commercial Retail	Gateway transit oriented development adjacent to proposed West Santa Ana Branch (WSAB) Transit Corridor light rail train line and in Cudahy entertainment district with mix of multifamily housing and up to 20,000 sf of commercial retail; Predevelopment Stage: Obtaining required approvals and securing financing, closing construction loans and overseeing construction activities.	148	150	LIHTC 4%, Los Angeles County Development Authority (LACDA) Affordable Housing Trust Fund (AHTF), California Dept. of Housing & Community Development (HCD) Affordable Housing Sustainable Communities (AHSC), CalHFA Mixed Income Program (MIP)	Developer; Project Manager for Prima Development
CUDAHY SENIORS 4610 Santa Ana Street, Cudahy, CA 90201 (TDC: $91,469,720 (Residential) & $6,000,000 Commercial)	2023 (Est.)	New	Affordable Senior / Permanent Supportive Housing (PSH)	Health Amenities	Flagship mixed use development for Downtown Cudahy - Senior, PSH, and about 23,000 Medical Office Uses; Predevelopment Stage: Obtained required approvals and secured financing. Closing construction loans and overseeing construction activities.	175	177	LIHTC 4%, LACDA AHTF, California Dept. of HCD Multifamily Housing Program/Housing for Healthy California/Infill Infrastructure Program, CalHFA Mixed Income Program (MIP)	Developer; Project Manager for Prima Development
DOWNEY VIEW 8314 2nd St. Downey, CA 90241 (TDC: $19,469,042)	2014 (12/3/2014 COO)	New	Affordable Family	No	Flagship residential development for Downtown Downey Specific Plan	49	50	LIHTC 9%, City of Downey HOME Loan, Los Angeles County Development Authority (LACDA) Industry Loan, Bank Perm Loan	Developer; Project Manager *
ALTA VISTA 5051 E 3rd St. Los Angeles, CA 90022 (TDC: $24,280,611)	2012 (12/19/2012 COO)	New	Affordable Family	Live-Work Units	Mixed Use with 12 Live-Work Units, Transit Oriented Development (TOD) adjacent to Eastside Gold Line Extension light rail station; Acoustical and Traffic/Access Mitigation Measures; Environmental Soils Remediation and County Fire Dept's Hazardous Materials Division Approvals; Coordination with MTA; Completed: Obtained required approvals and secured financing; closed construction loans and oversaw construction activities.	59	60	LIHTC - 9%, LACDA Industry Loan, LACDA HOME Loan, LACDA CDBG Loan Los Angeles County Maravilla Redev TI Funds State of CA HCD Infill Infrastructure Grant Bank Perm Loan	Developer; Project Manager *
ENCANTO COURT 1345 W. 105th St. Los Angeles, CA 90044 (TDC: $15,131,902)	2012 (12/07/11 COO)	New	Affordable Senior / PSH	No	Six (6) units of total 62 units reserved for homeless or at risk of homelessness residents with supportive services. Completed: Obtained required approvals and secured financing; closed construction loans and oversaw construction activities.	61	62	Tax-Exempt Bonds, LIHTC - 4% LACDA HOME Loan LACDA Homeless Loan Infill Infrastructure Grant LACDA Industry Loan FHLB AHP Bank Perm Loan	Developer; Project Manager *
SUMMER TERRACE 38530 Tierra Subida Avenue, Palmdale, CA 93551 (TDC: $15,626,909)	2010 (6/11/09)	New	Affordable Senior	No	Adjacent to Palmdale Medical Center; Completed: Obtained required approvals and secured financing; closed construction loans, oversaw construction activities, initial lease-up, permanent loan closing/conversion, and preparation and submital of TCAC 8609.	79	80	LIHTC - 9%, City of Palmdale HOME Loan; City of Palmdale RDA; City of Palmdale Fee Waiver; FHLB AHP	Developer; Project Manager *
LA MISION VILLAGE 3220 Mision Avenue Oceanside, CA 92054 (TDC: $27,356,721)	2008 (7/7/08 COO)	New	Affordable Family	No	Liquefaction/ground water table and related shoring issues; Completed: Obtained required approvals and secured financing; closed construction loans, oversaw construction activities, initial lease-up, permanent loan closing/conversion, and preparation and submital of TCAC 8609. Includes 5,000 sf of medical office uses.	79	80	Tax-Exempt Bonds LIHTC - 4% HCD MHP Loan City of Oceanside RDA Loan Bank Perm Loan	Developer; Project Manager *
PARK VIEW TERRACE 6728 Clara Street, Bell Gardens, CA 90201 (TDC: $17,896,706)	2007 (10/31/07 COO)	New	Affordable Senior	Senior Citizen Community Center	Full-service 5,000 SF senior citizen community center operated by City of Bell Gardens; Completed: Oversite of construction activities, initial lease-up, permanent loan closing/conversion, and preparation and submital of TCAC 8609.	71	72	Tax-Exempt Bonds LIHTC - 4%, LACDA HOME Loan, LACDA Industry Loan, City of Bell Gardens RDA Loan, FHLB AHP	Developer; Project Manager *
SHADY TRAILS 15800 S. Park Lane, Fontana, CA 92336 (TDC: $220,000,000)	2005-2006	New	For Sale Family	Master-Planned Community	New for sale single family and townhouses with tree-lined streets, two recreation centers, winding trails and scenic parks; Land Development: backbone infrastructure including dry and wet utilities, street improvements, landscape and rough grading/blue top lots; Financing & Governance: Community Facilities District (CFD) and Homeowner Association (s); Entiltements: Site plan design layout; Specific Plan and Master EIR.	NA	1,100	Community Facilities District (CFD) Special Tax Refunding Bonds	Land Developer; Project Manager *
ELM PARK 219 N. Eucalyptus Avenue Rialto, CA 92376 (TDC: $26,000,000)	2005-2006	New	For Sale Family	Master-Planned Community	New for sale single family with tree-lined streets, recreation centers, winding trails and scenic parks; Land Development: backbone infrastructure including dry and wet utilities, street improvements, landscape and rough grading/blue top lots; Financing & Governance: Community Facilities District (CFD) and Homeowner Association (s); Entiltements: Site plan design layout; Specific Plan and Mitigated Negative Declaration, including noise, air and traffic studies.	NA	130	Community Facilities District (CFD) Special Tax Refunding Bonds	Land Developer; Project Manager *

Attachment F.1 – Personnel & Qualifications – Prima Development

Fernando Vasquez, Founder and President:

Prima was established as a 501c3 non-profit public benefit corporation by Fernando Vasquez to create affordable, high-quality and economically sustainable mixed-use developments in underserved markets. As President and Principal of Prima, Mr. Vasquez is firmly committed to this nonprofit vision and mission.

Mr. Vasquez brings 15 years of public-private partnership (P3) experience, having worked as an elected official leading catalytic projects in the Gateway Cities region and as an affordable housing development manager active throughout Southern California. Mr. Vasquez formed Prima in response to opportunities in the Gateway Cities and San Gabriel Valley which he and many cities believe are best managed and realized by a locally based and experienced developer with a long-term personal commitment to the area.

Mr. Vasquez is actively involved in various activities to improve the lives of diverse and underserved communities. His previous experience as Mayor, Councilmember and Planning Commissioner for the City of Downey and his ongoing interactions with government officials provide him both insight and access to facilitate the development of opportunities beneficial to these communities. During his tenure with the City of Downey, for example, Mr. Vasquez played instrumental roles in the following impactful economic development projects:

- Downtown Downey Specific Plan – An award-winning plan that turned the area into a vibrant entertaining and regional dining destination, including Downey View, a flagship residential development, and Porto's Bakery and Cafe, a regional favorite place to meet and eat.

- Promenade at Downey – The redevelopment of an 80 acre environmentally challenged site in partnership with a private developer into what today is a community gathering spot and tourist destination, merging retail, dining and entertainment with a unique historic connection to its storied past use for air/space exploration and movie making activities

As a former Project Manager for the Lewis Group of Companies, a respected commercial retail and land developer, and National Community Renaissance of California, an established regional affordable housing developer with several projects in the Gateway Cities. Mr. Vasquez brings hands-on experience in land

development, entitlements and affordable housing that will ensure a successful execution of the Proposal if Prima is selected by the City.

During his tenure with National CORE (2006-2010) and Lewis Group of Companies (2005-2006), Fernando secured more than $500 million in financing for projects throughout Southern California and was responsible for the development and construction of more than 1,400 units. His entitlement and development expertise include acquisition/rehab, mixed-use and new construction projects.

Finally, Mr. Vasquez is the founder and owner of the Prima Group as well as a trusted Public Affairs Advisor to federal qualified health care centers (FQHC) and other entities committed to creating and maintaining healthy communities throughout California.

Fernando holds a Master's Degree in City Planning from San Diego State University and a Bachelor's Degree from UC Riverside.

Born from immigrant parents that migrated from Tepatitlan, Jalisco Mexico, Fernando grew up in the Los Angeles area. He currently resides in Downey, California with his wife Donna Vasquez, a partner with the D Vasquez Law Group. They welcomed their first child, Ethan, in November of 2017.

Fernando Portillo, Project Manager:

Rounding out the Prima Development team will be Fernando Portillo, a seasoned affordable housing project manager with over 15 years of development and public agency financing experience, who will serve as financial advisor and project manager.

Mr. Portillo has worked for various public housing agencies in Southern California, such as the Los Angeles County Development Authority ("LACDC"), the Economic Development Agency of the City of San Bernardino ("EDA"), and most recently the Housing and Community Investment Department of the City of Los Angeles ("HCIDLA"). In addition, Mr. Portillo worked for more than two years as a Senior Development Manager with National Community Renaissance of California (2012-2015), a large affordable housing developer in Southern California. Through the above experience Mr. Portillo has underwritten affordable housing development loans for over 1,000 multi-family and 300 single-family units, for non-profit and for-profit developers. Mr. Portillo has extensive experience structuring affordable housing programs and projects utilizing various private and public financing sources such as low-income housing tax credits, tax-exempt bonds, HOME, CDBG, redevelopment housing set-aside funds and the Neighborhood Stabilization Program. In addition to the above experience, Mr. Portillo has also worked in the private real estate sector as a financial analyst and

consultant, having previously worked for two homebuilders in the Las Vegas area and a national, professional real estate consulting firm in Los Angeles. Mr. Portillo received a Masters of Business Administration from the Anderson Graduate School of Management at UCLA and a Bachelor of Arts in economics from Occidental College. Mr. Portillo is fluent in both English and Spanish.

Attachment F.2 – Personnel & Qualifications - Subconsultants

Prima has assembled a talented and experienced team of designers and consultants to deliver a mixed-use community worthy of and complementary to the City of El Monte

The team includes firms whose principals have designed well-received buildings, and/or have played influential roles in the development of projects in Los Angeles County as evidenced in their Statement of Qualifications:

- Architect – AC Martin, Los Angeles, CA
- Environmental / Geotech – Converse Consultants, Monrovia, CA
- Civil Engineer – John Labib + Associates (aka LFA), El Segundo, CA
- Dry Utility Consultant – Murow Development Consultants, Irvine, CA

Statement of Qualifications for all four of our project team members and their Principals follow this section.

AC Martin

Please see Attachments F.2.1 for resumes or firm specific services descriptions for Architect AC Martin.

Converse Consultants

In 1946, Professor Frederick J. Converse established Converse Consultants (Converse) in Pasadena, California to provide the construction industry with geotechnical engineering and geological services subsequently including environmental consulting services in the 1970's after passage of the Clean Air and Water's Acts. Converse is an employee-owned corporation, with 11 offices and 135 employees throughout the United States – California (Monrovia, Redlands, Costa Mesa, Palm Desert and Palmdale), Nevada (Las Vegas, Reno, and Elko), Pennsylvania, and New Jersey.

They provide professional services in the fields of environmental sciences, methane and gas mitigation, geotechnical engineering, engineering geology, groundwater sciences, stormwater compliance, and soils and materials testing and inspection. Our mission is to work together with our clients to provide them with responsive and quality services, resulting in the development of long-term relationships. Converse is currently certified as a Small Business Enterprise (SBE) and Minority Business Enterprise (MBE).

Converse has decades of experience providing geotechnical and environmental services for cities in Southern California. They serve many cities, counties and

agencies in the Southern California area, assisting them with various geotechnical and environmental services for their on-call projects.

Minority Certifications

MBE Certificates

- Southern California Minority Supplier Development Council
- Los Angeles Unified School District
- Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission

SBE Certificates

- California Department of General Services (DGS)
- Los Angeles County Consumer & Business Affairs
- Los Angeles Unified School District
- Metropolitan Water District of Southern California
- Port of Long Beach
- San Diego County Water Authority
- Los Angeles Community College District

Converse Project Team

Ruben Romero, MBA – Chief Financial Officer / Contract Administrator

Mr. Romero is an executive member of the Board of Directors serving as the Chief Financial Officer and Corporate Secretary for Converse Consultants. As a corporate officer, he is responsible for the accounting, finance, payroll, collections, human resources and information technology departments. He interacts daily with the Managing Officer's responsible for our Environmental Consulting and Geotechnical Engineering Departments and in regards to contract administration, financial budgeting and insurance compliance. He is also the Chairman of the Technical Media Committee responsible for Converse's website and is also Chairman of our firms 401(k) Committee as a Trustee.

Mr. Romero has 31 years of experience coordinating work with Converse offices in California, Nevada, Arizona, New York, New Jersey, and Pennsylvania. He has provided our services to multiple clients, which include Federal, State, Municipal, Education, Transportation and Development clients.

Norman Eke – Principal In Charge

Mr. Eke is the Senior Vice President and Managing Officer of Converse's California Environmental offices. Mr. Eke has served as the Principal-in-Charge and Contract Administrator to deliver services to various Federal, State, Municipal, Financial, Utility, Educational, Transportation and Private clients.

Mr. Eke has 31 years of experience in the fields of Environmental Due Diligence including Initial Site Assessments, Phase I and Phase II Environmental Site Assessments, Asbestos/Lead-base Paint/Fungal Surveys and Specifications; Abatement Monitoring, Preliminary Endangerment Assessments and associated Supplemental Site Investigations and Removal Action Work Plans/Implementation, various forms of Remediation, Human Health Risk Assessment, and NPDES Permitting/Stormwater Management, Methane Assessment/ Monitoring/Design and Indoor Air Quality. Mr. Eke has been with Converse for 30 years.

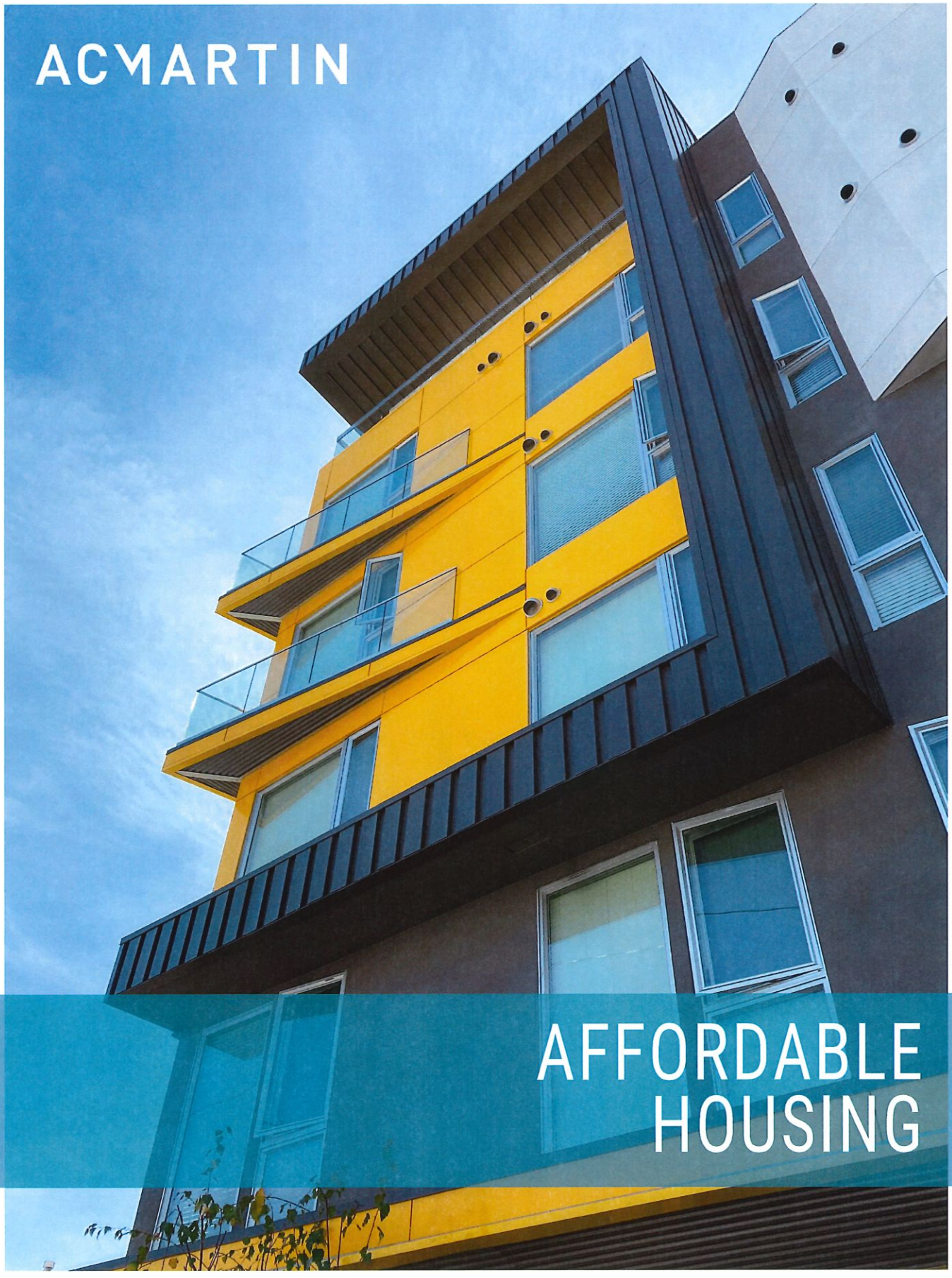
John Labib + Associates (aka LFA) – Civil Engineer

Please see Attachments F.2.2 for resumes or firm specific services descriptions for Civil Engineer Labib Funk + Associates

Murow Development Consultants

Please see Attachments F.2.3 for resumes or firm specific services descriptions for Dry Utility Consultant Murow Development

ACMARTIN



AFFORDABLE HOUSING

Our design objective is to create VIBRANT, SAFE, and SUSTAINABLE COMMUNITIES that begin to address the critical AFFORDABLE HOUSING NEEDS of our community and improve the WELL-BEING of our neighbors who call our projects home.

TABLE OF CONTENTS

A	FIRM OVERVIEW	02
B	REGIONAL EXPERIENCE	10
C	MEET OUR TEAM	16
D	RELEVANT EXPERIENCE	22



A

FIRM OVERVIEW

ABOUT AC MARTIN

Founded in 1906, AC Martin is one of the oldest firms in California. With a continuous design legacy that spans more than three generations, the firm is still recognized today as a thought and practice leader in the AEC industry.

OVERVIEW

Our goal is to create inspiring environments that affect people's lives. AC Martin's priority is to be at the forefront of design innovation and technical execution, continually adopting newest and best practice approaches and tool sets, including technological advances, sustainability and informed research. The work we do is based on the fundamental principles that the work we do must respond to the needs of various users, contribute positively to the built environment, and perform strongly in the market. With these in mind, our team is able to achieve collective project success.

STUDIOS

AC Martin has eight in-house studios: Residential, Higher Education, K-14, Civic/Institutional, Industrial, Aviation, Hospitality, and a Special Services Group. These studios handle a diverse range of projects throughout the Western United States, including high-rise and low-rise, multi-family residential, hotels, schools, master planning of communities and campuses, high-tech research facilities, courthouses, mixed-use retail and entertainment, parking structures, as well as city, county, and state office buildings.

OFFICE LOCATIONS + PROFESSIONALS

We maintain three office locations – Los Angeles, Pleasanton and Roseville – and consist of a team of 170 professionals across California.

The quality of our work is determined by the depth of our team. As we continue to build upon our individual strengths through constant personal and professional growth, we continue to strengthen our efforts as a collective. Our hands-on leadership team is deeply engaged in their projects, ensuring an exchange of ideas at all staff levels creating a potential for limitless innovation. We currently have 124 full-time employees in our office located in Downtown Los Angeles, 34 in Pleasanton, and 12 in Roseville, California. Our group of architects, planners, interior designers, and specialty experts all have strong educational and professional backgrounds, experience designing a wide range of projects in multiple market sectors, and most importantly, works towards a common goal: dedicated their skills to create impactful design.



ABOUT RESIDENTIAL STUDIO

We are proud of the level of commitment we have toward our residential sector, especially as the demand for housing has only increased in California over the past few decades.

Formally known as Togawa Smith Martin (TSM), the Residential Studio of AC Martin has designed and built more than 60,000 units throughout Western United States in the past 45 years. We have been consistently recognized as a strong thought and practice leader in the mixed-use/residential market sectors.

As of January 2021, TSM has fully integrated with AC Martin. This transition has brought immense value to our clients and the sectors we serve. Now with 170 employees and three office locations, our team is able to serve the clients better than ever. The wealth of knowledge, experience, and resources have allowed our practice to expand and grow. Our focus throughout this recent growth plan is to never lose the culture that has made TSM successful over the past four decades.

TSM HISTORY + INTEGRATION

One of TSM's founders, Tim Smith, spent much of his childhood working alongside his father, who was a framer on the job site. His familiarity with wood-framing techniques and the construction process has since become the backbone of his professional career. Tim first met his future partner, Glenn Togawa, during his freshman year at the University of Southern California. In fact, Glenn and Tim were college roommates. Their friendship flourished and has lasted well beyond their college years.

The Architecture and Planning firm 'Togawa & Smith' was established in 1975 in Santa Monica, California. After less than a decade of working at larger firms, Tim Smith and Glenn Togawa realized there was a need in the market for a commercial-grade developer-centric architectural practice focused exclusively on institutional-class development projects in Los Angeles. The firm quickly grew to a couple dozen designers and architects working with numerous private developers on a variety of projects. They developed a loyal client following due to their reputation as a firm steeped in technical strengths and providing services with a developer-friendly spirit.

After establishing and running a successful practice for more than 30 years, Glenn and Tim joined forces with a long-time friend Chris Martin of AC Martin in 2005. They had known the Martins for many years, raising their children in the same tight knit community. In fact, Tim's son Ryan was roommates with Chris' son Patrick while studying at USC.

Together, as a fully integrated firm, AC Martin's Residential Studio continues to serve both private and non-profit developers throughout California to provide thoughtful design and technical expertise to bring more housings and mixed-use projects.

MULTIFAMILY LEADERSHIP

Multifamily is in our DNA and has been the focus of the legacy TSM since its inception. Many notable accomplishments and advancements in our industry can be traced back to our dedication to pushing the envelope of design and execution for the benefit of our client and the projects.

Tim Smith was quoted in Bloomberg and credited for his significant contribution to the development of Type III, wood-over-podium design in California. Nowadays, podium buildings are commonplace, but their roots can all be traced back to Tim Smith, sitting on a beach, and one 'ah-ha' moment. And the rest, as the story goes "is history!" This and other notable contributions to our industry and the advancement in methodologies and techniques underscores TSM's industry excellence.

















Our design approach is simple yet powerful - "inside/out" and "hands-on". This begins early on in our design and continues to consistently carry out through all phases of design and construction. The personal involvement of the firm's principals in every project from inception to occupancy is another key attribute of our firm. Acclaimed for their unique ability to blend sensitive design with thoughtfully composed and cost-effective planning the principal in charge as well as all members of project team are involved in all aspects of administration, design and delivery of each project.

As a result, the Residential Studio has designed numerous buildings that have brought long lasting values and continues to positively impact environments and their users with our building design.

TRUE DEVELOPMENT PARTNERSHIP

Being a committed partner to projects, clients, and consultants is one of many critical factors for project success. As a first step to establishing a good partnership, we recognize and strive to be exceptional listeners. Through this simple yet powerful process, our design team is also able to filter through community comments and directives of civic leaders to come to a consensus. Moreover, it allows us to stay ahead of the market in terms of design trends, user demands, and technology. These principles have led us to where we are today: a true design partner.

AC Martin values the relationships of our clients that stand the test of time. Not every project is easy, but commitment to the relationship and the project is a crucial key. These relationships run deep. Our commitment is felt early with strong site due diligence support throughout the way to post-occupancy evaluation and client interviews to gauge our performance for future improvement.

AFFORDABLE HOUSING PLEDGE

With more than 30 years of experience, AC Martin's commitment to affordable housing remains strong and we continue to seek better ways to serve our clients and communities.

MISSION-DRIVEN VALUES

Designing affordable housing and contributing to solving the affordable housing shortage in California have long been our commitments for many years. The Residential Studio has been very fortunate to have developed strong working relationships with some of the most well established and longest operating developers in the market. These commitments go beyond just designing smart housing options that begin to address the complex issue of homelessness. Our culture is one where passion and commitment drive us to collaborate as a truly vested partner, thinking beyond the normal project approach, and visualizing the end goal to achieve success for our clients.

One of the earliest examples occurred in the early 90's when we worked with Little Tokyo Service Center (LTSC) on a downtown site. The City required the building to be built as a Type I high-rise due to fire zoning requirements. The developer needed to achieve a certain density to make the project financially viable. So, as stated in the Bloomberg article, Tim was on a beach reading the recently adopted Code (as one does, while on vacation in Hawaii) and realized that Type III wood-over-concrete could possibly be the solution to LTSC's issue. At the time the project was nearly dead, but through an extra commitment to solving the proforma-issues, Tim helped LTSC commit to pursuing the Type III option. In the end they were able to yield the same number of units/beds in a mid-rise building. It was achievable in the high rise scheme, and at a significant cost savings.

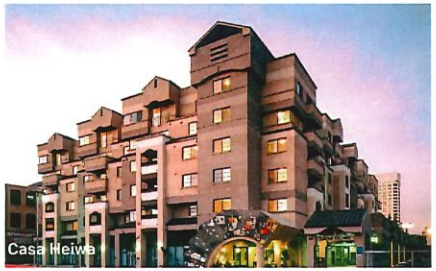
Fast-forward to today, under Managing Principal Jim Dixon's leadership, our commitment to affordable housing remains strong. In addition to Jim's years of industry experience in affordable housing, our Studio consists of talented professionals who have technical expertise, design excellence, and mission-driven values.

LESSONS LEARNED + EDUCATING OUR CLIENTS

As we work diligently with many affordable housing developers, the ACM project team ensures that any lessons learned from a project is shared internally and also with our clients and industry colleagues. Through this valuable process, our Studio is able to improve efficiency on other projects where we can apply lessons learned. Moreover, sharing the knowledge has allowed us to be a trustworthy partner to many of our clients. Our continuous effort to educate new and existing client has not only demonstrated our dedication but also our expertise.

PART OF THE SOLUTION

Additionally, our group's active involvement in various advocacy organizations and associations such as Southern California Association of Non-Profit Housing (SCANPH), Urban Land Institute (ULI), and American Institute of Architects (AIA) has allowed us to understand the market trends but also be part of the solutions to make positive impacts on one of the biggest and most important issues of our era.


Casa Heiwa


Ke Kilohana

ACHIEVEMENTS & AWARDS

ACHIEVEMENTS

Successfully worked with numerous government agencies and funding sources through affordable housing projects.

Achieved many of 'first' breakthrough in the industry, including designing the first Type III, wood-framed project in the State of California (Casa Heiwa).

Working experience with requirements such as City of Industry NOFA, LAHD, HUD Guidelines, TCAC, CalFHA and Universal Design Guidelines.

Committed to sustainability and design that meets USGBC's guidelines to achieve LEED certifications.

Recognized and awarded by various cities such as the City of Los Angeles, the City of Ontario, the City of Rancho, the City of Oxnard and the City of Pasadena.

SELECT AFFORDABLE HOUSING AWARDS

SCANPH – HOMES WITHIN REACH AWARDS
Best Senior Housing Development
Ybarra Village

PCBC GOLD NUGGET – AWARD OF MERIT
Merit Award - Educational
Lotus Garden

PCBC GOLD NUGGET – AWARD OF MERIT
Best Apartment Project – 4 stories or more
Casa Heiwa

LOS ANGELES URBAN BEAUTIFICATION AWARD
Best Multi-Family Project
Casa Heiwa

PCBC GOLD NUGGET – AWARD OF MERIT
Windrose Place


Ybarra Village



B

REGIONAL EXPERIENCE

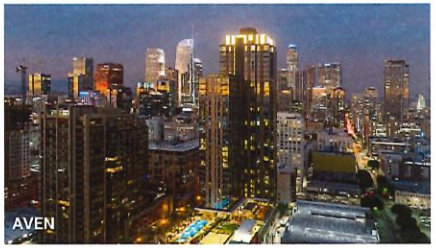
LOS ANGELES EXPERIENCE

NOTABLE POINTS

Based on new construction permits issued by the City of Los Angeles in 2017, AC Martin's Residential Studio (legacy TSM) ranked third among all architects with $187 million in construction valuation and 1.9 million SF as reported by TheRealDeal.com. In 2016, when Downtown Los Angeles witnessed more than 12,500 residential units under construction, and our projects alone accounted for over 2,500 of those new units. Over the past four decades in Los Angeles, we are proud to have been at the forefront of advancing the science of the residential building sector.

HISTORY MATTERS

We continue to be a prominent force in the field of multi-family residential and mixed-use architectural design. Having many of the nation's renowned developers and public housing agencies among its clients, our Studio has designed over 60,000 units throughout California. With legacy TSM's and AC Martin's combined expertise and resources, we have designed many award-winning multi-family and mixed-use projects.


AVEN


West Edge

OUR CODE AND REGULATORY EXPERIENCE IN LOS ANGELES

AC Martin enjoys a long-standing relationship with the City and County of Los Angeles, having delivered some of the region's landmark projects, such as the Los Angeles Department of Water and Power (LADWP) John Ferraro Headquarters Building, Los Angeles City Hall, the LAPD Hollenbeck Replacement Police Station, the Los Angeles County Hall of Justice Repair Project, more recently high-rises in Downtown Los Angeles – Wilshire Grand and AVEN.

In addition to having entitled over 100 projects through the City of Los Angeles Planning Department, and processing over 100 building permits (over 8 million SF in the past 20 years alone) through the City of Los Angeles Building Department, AC Martin was on the advisory committee to help implement the parallel plan check process for the Building Department.

Additionally, AC Martin has worked closely with the Building Department and the Los Angeles Fire Department to implement innovative new ways to improve fire-life safety measures for the Wilshire Grand project, which ultimately led to the approval of a non-flat roof on the 73-story high rise.

Regulatory Agencies that AC Martin has successfully worked with include:

- Los Angeles Department of Building and Safety
- Los Angeles City Planning Department
- Los Angeles Fire Department
- Los Angeles Bureau of Engineering
- Los Angeles Bureau of Street Services
- County of Los Angeles Department of Health
- Los Angeles Police Department
- Los Angeles Department of Water and Power
- Metropolitan Transportation Agency
- Los Angeles Department of Transportation
- Los Angeles Department of Cultural Affairs/ Cultural Heritage

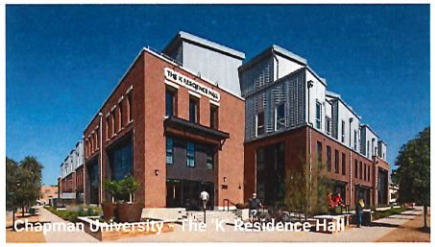
ORANGE COUNTY EXPERIENCE

With Orange County's diverse markets, developments in the multi-family and mixed-use sectors have been steadily growing. The Residential Studio has been part of this active market scene for the past decade, designing several projects such as Metropolis and Elements in Irvine, One Metro West in Costa Mesa, and several mixed-use projects in Santa Ana.

Combined with AC Martin's other studios experience in higher education, student housing, civic/government, and commercial, we continue to contribute to the architecture scene of the Orange County.


Metropolis


Elements


Chapman University - The "K" Residence Hall


One Metro West

SAN DIEGO EXPERIENCE

We have designed over 10,000 units in San Diego. Our project experience in the region includes Ollie at North Park, Hazard Center, Lux UTC, La Jolla Crossroads, Casa Mira View, Heritage, Union Square at Broadway, to name a few. In addition to our San Diego residential/mixed-use projects, AC Martin has been steadily expanding our footprint in other market sectors in the region such as higher education, K-14, commercial, hospitality, and industrial as well.

Some of our staff have many years of experience working in the San Diego region, and those staff include Matthew Cobo, Tom Greer, David Gonzalez and Patrick Sin. They have contributed to the local architectural scene for many decades and are familiar with San Diego's plan check and permitting processes. Having lived and worked in San Diego for over a decade, the Design Principal Tom Greer brings his familiarity with the region and site context as well his experience working with the local jurisdictions. Similarly, David Gonzalez, the Design Director, has designed and completed a substantial amount of award-winning design work and was an integral part of the San Diego design communities for many years. Our Project Manager/Associate Principal Patrick Sin has diligently worked with several San Diego private developers and has led them to project success by closely coordinating with local consultant teams and applying his experience working with local jurisdictions.


Lux UTC


Casa Mira


C + C


SDSU Huaxyacac Residence Hall


La Jolla Crossroads

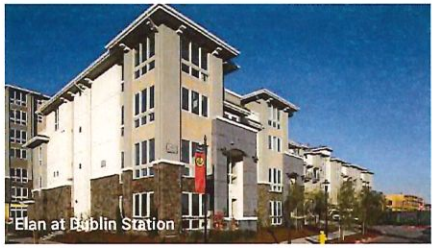
BAY AREA + SACRAMENTO EXPERIENCE

Our Northern California offices are located in Pleasanton and Roseville. Additionally, we work closely with our sister company, ATI Engineering. Collectively, we have been practicing architecture and engineering in the Northern California area for over 30 years on a variety of different projects, ranging from residential/mixed-use and civic/government projects to K-14 and higher education projects in various Northern California cities and counties. The local jurisdictions we have worked with include but are not limited to Oakland, San Francisco, Sonoma, Sacramento, San Jose, Stockton, Modesto, Berkeley, Roseville, Milpitas, Pleasanton, to name a few.

Our clients have benefited from the breadth of experience and expertise from the leaders of the Northern California offices. Their extensive experience working with the local jurisdictions and familiarity with the sites allow them to analyze how to best address clients' needs and create design visions that thoughtfully address site context, cultural environment, and user experience.

Recent residential/mixed-use projects include Oakland Waterfront Parcel J, a dynamic mixed-use project that takes advantage of the great view of Oakland waterfront, and also Newpark Phase II, a large-scale mixed-use redevelopment in Newark that repositions a mall. Additionally, the DGS New Natural Resources Building is approaching construction completion.


Oakland Waterfront Parcel J


Elan at Dublin Station



Newpark Phase II


DGS New Natural Resources Building


Centria East & West


Sonoma County Office of Education



C

MEET OUR TEAM

MEET OUR TEAM



Jim Dixon
Managing Principal

Jim leads the firm's private sector practice that includes residential, commercial/industrial, office, and hospitality. With over 37 years of experience on a wide range of project types, he is knowledgeable about all aspects of project development. He plays an invaluable leadership role and has contributed to the firm's growth in residential, mixed-use and affordable housing . He has completed more than 15,000 units and several million SF of new construction, redevelopment, rehabilitation, renovation, and adaptive re-use.



Matt Cobo
Studio Principal

Matt has worked on various large-scale projects throughout Southern California. He has contributed his detail-oriented project management style, technical knowledge, and client liaison skills to lead some of the most complex projects in the residential market sector. With nearly 20 years of experience in construction documentation, construction administration, and design, Matt brings keen perspective and insight to each project he is involved in. Also, he effectively assembles a strong design team and diligently works with clients and consultants.



Hugo Suarez
Studio Principal

With over 45 years of experience, Hugo has overseen project management and production of a wide range of urban residential projects, especially in the multifamily and affordable housing markets in California, Arizona, Texas and Hawaii. Having worked on numerous complex affordable housing projects, Suarez has extensive knowledge of funding and building codes requirements as well as support services and essential amenity needs. He is passionate about addressing today's homelessness issues in California.



Abhijeet Mankar
Studio Principal

Abhijeet joined AC Martin in 2020 as a Studio Principal and brings over 30 years of industry experience in architectural design and project management of both public and private market sectors. His expertise in residential, mixed-use, commercial and high-rise contributes to the growth of firm's residential and mixed-use practice, and Abhijeet plays a crucial leadership role as both principal in charge and a client liaison to ensure the success of a project and maintaining long-lasting client relationships.



Tom Greer
Design Principal

Tom possesses extensive creative design experience in all phases of residential and mixed-use architecture, master planning and site-specific planning. Throughout his 40-year career in architecture, he has been a valued client liaison and project design team leader. With Tom's proven management and leadership skills, he is highly attuned to a wide variety of clients' needs as he orchestrates various design teams to capture the core vision. His approach to each project design includes understanding and architecturally responding to the project's locale, social context, and targeted users.



Jeff Mertzel
Associate Principal /
Design Director

Jeff oversees and is involved in each project from the conceptual design phase through construction. His vast design experience includes multi-family, mixed-use, hospitality and affordable housing, as well as assisted-living and student housing. He is interested in design that explores innovative unit plan and new residential building prototypes to maximize densities, in addition to challenging infill housing sites. Jeff has an exceptional ability to work with various city jurisdictions for project approvals. His talent for creating design visions that balance both client needs and capturing the spirit of place is well recognized.



David Gonzalez
Associate Principal /
Design Director

With over 30 years of industry experience, David has designed a series of award-winning projects across Southern California, ranging from mixed-use, residential podium and high-rise to office buildings and academic facilities. He has been responsible for overseeing and guiding various design teams from project conception through the schematic and design development phases. With his simple yet thoughtful approach, David seeks to create building designs that tell a strong story through cultural, pragmatic, sustainable and innovative lenses.



Kyle Peterson
Associate Principal /
Director of Project Development

Kyle is a highly versatile design professional who seeks to find pragmatic planning solutions with high yield efficiencies. He helps to inspire the team to discover design solutions that are rooted in a storyline unique to its site context, cultural environment, and project vision. He believes every project needs a 'big idea' which serves as its North Star, guiding and qualifying design decisions thereafter. Kyle's career direction has been focused on mixed-use, multifamily (market-rate, affordable, student) and hospitality sectors.



Lesther Way
Associate Principal /
Technical Director

Lesther leads the production team and is primary responsible for overseeing the handling of projects from inception to the commencement of construction, and construction administration. Since starting with the firm, Lesther has steadily risen through the ranks by demonstrating his ability to execute challenging projects, practice technical excellence, provide strong leadership, and collaboratively coordinate with clients, consultants and general contractors. With his 17 years of industry experience, Lesther focuses on multifamily residential, affordable housing, and mixed-use in various scales and complexity.



Patrick Sin
Associate Principal /
Project Director

Patrick has over 20 years of experience and focuses on market-rate, mixed-use, and affordable housing, as well as student housing, high-rise, and adaptive re-use projects. He has extensive experience managing complex projects while working closely with clients, consultants and general contractors. Having lived in Europe and Asia before moving to the United States, Patrick has had exposures to various architectural styles. He has comprehensive understanding of how built environment interacts with its users and the diversity of building structure.



Janet Cheng
Senior Associate /
Project Director

With over 20 years of experience, Janet has extensive experience in both design and management of various project types and complexities, ranging from multifamily, mixed-use, affordable housing and hospitality to commercial tenant improvement and building repositioning. As a Project Director, Janet is responsible for leading Northern California's Pleasanton office. While Janet has deep roots and knowledge of the Los Angeles area, she carries her expertise and strengths to the Bay Area and works closely with clients, serving that region's market.



Jerome Scott
Senior Associate / Construction
Administration Director

Jerome has over 30 years of experience and his experience ranges from low-rise to high-density mixed-use and multifamily housing projects, and serves as an essential connection between the front-end design and the back-end construction teams to help identify issues that need to be addressed early in the project. He ensures that the design intent is properly understood by the construction team and assists in appropriately translating it into the final built product. His duties include providing input to management on construction contract language, monitoring contract budget and schedule during the CA phase, as well as visiting job sites and interacting with general contractors and owners' representatives.



Felix Lim
Senior Associate /
Quality Control Director

Having extensive job site experience, Felix is well versed in construction management and construction documentation. He works closely with the production team to create and review construction details and improve the technical standards to efficiently streamline workflow. Felix's areas of expertise focus on multifamily, mixed-use, commercial, and educational projects. His keen attention to details and dedication contribute to success of each project he is involved in. Felix also is at the forefront of finding innovative solutions to complex technical problems.



Gina Gutierrez
Senior Associate / Director
of Accessibility Compliance

Gina has been with the AC Martin's Residential Studio for over 20 years. Throughout her long professional history, she has worked on various residential project types and scales in California, especially focusing on affordable housing, mixed-use, and multifamily projects. As an expert in building code accessibility and ADA regulations, one of Gina's primary roles is to review projects for strict code compliance, as well as assist in proper remediation. With her passion for creating a space that's accessible, safe, and sustainable, each project goes through Gina's thorough and careful review process.



Michael Evans
Senior Associate /
BIM Manager

Michael has worked on a wide range of projects including multi-family, mixed-use, student housing and hospitality. Much of his career in architecture has run concurrent with the evolution of PC hardware and software. He has customized AutoCAD with real-world applications for automating complex, time-intensive tasks. Also, Michael has pioneered the firm's use of Revit, and devised a workflow that draws upon Revit's modeling, rendering, and animation features to provide a start-to-finish BIM-based approach to integrated project delivery.



Hyo Hong
Senior Associate /
Senior Designer

With over 10 years of experience in all types of multi-family, high-density housing, Hyo's responsibilities encompass the development of initial design concepts to obtaining entitlements from various governmental entities. His creative talents are utilized solving complex design challenges and Hyo is often called upon to refine various elements during the design development phase.



Jeremy Grant
Studio Director

With over 20 years of experience primarily in the retail and hospitality sectors, Jeremy has more than 20 years of experience designing and executing more than 40 hotel projects. He is detail-driven and has extensive understanding of the hospitality embellishment and lifestyle culture that market sector demands. Responding to the demand for hospitality environments in the residential and commercial market, the unique value Jeremy brings to projects is providing distinct enhancement and embellishment to residential and mixed-use projects from affordable to the high-end of the market.



Allison Sumner
Associate /
Senior Project Manager

Allison has over 20 years of experience and has been actively involved in various project types such as market-rate residential, senior housing and adaptive reuse. She is passionate about providing excellent project management with her hands-on approach. Also, her attention to maintaining clear communication between the owner, consultants, city officials and other team members ensures that each project runs smoothly from design development to the certificate of occupancy. Allison prides herself in creating lasting working relationships and providing the best client-based service possible.



Juan Carlos Ayala
Associate /
Senior Project Manager

Juan Carlos brings over 30 years of experience in project management. He has been an important part of successfully delivering a number of mixed-use and residential projects throughout his career. In his pivotal project management role, he manages the client's needs and expectations while dealing with government agencies/jurisdictions, coordinating with project consultants, establishing schedules, and managing the overall project team workflow.



Sean Yun
Senior Project Manager /
Project Architect

Sean brings over 20 years of experience in designing and planning a broad range of complex mixed-use, residential, and commercial projects in California. Having been involved in all phases of design and construction for numerous projects, he has an exceptional understanding of what key deliverables and coordination are essential to each milestone of a project, and is able to anticipate challenges in advance. He contributes his keen attention to details and collaborative team spirit to create a positive synergy for each project he is involved in.



Arielle Rouleau
Associate /
Project Architect

Arielle has over 10 years of experience in multifamily housing, mixed-use, affordable housing and urban in-fill projects. With exceptional Revit skills, she excels in closely coordinating with various consultants on complex projects. She strongly believes that design excellence is not solely about aesthetics but it can be realized in process efficiencies, project workflow and coordination of systems. As a true team player, Arielle participates in several technical and social in-house committees.



Tim Smith
TSM Founder / QAQC

Tim is one of the founding principals of TSM. His expertise lies in two areas: project administration and technical quality control of the office. Tim's second area of expertise is coordinating the many consulting disciplines required on large multi-family housing projects. With 15 years of experience in wood frame construction before forming Togawa & Smith, Inc., he offers our clients an unparalleled background in the understanding of Type V Construction. This background has led him to develop a 50-page project manual used as a checklist on all TSM projects to interrelate the architectural and engineering disciplines.



D

RELEVANT EXPERIENCE







WEST LA COMMONS

Los Angeles, California

CLIENT
AvalonBay / Abode Communities

PROJECT SIZE
8 Acres (Site)

UNIT COUNT
926 UNITS
(431 affordable + 495 market-rate)

PROJECT STATUS
Currently in Design
(Estimated Completion 2028)

West Los Angeles Civic Center Redevelopment project (aka 'West LA Commons') is envisioned as a community anchor for the Westside, a vibrant neighborhood core featuring equitable housing opportunities; dynamic and engaging commercial and retail spaces; and robust, inclusive community programming in a highly sustainable, well-thought master plan.

The project honors the site's past while enriching the area's urban fabric with a wide range of housing options and opportunities for public engagement and community connectivity. This vision propels West LA Commons to become the area's transformed heart, one that connects those who live, work, and play in the neighborhoods in and around West Los Angeles.

In collaboration with Design Architect Koning Eizenberg Architecture and landscape architect OLIN, our team will serve the role of Executive Architect.











MISSION GATEWAY

Los Angeles, California

CLIENT
Meta Housing

PROJECT SIZE
525,000 SF

UNIT COUNT
356 Units

PROJECT STATUS
Currently Under Construction
(Phase 1 to be completed in 2022 and Phase 2 to be completed in 2023)

As one of the largest Design-Build (DB) affordable housing projects in California, Mission Gateway in North Hills is a new 100% affordable housing that will bring 356 units of much needed affordable housing to accommodate low-income families. As a two-phased project, Phase I consists of a 4-story building that has 70 units, which is a mix of studio, one-, two-, three-, and four-bedroom units while Phase II is a 5-story building with 286 units that is a mix of studio, two-, three, and four-bedroom units.

The design strategically incorporates over an acre of combined common open space with multiple courtyards, an event space and a playroom/ recreation space for the tenants to benefit from a larger sense of community.



ARIA

Los Angeles, California

CLIENT
Affirmed Housing

PROJECT SIZE
54,000 SF

UNIT COUNT
57 Units

PROJECT STATUS
Completion 2020

Designed in a friendly and welcoming contemporary architectural style, ARIA consists of a one 5-story building containing a total of 57 residential units with dual elevator access to all floor levels including a roof deck.

On-site property manager and case managers will share a secure office space adjacent to the building's main entrance and have good visual access to the resident ground level amenities including a computer room. A spacious outdoor courtyard is situated off the rear of a 1,000 SF community room. Shade trees will provide a comfortable setting to relax outside and a small garden will be featured for residents to cultivate herbs and vegetables for themselves. Additional outdoor amenity space will be provided on a beautifully landscaped rooftop terrace, providing residents with outdoor lounge areas amid raised landscaped planters.









EMERSON

Los Angeles, California

CLIENT
Affirmed Housing

PROJECT SIZE
38,000 SF

UNIT COUNT
39 Units

PROJECT STATUS
Currently Under Construction
(Estimated Completion 2021)

Emerson is a new construction of a 5-story building that consists of 38 affordable residential units and one manager's unit. Targeted to provide much-need housing needs for the formerly homeless population in the Los Angeles area, the contemporary podium-type building is designed to create a friendly and welcoming environment for its tenants and the community.

Resident amenities on the ground level include a community room, computer room, laundry room ,and secured room for bike parking. The community room has convenient access to an open air garden area that residents can enjoy year round while the roof terrace measures over 2,100 SF and will feature open and shaded areas for residents to relax and take in the surrounding city views. The property manager and case managers will share secure offices located on the ground level facing Melrose Avenue. A spacious lounge area can be configured to be locked off after business hours if desired. A secondary entrance are the rear of the building will provide direct access for management staff parking on site.



ASANTÉ

Los Angeles, California

CLIENT
Affirmed Housing

PROJECT SIZE
44,000 SF

UNIT COUNT
55 Units

PROJECT STATUS
Currently Under Construction
(Estimated Completion 2023)

Replacing a small existing commercial building in South Los Angeles, Asanté is a new 5-story development of 55-unit supportive housing for the homeless population. The spacious community room, visible from Broadway, creates a sense of community while the entrance on 110th Street features a space for public art alongside other community-serving amenities such as resident computer room, laundry room, bicycle parking and servicing area, roof terrace and open spaces. The outdoor terrace and BBQ areas will also serve as gathering areas for the tenants.









THE DAHLIA

Los Angeles, California

CLIENT
Affirmed Housing

PROJECT SIZE
36,000 SF

UNIT COUNT
56 Units

PROJECT STATUS
Currently Under Construction
(Estimated Completion 2022)

The Dahlia is situated on a 0.3 acre corner lot where S. Main Street intersects with E. 120th Street in South Los Angeles. This affordable housing project consists of one 5-story building containing 56 affordable residential units and one manager's unit.

Designed in a contemporary architectural style with high contrasting color tones offset by natural wood textures and faceted architectural forms, the building consists of four levels of wood framed (Type V) construction over one level of concrete (Type I) with a slab on grade foundation. The exterior skin consisting primarily of stucco and metal wall panels with a realistic spruce wood siding pattern and texture.

Resident amenities on the ground level include a community room, computer room, laundry room and secured room for bike parking with space allocated for residents to service their own bikes. The roof terrace features open and shaded areas for residents to relax and take in the surrounding neighborhood views.







WESTHAVEN

Los Angeles, California

CLIENT
Affirmed Housing

PROJECT SIZE
40,000 SF

UNIT COUNT
57 Units

PROJECT STATUS
Currently Under Construction

Located at 11609 S. Western Avenue, this affordable housing project is situated on a narrow 0.9 acre lot just north of the 105 Century Freeway and across the street from Los Angeles Southwest College. The 5-story building is designed in a contemporary architectural style with the concept of a sliding building mass, and articulated with varied joints and rhythms across the building façade.

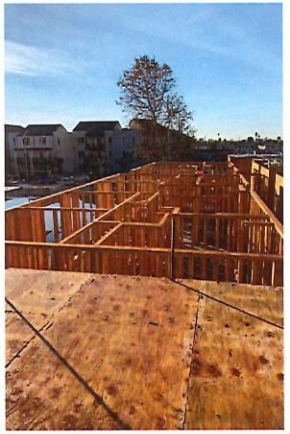
The project consists of 57 units, 28 of which are studios, and 28 one-bedrooms on floor levels 2 through 5. A single 2-bedroom unit will be provided on the fifth level for the on-site property manager. 34 surface parking stalls will be provided at the rear of the site including one van compliant handicap stall. This project will be constructed in one phase after the demolition of an existing two-story residential structure.

Resident amenities on the ground level include a community space, computer room, laundry room and secured room for bike parking with 100 SF of space allocated for residents to service their own bikes.









JORDAN DOWNS AREA H

Los Angeles, California

CLIENT
BRIDGE Housing

PROJECT SIZE
103,000 SF

UNIT COUNT
80 Units

PROJECT STATUS
Currently Under Construction
(Estimated Completion 2021)

The Jordan Downs Area H development proposed by Bridge Housing consists of the construction of 80 affordable dwelling units within the Jordan Downs Specific Plan Area in South Central Los Angeles. The Irving Gill influenced, five story podium building will feature a combination of unit plans ranging from one bedroom to four bedroom units arranged around two large courtyards with passive and active uses for children and adults. The new development will replace substandard residential units built in the early 1940's and will provide an updated and safe environments for families and young adults in the area.

On April 23, 2020, NBC4 News covered Jordan Downs and also interviewed a community member regarding the project. Watch the news here: https://www-nbclosangeles-com.cdn.ampproject.org/c/s/www.nbclosangeles.com/on-air/federal-grant-to-double-units-in-la-affordable-housing-community/2351320/?amp



DOWNEY VIEW

Downey, California

CLIENT
National CORE

PROJECT SIZE
107,000 SF

UNIT COUNT
50 Units

PROJECT STATUS
Completed in 2014

This 60-unit multi-family affordable rental housing project is a catalyst to the redevelopment of downtown Downey. TSM worked closely with the developer and city to establish parameters for higher density housing which will be applied throughout the downtown specific plan. This project draws upon numerous funding sources and is targeted for LEED Silver. The building's design is inspired from examples of mid-century modern architecture found in Downey and within the downtown area. The step down of the building along the front facade provides a terrace offering residents views of the city as well as an arable garden.



THIRD & DANGLER

Los Angeles, California

CLIENT
National CORE

PROJECT SIZE
60,000 SF

UNIT COUNT
71 Units

PROJECT STATUS
Currently Under Construction
(Estimated Completion 2023)

The project proposes two affordable residential buildings with a total of 64 rental units. The larger of the two is a 4-story, 56-unit family oriented building, while the smaller is a 3-story walk-up of 8 studios. The larger building provides amenities common to both, including a ground-level fitness room, a community room, a landscaped resident's courtyard and tot lot, and a rooftop garden. A public forecourt plaza off East 3rd Street forms a public plaza and houses a LA Metro bike station and repair shop. Live/Work units line both East 3rd Street and Dangler Avenue, and parking (at one stall per unit) is below grade.



IMAGINE VILLAGE II

Lancaster, California

CLIENT
Abbey Road

PROJECT SIZE
85,000 SF

UNIT COUNT
80 Units

PROJECT STATUS
Currently Under Construction

Located in the City of Lancaster, California, Imagine Village II will provide 80 units of affordable housing to meet the special needs for youth and young families at risk. The project has a focus specifically for transition aged/ homeless youth.

This new 3-story development, located within the urban core of the City with access to public transportation and within walking distance to social services and business in the area. Constructed in a U-shape around a centralized courtyard with access to the site via a gated driveway leading to a centralized parking lot.

As part of the design, there are several support services such as management offices for staff, a community room with TV lounge, dining area and kitchen, a computer lab/ work area, on-site laundry facilities, bicycle parking, community garden and dog run.







THE BRINE

Los Angeles, California

CLIENT
The Decro Group

PROJECT SIZE
206,000 SF

UNIT COUNT
97 Units

PROJECT STATUS
Currently in Design
(Estimated Completion 2023)

'The Brine,' named after a pickle factory that was previously on the site, will occupy two-thirds of a block in East LA and will be comprised of multiple buildings. Along with the relocation and re-purposing of three historically significant structures to be used as a pediatric clinic and single-family dwelling units, the five-story building includes 97 units of permanent supportive housing, a manager's unit, facilities for a social services provider, local grocery store, health clinics, medical offices as well as a separate at-grade two-story parking structure.

With several significant goals in mind, our design aspires to create a safe and secure residential environment for a wide range of community members in critical need of housing in the Northeast Los Angeles while providing commercial and industrial spaces to improve local economy and workforce, especially for the local residents.







YBARRA VILLAGE

Los Angeles, California

CLIENT
Cesar Chavez Foundation

PROJECT SIZE
88,000 SF

UNIT COUNT
64 Units

PROJECT STATUS
Completed in 2019

Ybarra Village, a joint effort by the Cesar Chavez Foundation (CCF) and New Directions for Veterans (NDVets), is a new affordable housing community in the West Adams district of the City of Los Angeles. This LEED-certified residential community will feature 64 units as well as on-site social service programs for veterans provided by NDVets. Thirty-six units will be reserved for homeless veterans, some with special needs, and 27 will be designated for seniors—with a preference for senior veterans. Both the veterans wing and the senior wing open onto a private courtyard where the residents can relax and socialize. Dwelling units are designed with open plans to take advantage of views and maximize natural light from each area of the plan.

The property's name pays homage to a U.S. Marine Corps and World War II veteran, Miguel "Mike" Ybarra, who also worked with the United Farm Workers and Cesar Chavez to organize farmworkers across California. Onsite services include counseling, case management, job training, legal assistance, Veterans Affairs (VA) health services, and benefits assistance.



TOWNE

Los Angeles, California

CLIENT
Skid Row Housing

PROJECT SIZE
27,000 SF

UNIT COUNT
51 Units

PROJECT STATUS
Currently in Design

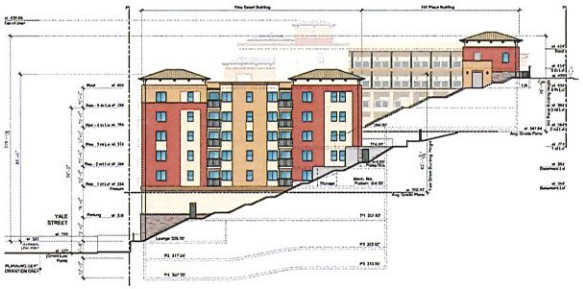
Towne is located at 713 East 5th Street and consists of an 8-story wood-frame podium style building with 51 total units for 100% affordable supportive housing units and one manager's unit located in downtown Los Angeles. Total square footage of the project is 30,007 SF and an impressive 6:1 FAR. Open Space is provided at the project's roof top and supportive spaces are provided at the ground level.











LOTUS GARDEN

Los Angeles, California

CLIENT
Affirmed Housing

PROJECT SIZE
108,000 SF

UNIT COUNT
60 Units

PROJECT STATUS
Completed in 2013

Meeting the challenges of a difficult hillside site in Los Angeles' Chinatown District, this 60-unit, eight-story project provides the region with high quality affordable housing. The 4,000 sf rooftop recreation area includes gardening plots, a tot lot and passive areas for residents to enjoy. Built to LEED Platinum standards by Affirmed Housing, solar-powered water heating has been integrated with high-efficiency boilers. Located within walking distance of light rail, this transit-oriented development also features a semi-automated mechanical "car matrix" which is integrated into the underground garage to drastically reduce the space required for parking.









CAROLINE SEVERANCE MANOR

Los Angeles, California

CLIENT
Mercy Housing

PROJECT SIZE
95,000 SF

UNIT COUNT
85 Units

PROJECT STATUS
Completed in 2013

Caroline Severance Manor is a mixed-use affordable housing development of 85 units with a ground level childcare center. Over 50% of the units are dedicated to families with special needs. The site is ideally located along the commercial corridor along 8th Street in Koreatown and is within close proximity to parks, mass transit and retail. The design of the building is contemporary, with inspiration from the adjacent First Unitarian Church. Elements of renaissance, classic and mission revival were integrated into the building elevations, massing and materials. This Type III over Type I podium building is six stories, with two levels of underground parking. This project takes advantage of incentives in the City of Los Angeles' affordable housing incentives ordinance.









CASA HEIWA

Los Angeles, California

CLIENT
Little Tokyo Service Center

PROJECT SIZE
158,000 SF

UNIT COUNT
100 Units

PROJECT STATUS
Completed in 1996

As the first Type III residential podium building in the State of California in the late 90s, Casa Heiwa not only opened the door to new type of construction that was a breakthrough during the time but it has become a new standard that continues to be widely utilized to current days.

This high-density mixed-use project, developed for the Little Tokyo Service Center and the Los Angeles Community Redevelopment Agency, contains affordable housing units, retail, offices, and a child care facility. Casa Heiwa was the first building in the City of Los Angeles designed as a Type III, five-story wood frame structure. Previously limited to four stories, this breakthrough in the wood framing construction industry paved the way for economic development of housing projects with densities over 100 units per acre.

Currently, the building also serves as the headquarters of our client, Little Tokyo Service Center.









VICTORY PLACE III

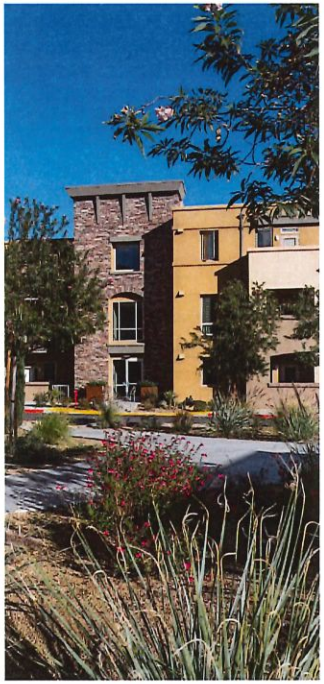
Phoenix, Arizona

CLIENT
Cantwell-Anderson

UNIT COUNT
75 Units

PROJECT STATUS
Completed in 2011

Located in Phoenix, Victory Place III is an affordable supportive housing project for veterans. It is the third phase of a master planned campus providing much-needed housing, rehabilitation and support services. The facility fosters a sense of community by enabling social interaction through a rich variety of common spaces. The architecture is a contemporary reflection of traditional desert architecture and features deep-set windows and shading devices to moderate the local climate.







DUMOSA SENIOR VILLAGE

Yucca Valley, California

CLIENT
National CORE

PROJECT SIZE
83,000 SF

UNIT COUNT
75 Units

PROJECT STATUS
Completed in 2014

Dumosa Senior Village provides the rural town of Yucca Valley in San Bernardino County some much needed affordable senior housing. Strategically located within short walking distance to the City's senior center, library, shopping and bus line, this 75-unit project features a community clubhouse and comfortable outdoor living areas shielded from prevailing desert winds by specially configured buildings. Prefabricated modular construction and sustainable materials were employed throughout the project to reduce environmental impact. Dumosa Senior Village is designed in a "contemporary pueblo" architectural style, featuring deep recessed windows and a striking stone clad rotunda punctuating the entrance to the city's civic center.

Implementing sustainable design and solutions through high performance in site development, water savings, energy efficiency, and sustainable material selection, the project achieved LEED Gold certification.

Built as Type V, the project also implementing modular construction for cost efficiency, faster construction schedule and sustainability.









SAN MARINO APARTMENTS

Montclair, California

CLIENT
National CORE

UNIT COUNT
84 Units

PROJECT STATUS
Completed in 2009

San Marino Apartments is located in the City of Montclair. This 84 unit affordable senior housing development is part of Montclair's redevelopment initiative with supplemental funding from HUD and tax credits. The project is 3 stories of Type V construction and utilizes surface parking for cost efficiency. Integrated into the development are recreational facilities, a leasing office, and areas dedicated to on-site senior programs.



ACMARTIN

Los Angeles Office

444 S. Flower Street, Suite 1220
Los Angeles, CA 90071
213.683.1900

Pleasanton Office

4750 Willow Road, Suite 250
Pleasanton, CA 94588
925.648.8800

Roseville Office

3009 Douglas Boulevard, Suite 290
Roseville, CA 95661
916.772.1800

LFA Bio and Firm Profile

Labib Funk + Associates (LFA) is Headquartered in El Segundo, with offices in South Pasadena and Irvine, and has effectively produced and managed the structural design of projects from concept design through construction since 2003. LFA focuses on structural, shoring, civil, and EBM services and has experience in the design of new structures, renovation of existing structures, and excavation shoring. LFA works closely with clients during the development, design, and construction phases to provide a high quality of service. By offering vertically integrated Structural, Civil, Shoring, and EBM services, LFA can simplify the design and coordination process, providing services efficiently for any one discipline, or all four.

Labib Funk + Associates offers a wide array of civil engineering services including Grading and Drainage, Storm Water Management, Utility Infrastructure Design, Dry Utility Consulting, and Land Use and Master Planning. With communication, design excellence and creativity, we take care of our clients and their projects and guide them through complex approval processes and demanding construction schedules. Our civil experience includes Commercial, Mixed-use and Multifamily developments, Institutional projects, Single Family Homes, Streetscape and Infrastructure projects of all shapes and sizes for private and public agencies alike.

Additional highlights about LFA:

1. Experience with the plan checking process in many jurisdictions and a strong working relationship with the plan reviewers and the inspectors in the field.
2. Staff of 70+ engineers and drafters have the manpower to dedicate resources to properly complete the structural design for projects on schedule and provide the required quality service and attention.
3. The principals of LFA are personally involved and actively manage each project throughout the development, design, and construction process.
4. Provides appropriate and efficient structural design that complements the architectural design.
5. Utilizes BIM (Revit) and CAD technology for the preparation of the structural documents.
6. 90% of LFA projects are from repeat clients.
7. LFA always works closely with contractors for the success of the project.

319 Main Street
El Segundo, California 90245
(213) 239 9700
info@labibfunk.com | www.labibfunk.com

Affordable Housing Experience

1829 Hancock St, Los Angeles, CA (The Brine)

New affordable housing development with 3 buildings including:

a) Building 1 – Mixed-use building with 97 units and 4 levels of Type V residential construction totaling approximately 81,000 SF over 1 level of Type I retail space totaling approximately 34,400 SF.
b) Building 2 – New 2 level Type V medical office space totaling approximately 11,600 SF (shell and core only).
c) Building 3 – New building with 1 level of Type V Medical space totaling approximately 18,300 SF over 2 levels of above-grade parking totaling approximately 55,000 SF (shell & core only).

Lot 10, Sahuayo Street, Lancaster, CA (Imagine Village)

The affordable housing building includes 3 stories with approx. 78,000 sf (75,500 sf for 75 units and 2,500 sf for offices/community/common areas)

a) Addition of clubhouse building totaling approximately 1,200 SF.
b) ADA living unit upgrades:
   - Renovation of 4 two-bedroom units in Building A totaling approximately 3,300 SF.
   - Renovation of 2 three-bedroom units in Building B totaling approximately 1,100 SF.

14104 Van Nuys Blvd, Arleta, CA (Arleta Park Apartments)

a) Addition of clubhouse building totaling approximately 1,200 SF.
c) ADA living unit upgrades:
   - Renovation of 4 two-bedroom units in Building A totaling approximately 3,300 SF.
   - Renovation of 2 three-bedroom units in Building B totaling approximately 1,100 SF.

14201 Nordhoff Street, Panorama City (Woodman Nordhoff Apartments)

a) Demolition of existing clubhouse (approximately 880 SF) and addition of clubhouse building totaling approximately 2,100 SF.
b) ADA living unit upgrades:
   - Renovation of 2 1-bedroom units in Building E totaling approximately 1,300 SF.
   - Renovation of 12 2-bedroom units in Building F totaling approximately 9,900 SF.
   - Renovation of 4 1-bedroom units in Building G totaling approximately 2,600 SF.
   - Renovation of 6 2-bedroom units in Building H totaling approximately 4,900 SF.

319 Main Street
El Segundo, California 90245
(213) 239 9700
info@labibfunk.com | www.labibfunk.com

Frank LaRocca, P.E.
Principal

As a Principal with Labib Funk & Associates, Mr. LaRocca is responsible for business development, client contact, establishment of fees and schedules, supervision of engineering and drafting personnel, project design and production, overall project coordination and construction administration. Mr. LaRocca has over 15 years of experience as a civil engineer. He focuses on communicating with the client and design team to bring creative solutions to the ever-changing requirements handed down by the local permitting agencies. This design approach has proven very successful, especially in the area of storm water treatment where the project's aesthetics and space limitations are tested.



Education
Pennsylvania State University
BS, Civil Engineering

Professional Licenses
Professional Engineer: CA (C75121)

Professional Organizations
American Society of Civil Engineers

Relevant Project Experience

Commercial/Retail

- 3211 S La Cienega, Los Angeles, CA
- 500 Mateo St, Los Angeles, CA
- SteelCraft - Garden Grove
- SteelCraft - Bellflower, CA
- 3922 Park Blvd, Sand Diego, CA
- 330-332 N. Patton St, Los Angeles, CA
- 900 S Vermont, Los Angeles, CA
- Beach Club Addition, Santa Monica, CA
- Paper Moon Building, Culver City, CA
- Manhattan Village Shopping Center, Manhattan Beach, CA*
- Downtown Los Angeles Toyota, Los Angeles, CA*
- Glendale Galleria Site and Street Improvements, Glendale, CA*
- City Place Shopping Center, Long Beach, CA*
- West Hills Corporate Center Café and Parking Structure, West Hills, CA*
- Sunset Vine Tower and Retail Addition, Hollywood, CA*
- Grand and Kansas Office/Retail, El Segundo, CA*
- San Francisco City Center, San Francisco, CA*
- Marriott Spring Hill Suites, El Segundo, CA*

Entertainment/Sports

- Los Angeles Memorial Coliseum, Los Angeles, CA*
- Los Angeles Lakers Headquarters, El Segundo, CA*

319 Main Street
El Segundo, California 90245
(213) 239 9700
info@labibfunk.com | www.labibfunk.com

- NBC Universal Commissary and Corner Store, Hollywood, CA*
- The Film Archive & Preservation Center, Santa Clarita, CA*
- Los Angeles Valley College –Athletic Facility, Valley Glen, CA*
- Weingart-Lakewood YMCA, Lakewood, CA*

Office/Mixed-Use

- 777 Aviation, El Segundo, CA*
- 2121 Park Place Office Building, EL Segundo, CA*
- Snapchat, Venice, CA*

Transportation/Infrastructure/Streetscape

- USC Childs Way, Downey Way and McClintock Avenue Utility Infrastructure Upgrades, Los Angeles, CA*
- Boeing Autonetics Monument, Anaheim, CA*
- USC Childs Way, Town and Gown, and Archimedes Plaza Hardscape Improvements, Los Angeles, CA*
- Pacific Avenue Storm Drain Relocation, Los Angeles, CA*
- Sherman Way Concept Plan, Los Angeles, CA*

Government/Civic

- Campus Kilpatrick, Malibu, CA*
- VA West LA Veteran's Home, Westwood, CA*
- VA West LA Streetlight Retrofit, Westwood, CA*
- USDA APHIS Facility, El Segundo, CA*
- International Brotherhood of Electrical Workers – Local 18, Los Angeles, CA*
- Calabasas Civic Center, Library and City Hall, Calabasas, CA*
- The Mother's Club Community Center, Pasadena, CA*

Education

- The Buckley School, Sherman Oaks, CA*
- St. Paul the Apostle Parish, Los Angeles, CA*
- Mirman School, Los Angeles, CA*
- The Oaks School, Los Angeles, CA*
- Harvey Mudd College Teaching and Learning Center, Claremont, CA*
- LMU William H. Hannon Library (LEED Gold), Los Angeles, CA*
- USC Fertitta Hall, Los Angeles, CA*
- USC Caruso Catholic Center, Los Angeles, CA *
- USC Michelson Center for Convergent Bioscience, Los Angeles, CA*
- Pomona College - Richard C. Seaver Biology Building (LEED Silver) *

*indicates project experience with previous firm

319 Main Street
El Segundo, California 90245
(213) 239 9700
info@labibfunk.com | www.labibfunk.com

Kyle Prouty
Civil Project Manager



As a project manager with Labib Funk + Associates, Mr. Prouty is responsible for project design and production, overall project coordination and civil related permitting, supervision of engineering and drafting personnel, and construction administration.The design responsibilities range from stormwater best management practices, grading, and utilities. Mr. Prouty has over 8 years of experience as a civil engineer and has been with Labib Funk + Associates for over three years. He has worked with multiple Cities and Agencies to find creative solutions to be able to accommodate and adhere to different agencies requirements. Mr. Proutys experience includes various project types such as residential, commercial, mixed-use, stormwater schools, theme parks and other public facility projects.

Education

California State Long Beach, B.S. Civil Engineering

Professional Organizations

American Society of Civil Engineers

Relevant Project Experience

Office/Mixed-Use

- 4204 Glencoe , Marina Del Rey, CA
- 2528 S Grand Ave, Los Angeles, CA
- Adams & Grand, Los Angeles, CA
- 5935 Pico, Los Angeles, CA

Commercial / Retail

- El Cortez Motel, Sherman Oaks, CA
- The Brine, Los Angeles, CA
- 806 West Adams , Los Angeles, CA
- Valley View Motel, Joshua Tree, CA
- Haven & Arrow, Rancho Cucomonga, CA
- 1630 4th Street, ADA Improvements, Ontario, CA*
- 420 W 17th Street, Santa Ana, CA
- Ayres Hotel ADA Improvements, Costa Mesa, CA*

Entertainment/Sports

- Disneyland Toy Story Parking Lot Expansion and Infiltration Basin, Anaheim, CA*

319 Main Street
El Segundo, California 90245
(213) 239 9700
info@labibfunk.com | www.labibfunk.com

- Disneyland Tropical Hideaway, Anaheim, CA*
- Disneyland It's a Small World ADA improvements, Anaheim, CA*
- Universal Studios Super Nintendo Land, Hollywood, CA*
- Hilton Waikoloa Village Saltwater Recirculation System, Waikoloa, HI*
- Universal Studios Jurassic World Queuing area, Hollywood, CA*

Stormwater Infrastructure and Hydrologic Studies

- Vista Canyon, Santa Clara River soil cement slope stabilization*
- Riverbend, Soil cement slope stabilization*
- San Juan Creek watershed stream monitoring*
- Spring Mountain water shed mapping*
- Mountain House master drainage plan and creek restoration*
- 4600 Virginia Road, Stormwater Capture and Use Design, Long Beach, CA

Institutional Development

- Saddleback College Math and Science Building, Mission Viejo, CA
- US Postal Service HUB, Long Beach, CA*
- Crean Lutheran High School, Irvine, CA*
- Margaret L. Sellers US Postal Service , San Diego, CA*

*indicates project experience with previous firm

319 Main Street
El Segundo, California 90245
(213) 239 9700
info@labibfunk.com | www.labibfunk.com

Gabrielle Torres
Civil Project Engineer



As a project engineer with Labib Funk & Associates, Ms. Torres is responsible for project design and production, overall project coordination and civil related permitting, supervision of engineering and drafting personnel, and construction administration. The design responsibilities range from stormwater best management practices, grading, earthwork, and utilities.

Education

California State Long Beach, B.S. Civil Engineering

Relevant Project Experience

Office/Mixed-Use

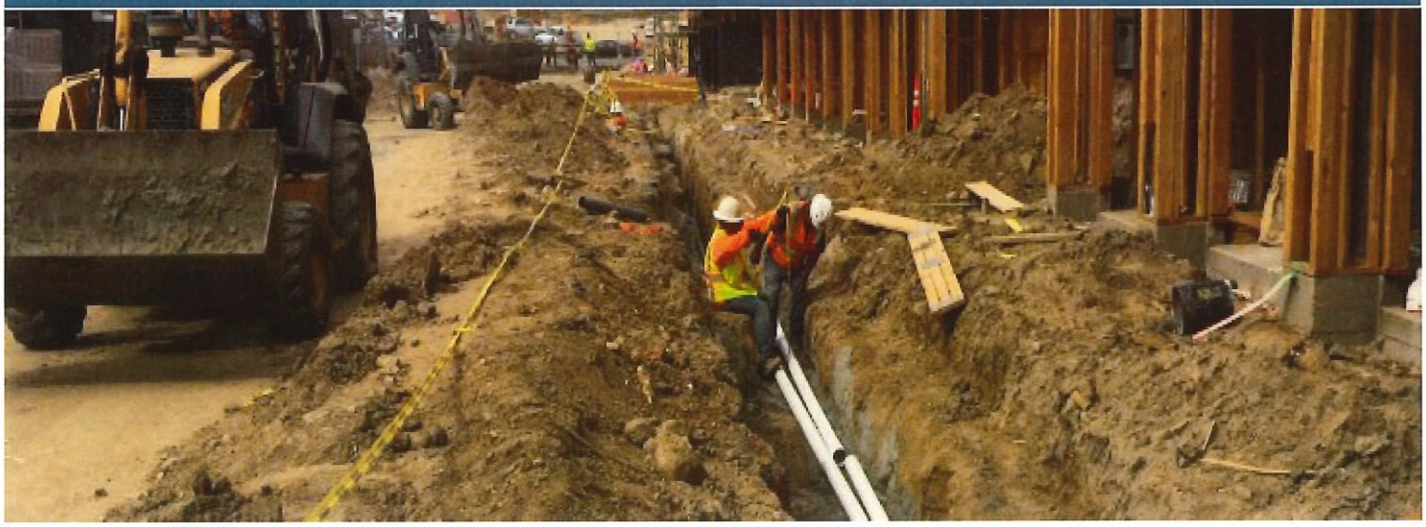
- 4204 Glencoe , Marina Del Rey, CA
- 2528 S Grand Ave, Los Angeles, CA
- Adams & Grand, Los Angeles, CA
- 5935 Pico, Los Angeles, CA

Commercial / Retail

- El Cortez Motel, Sherman Oaks, CA
- The Brine, Los Angeles, CA
- 806 West Adams , Los Angeles, CA
- Valley View Motel, Joshua Tree, CA
- Haven & Arrow, Rancho Cucomonga, CA
- 1630 4th Street, ADA Improvements, Ontario, CA*
- 420 W 17th Street, Santa Ana, CA
- Ayres Hotel ADA Improvements, Costa Mesa, CA*

319 Main Street
El Segundo, California 90245
(213) 239 9700
info@labibfunk.com | www.labibfunk.com

DRY UTILITIES



The Dry Utility Division at **Murow Development Consultants** provides our clients with dedicated service to ensure timely Dry Utility components of their project.

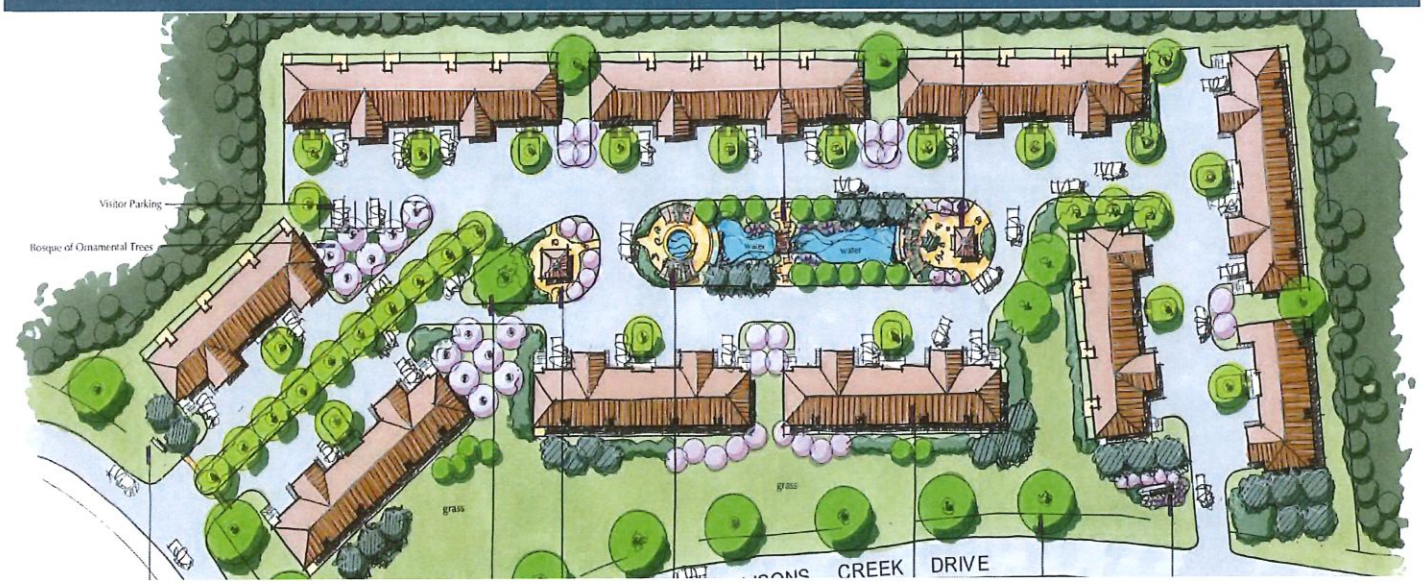
Our division is "design based" with vast knowledge of power distribution, design and agency-specific standards. This helps our team provide real-time design scenarios to assist our clients and utility agencies to complete time sensitive tasks. The Dry Utilities is a critical path in land development which is often overlooked and can lead to costly delays. Our team has built meaningful relationships with agency planners and engineers to help expedite the process. With the continued growth of new development, our team has streamlined the process to maximum success. Our team coordinates multiple project types in multiple jurisdictions including mixed-use and commercial development, tract planning, master planned communities, and substation coordination.

Our Services Include:

- Assistance with New Installations
- Utility Availability and Conflict Reporting
- Constructability Analysis and Reviews
- Cost Analysis / Estimating
- Facility Removals
- Overhead Relocation
- Overhead to Underground Conversion
- Indoor Transformer Room Design and Coordination
- Temporary Power Coordination
- Substation Coordination
- Permit Expediting
- Coordination of Plans, Contracts and Easements
- Existing Utility Exhibits
- Utility Composite Exhibits
- Applicant Design

To learn more with regards to these services, please contact Kip Armstrong, Manager of Dry Utilities, at 949.293.2818 or by email at karmstrong@murowcm.com.

COST ESTIMATING



At **Murow Development Consultants** we understand the details that exist in land deals, which can make or break the project if not understood and properly documented. We work for land developers, builders, equity partners and municipalities. Whether on the buy side or the sell side, we offer a third-party objective opinion of cost that is supported through our internal expertise, experience and sheer volume of cost estimates prepared in any given year. Our detailed land development cost estimates can take your project from a site plan to an approved map to engineered drawings that can be as detailed as a finished lot cost estimate to a blue top cost estimate.

Murow Development Consultants uncover potential "surprises" through our diligent efforts in reviewing all methodologies, working conditions, and documents of each land transaction. Our Budgets and Cost Estimating Services mirror that attention to detail, offering your project accurate and customized results by way of the following:

- Land Development Cost Estimating and Constructability Review
- Dry Utility Cost Estimates
- Earthwork and Grading Analysis
- Detailed Fee Analysis

By being a "contractor" based consultant, our clients fully benefit from our strong understanding of constructability and unit pricing by way of the following:

- **Experience:** We leverage our internal General Engineering Contractor background to "crew up" projects as if we are bidding and constructing the improvements.
- **Unit Price Database:** In any given year, we administrate over $100M in land development purchasing. This allows us to be current and up to date with unit pricing for all areas of land development.
- **Relationships with Contractors:** We have some of the best relationships in the industry and when needed, we rely on these resources to support our unit pricing.

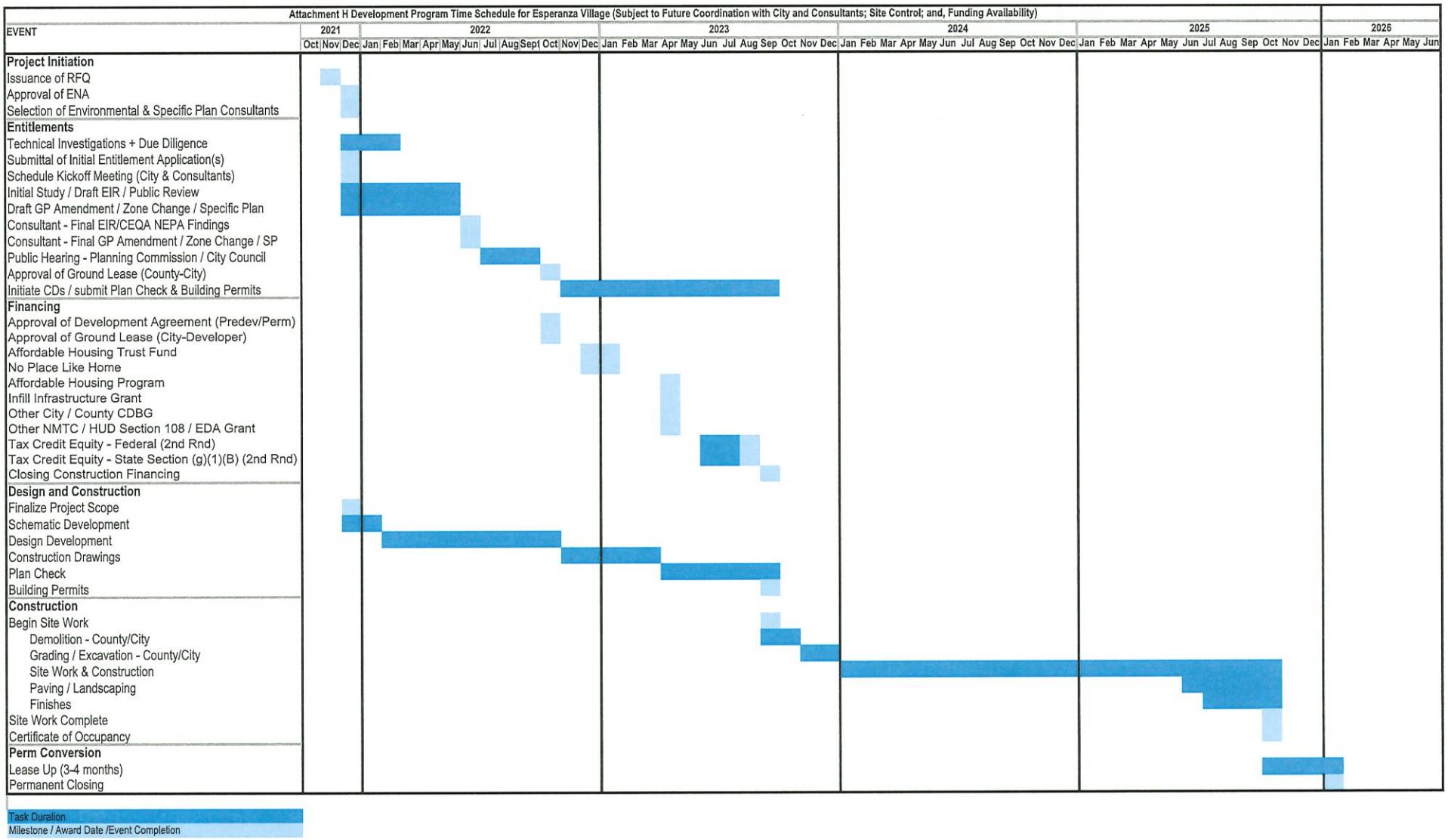
Utilizing our contractor-based experience, we are able to use alternative approaches that are critical to the success of a project. **Murow Development Consultants** offer the needed validation that landowners, home builders, developers, and financial institutions seek to secure the financial confidence in developing a solid budget that will hold up to the toughest scrutiny.

To learn more with regards to these services, please contact Noel Smith, Manager of Budgets & Cost Estimates, at 949.336.4837 or by email at nsmith@murowcm.com.

Attachment "G" Development Program Overview

Building No.	BLDG 1	BLDG 2	BLDG 3	BLDG 4 - Levels 3 & 4	BLDG 4 - Levels 1 & 2	
Building Use	Housing	Housing	Housing	Mixed Use	Mixed Use	Total / Average
Target Population	Family / Special Needs	Family / Special Needs	Senior / PSH	Special Needs / PSH	Health Amenities	
Existing Parcel (s)	8549-004-900 8549-005-900	8549-004-900 8549-005-900	8549-004-900 8549-005-900	8549-005-900	8549-005-900	
Existing Lot (s)	5, 6, 7, 8 & 9	5, 6, 7, 8 & 9	5, 6, 7, 8 & 9	5, 6, 7, 8 & 9	5, 6, 7, 8 & 9	
Proposed Acreage	1.29	1.38	1.60	1.84		6.11
Proposed Residential Unit Density Per Acre	77.57	72.33	113.25	5.45		64.04
Proposed Average Affordability	38.8% AMI	38.8% AMI	38.4% AMI	30.0% AMI		38.4% AMI
Proposed % of Total Units - Special Needs	Up to 49%	Up to 49%	Up to 30%	100%	NA	Up to 42%
Proposed Unit Mix Detail						
0-Bedroom	25	25	89			139
1-Bedroom	24	24	91			139
2-Bedroom	25	25	1			51
3-Bedroom	26	26				52
4-Bedroom				10		10
	100	100	181	10		391
Proposed Parking						
Parking Stalls Per Unit	1.61	1.61	0.57	1.10	NA	1.43
Total Parking Stalls	161	161	104	11	121	558
Sources						
(in millions)						
Deferred Dev Fee	$1,300,000	$1,300,000	$1,300,000			$3,900,000
Capital Contribution	$3,689,262	$3,689,262	$5,959,762			$13,338,286
Affordable Housing Program	$1,500,000	$1,500,000	$1,500,000			$4,500,000
Permanent Loan	$5,721,000	$5,721,000	$6,516,000			$17,958,000
Tax Credit Equity - Federal	$25,792,494	$25,792,494	$34,069,216			$85,654,204
Tax Credit Equity - State Section (g)(1)(B)	$32,371	$32,371	$5,170,426			$5,235,168
Affordable Housing Trust Fund	$5,000,000	$5,000,000	$5,000,000			$15,000,000
No Place Like Home	$5,000,000	$5,000,000	$5,000,000			$15,000,000
Transit Oriented Development	$0	$0	$0			$0
Multifamily Housing Program	$0	$0	$0			$0
Infill Infrastructure Grant	$7,500,000	$7,500,000	$7,500,000			$22,500,000
Capitalized Ground Lease / Land Loan	$1,500,000	$1,500,000	$3,000,000	$500,000	$500,000	$7,000,000
Other City Funds	$1,500,000	$1,500,000	$3,000,000			$6,000,000
Housing for Healthy California	$0	$0	$0			$0
Other City / County CDBG	$0	$0	$0	$5,250,000		$5,250,000
Other NMTC / HUD Section 108 / EDA Grant	$0	$0	$0		$9,750,000	$9,750,000
Total Sources	$58,535,127	$58,535,127	$78,015,405	$5,750,000	$10,250,000	$ 211,085,658
Uses						
(in millions)						
Capitalized Ground Lease / Other Acq Costs	$1,550,000	$1,550,000	$3,050,000	500,000	500,000	$7,150,000
Direct Costs	$40,458,448	$40,458,448	$55,324,835	4,000,000	8,000,000	$148,241,731
Indirect Costs	$13,193,796	$13,193,796	$15,538,306	750,000	750,000	$43,425,898
Financing Costs	$3,332,882	$3,332,882	$4,102,264	500,000	1,000,000	$12,268,028
Total Uses	$58,535,127	$58,535,127	$78,015,405	$5,750,000	$10,250,000	211,085,657
Per Unit Uses	$ 585,351	$ 585,351	$ 431,024	$ 575,000	NA	$ 513,646
Per Unit Uses Less Land	$ 569,851	$ 569,851	$ 414,174	$ 525,000	NA	$ 496,639

Proposed Timeline					
	2022 Goal	2022 Goal	2022 Goal	2022 Goal	2022 Goal
	CEQA / NEPA	CEQA / NEPA	CEQA / NEPA	CEQA / NEPA	CEQA / NEPA
	Specific Plan	Specific Plan	Specific Plan	Specific Plan	Specific Plan
	LACDA AHTF / NPLH / PBV	AHTF / NPLH / PBV	AHTF / NPLH / PBV	AHTF / NPLH / PBV	HUD Section 108
	2023 Goal	2023 Goal	2023 Goal	2023 Goal	2023 Goal
	4% TC + State	4% TC + State	4% TC + State		NMTC / EDA Grant
	California HCD Infill Infrastructure Program (IIG)	California HCD IIG	California HCD IIG		
	Close Const. Financing	Close Const. Financing	Close Const. Financing	Close Const. Financing	Close Const. Financing
	2024-2025 Goal	2024-2025 Goal	2024-2025 Goal	2024-2025 Goal	2024-2025 Goal
	Complete Construction	Complete Construction	Complete Construction	Complete Construction	Complete Construction
	Lease-Up	Lease-Up	Lease-Up	Lease-Up	Lease-Up


Attachment H Development Program Time Schedule for Esperanza Village (Subject to Future Coordination with City and Consultants; Site Control; and, Funding Availability)
EVENT
2021
2022
2023
2024
2025
2026
Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun
Project Initiation
Issuance of RFQ
Approval of ENA
Selection of Environmental & Specific Plan Consultants
Entitlements
Technical Investigations + Due Diligence
Submittal of Initial Entitlement Application(s)
Schedule Kickoff Meeting (City & Consultants)
Initial Study / Draft EIR / Public Review
Draft GP Amendment / Zone Change / Specific Plan
Consultant - Final EIR/CEQA NEPA Findings
Consultant - Final GP Amendment / Zone Change / SP
Public Hearing - Planning Commission / City Council
Approval of Ground Lease (County-City)
Initiate CDs / submit Plan Check & Building Permits
Financing
Approval of Development Agreement (Predev/Perm)
Approval of Ground Lease (City-Developer)
Affordable Housing Trust Fund
No Place Like Home
Affordable Housing Program
Infill Infrastructure Grant
Other City / County CDBG
Other NMTC / HUD Section 108 / EDA Grant
Tax Credit Equity - Federal (2nd Rnd)
Tax Credit Equity - State Section (g)(1)(B) (2nd Rnd)
Closing Construction Financing
Design and Construction
Finalize Project Scope
Schematic Development
Design Development
Construction Drawings
Plan Check
Building Permits
Construction
Begin Site Work
Demolition - County/City
Grading / Excavation - County/City
Site Work & Construction
Paving / Landscaping
Finishes
Site Work Complete
Certificate of Occupancy
Perm Conversion
Lease Up (3-4 months)
Permanent Closing
Task Duration
Milestone / Award Date /Event Completion

Esperanza Village

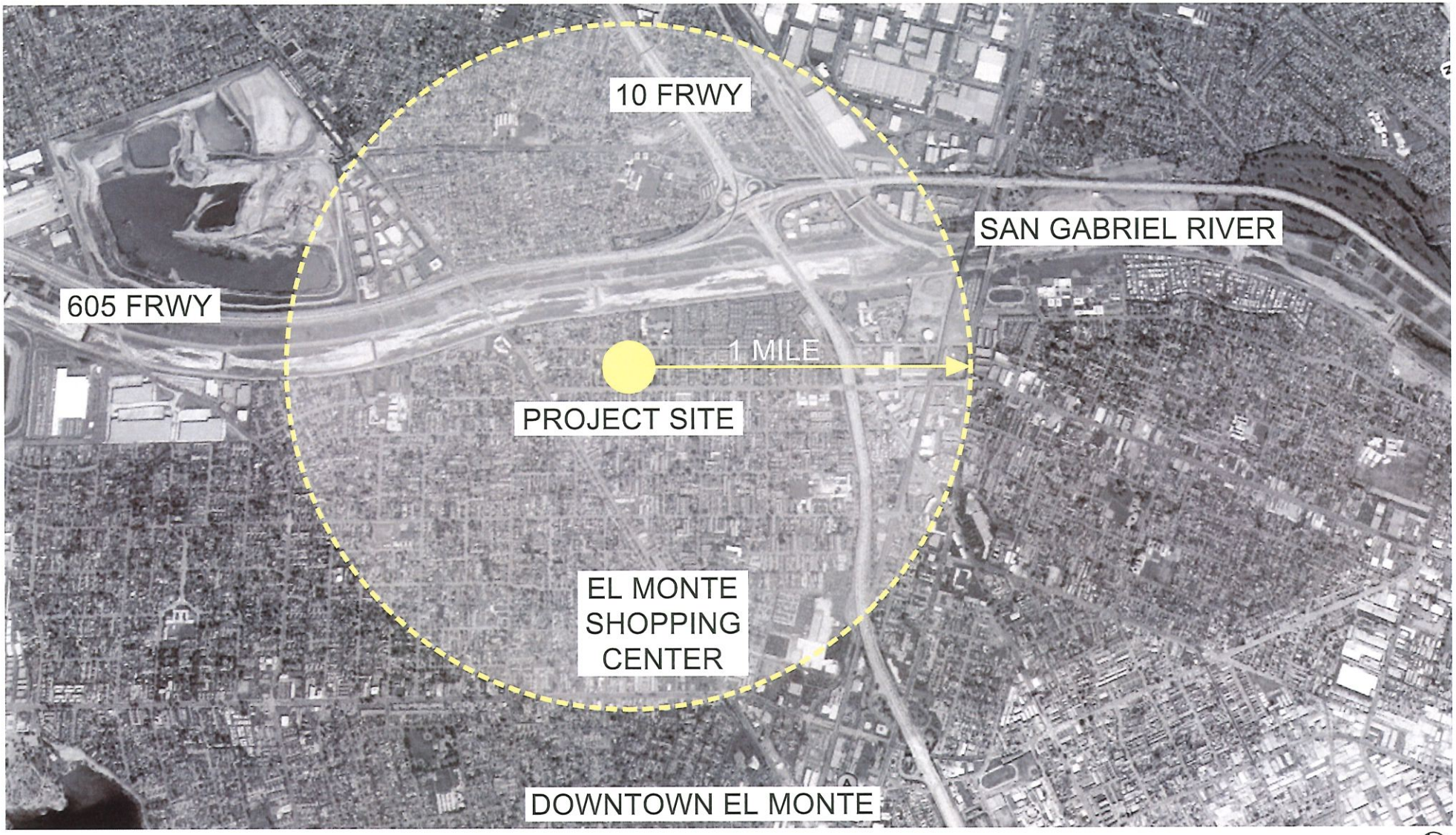
El Monte, CA

RFQ Response

Prima™ Development

Building Healthy Communities One Home at a Time

November 02, 2021

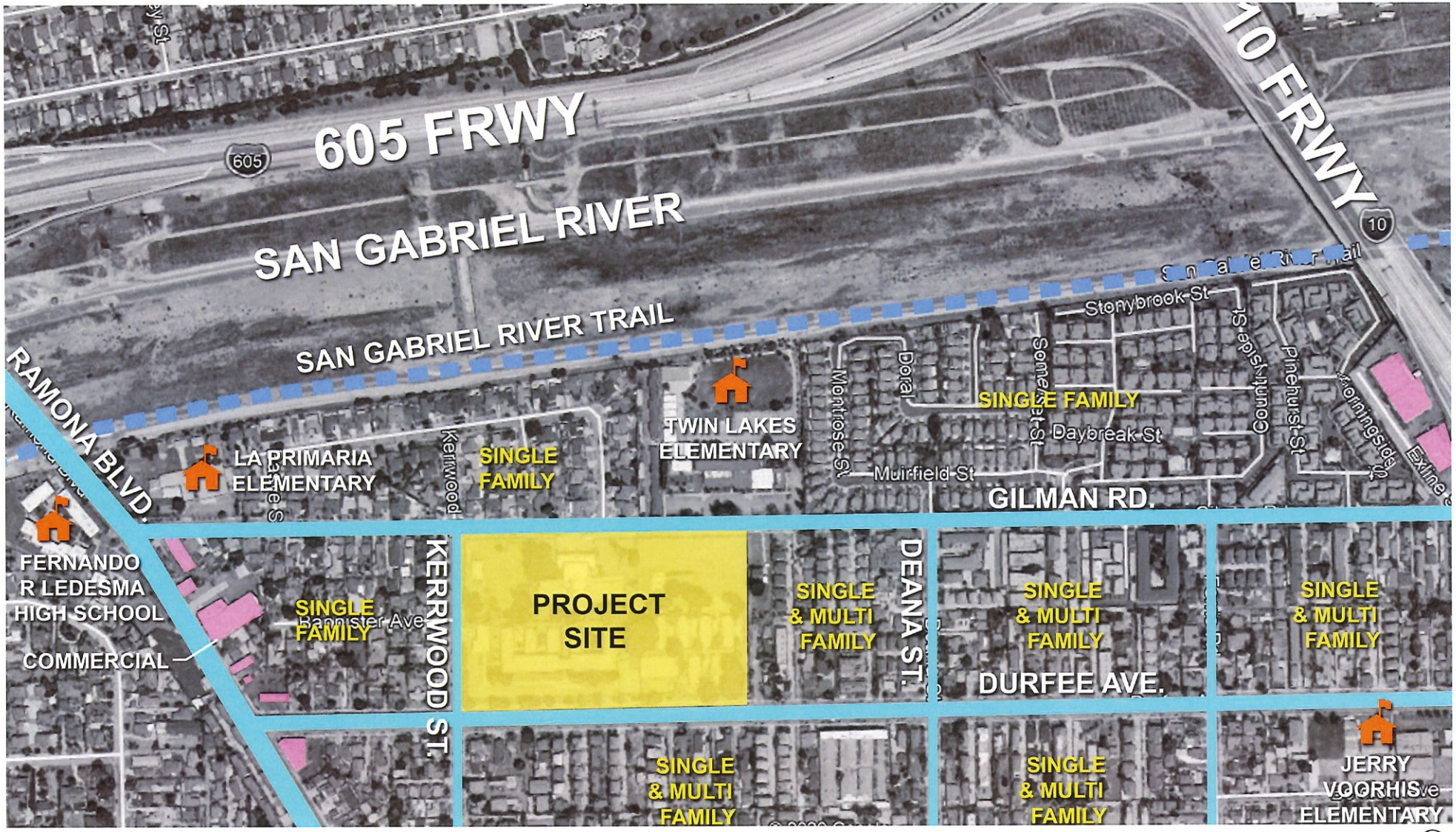


Prima™ Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA
PRIMA DEVELOPMENT November 02, 2021

VICINITY MAP
A-0



Prima Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

PRIMA DEVELOPMENT November 02, 2021

SITE CONTEXT

A-0.1

SITE CONNECTIONS



Prima Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

PRIMA DEVELOPMENT November 02, 2021

SITE CONNECTIONS

A-0.2

Project Detail

APN	8549-004-900	8549-005-900 (Lots 5,6,7,8,9)	
Lot Area	±600,880 sf (13.79 Acres)		
Existing Zone	Public Facilities		
Proposed Zone	Mixed / Multiuse (MMU)		
	MIN	MAX	PROPOSED
Gross Density	25 DU / Acre = 345 Units	35 DU / Acre = 483 Units	28.4 DU/Acre 391 Units
	MAX	PROPOSED	
Gross FAR for non residential Uses:	1.0 : 1 (600,880 sf)	0.060 : 1 36,168 Sf	
Gross FAR for Residential Uses:	No Limit	0.536 : 1 321,838 Sf	
Height	4 Stories, 50 ft	4 Stories, 55 ft	
Setbacks	REQUIRED		PROVIDED
Front	5 ft min, 15 ft Max		5 ft
Street Side	5 ft min, 15 ft Max		5 ft
Interior Side	5 ft min, 15 ft Max if abutting a residential zoned district		15 ft
Rear	10 ft Min for Residential No requirements for commercial 15 ft if abutting residential zoned district		10 ft

Private Open Space Required
1st Floor 150 sf/Unit

Upper Floor 100 sf/ Unit

Private Open Space Provided 80 sf/Unit

Common Open Space Required 79,400 SF
397 Units x 200 sf

Common Open Space Provided 28,348 SF

Building 1	Lobby + Amenity	3,170
	Roof Deck	1,835
Building 2	Lobby + Amenity	3,170
	Roof Deck	1,835
Building 3	Lobby + Amenity	2,920
	Podium Deck	12,480
Building 4	Roof Deck	2,938
	Total	28,348

FAMILY BUILDING (BUILDING 1 AND 2) 200 Units Units 322 Stalls (312 Parking Garage, 10 Surface)
(Affordable Family including Transitional Age Youth (TAY), Homeless, Low Income)

Unit Mix- Each Building

GSF / NET	S (475 sf) 447 sf	1B Corner (600 sf) 568 sf	2B (788 sf) 747 sf	2B (Manager) 747 sf	3B (1079 sf) 1,032 sf	3B (Manager) 1,032 sf	Total/ Level
Level 1	4	6	5	0	6	0	21
Level 2	7	6	7	0	7	0	27
Level 3	7	6	7	0	7	0	27
Level 4	7	6	5	1	5	1	25
Total	25	24	24	1	25	1	100

Parking Summary - Each Building + Overall for Both Buildings

	S	1B	2B	3B	2B+3B (Manager)	Guest	Total
Required El Monte Code (Parking Ratio)	1 sp/ low Income Housing		1 sp/ low Income Housing		2 sp/1,200 sf of GSF	10 % of Total Req Parking	
Required Parking Stalls	25	24	24	25	4	10	112
Provided Parking Ratio	1 sp	1 sp	2 sp	2 sp	2 sp	10 % of Total Req Parking	
Provided Parking Stalls	25	24	48	50	4	10	161
						Total Provided for Building 1 + 2	322

SENIOR BUILDING (BUILDING 3) 181 Units 104 Stalls (98 Garage, 6 Surface)
(Affordable Senior including Homeless and Low Income)

Unit Mix

GSF / NET	S (476 sf) 447 sf	1B (536 sf) 505 sf	1B Corner (600 sf) 568 sf	1B (600sf) (Manager) 568 sf	2B (954 sf) (Manager) 913 sf	Total /Level
Level 1	7	7	0	0	0	14
Level 2	28	24	4	0	0	56
Level 3	28	24	4	0	0	56
Level 4	26	24	3	1	1	55
Total	89	79	11	1	1	181

Parking Summary

	S	1B	1B (Manager)	2B (Manager)	Guest	Total
Required El Monte Code (Parking Ratio)	0.5 Sp/ Developments with 31 Units or More		2 sp/1,200 sf of Gross Floor Area		10 % of Total Req Parking	
Required/Provided Parking Stalls	45	45	2	2	10	104
					Surplus	0
					Grand Total Parking Provided	104

MIXED USE BUILDING (BUILDING 4)
4 stories x 18,000 sf 72,000 sf 132 Stalls (Surface Parking)

Program and Parking Summary

	Medical Office	Health edu & voc training	SN shared Hsg/Svc 10 Units	Total
Provided Area	25,000	5,000	30,000	
Required El Monte Code (Parking Ratio) Required / Provided	1 sp/250	1 sp/500	1 sp/DU + 10 % guest	
	100	10	11	121
			Surplus	11
			Grand Total Surface Parking Provided	132

FAR Tabulation

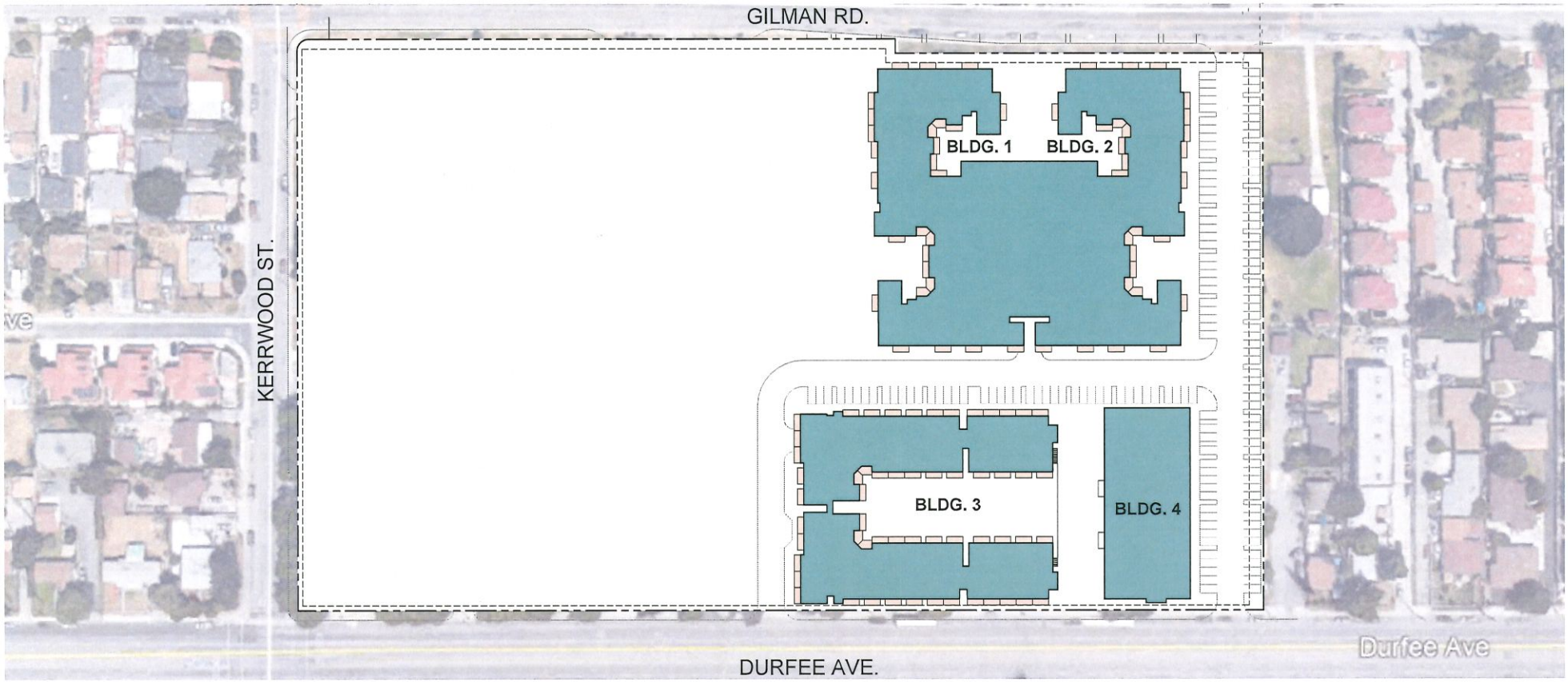
Residential FAR	First	2nd	3rd	4th	Total
Family (Building 1)	23,764	24,679	24,679	22,795	95,917
Family (Building 2)	23,764	24,678	24,678	22,829	95,949
Senior (Building 3)	12,657	34,058	34,058	34,058	114,831
Mixed Use (Building 4) - Levels 3 & 4			7,827	7,314	15,141
Total Residential FAR	60,185	83,415	91,242	86,996	**321,838**

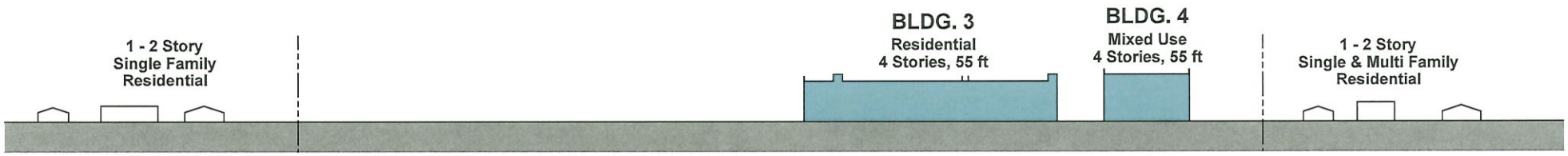
Non Residential FAR	First	2nd	3rd	4th	Total
Mixed Use (Building 4) Levels 1 & 2	18,084	18,084			36,168
Total Non Residential FAR	18,084	18,084	0	0	**36,168**

	GRAND TOTAL
Parking Required Grand Total	449
Parking Provided Grand Total	558

Prima Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900





Prima™ Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

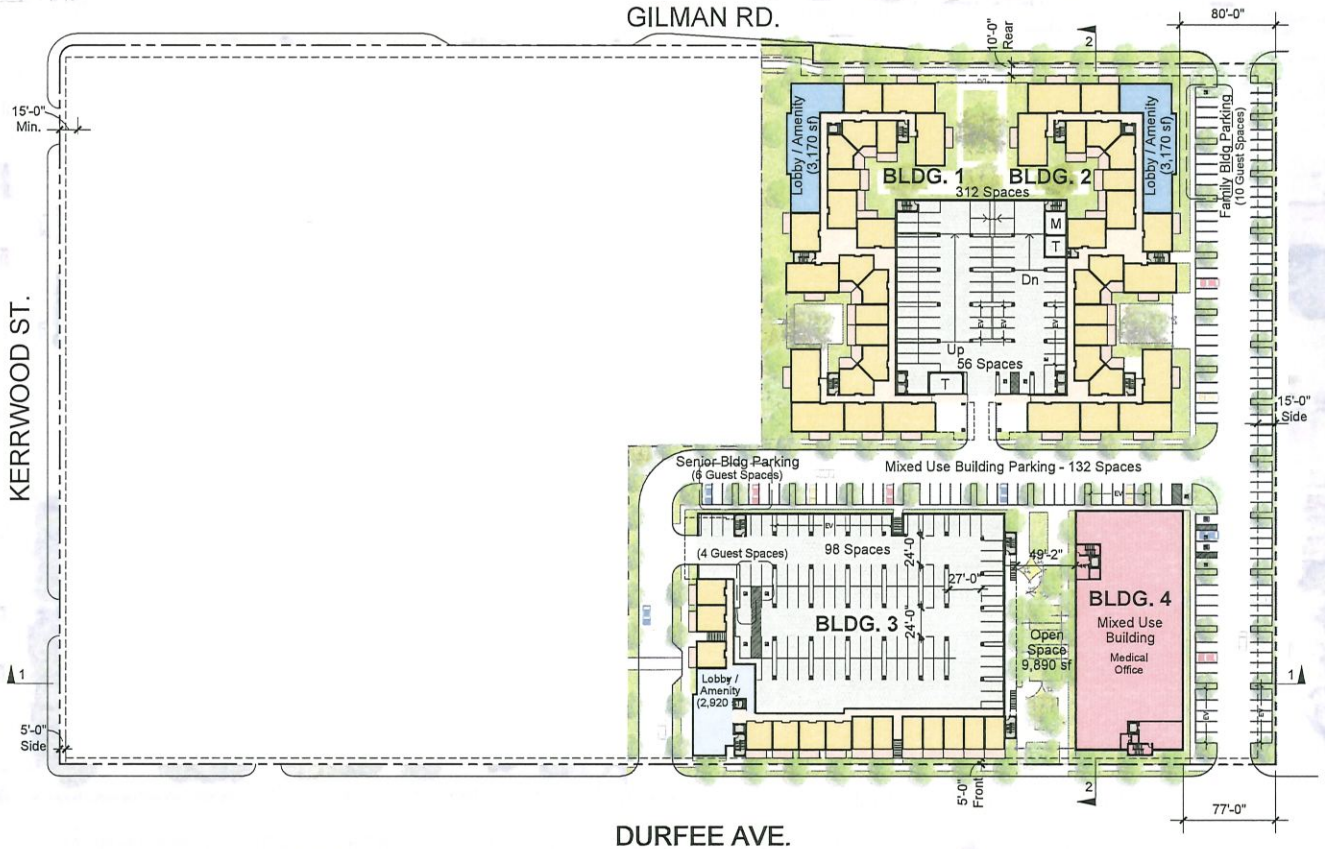
Esperanza Village El Monte, CA

PRIMA DEVELOPMENT November 02, 2021

N

HEIGHT DIAGRAM

A-2



Parking Provided = 558 Spaces

Bldgs 1 & 2 (Family) = 322 Spaces
(312 Spaces in Parking Structure and 10 Surface Parking)

Bldg 3 (Senior) = 104 Spaces
(98 Spaces in Parking Structure and 6 Surface Parking)

Building 4 (Mixed Use) = 132 Spaces
(Surface Parking)

Prima Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

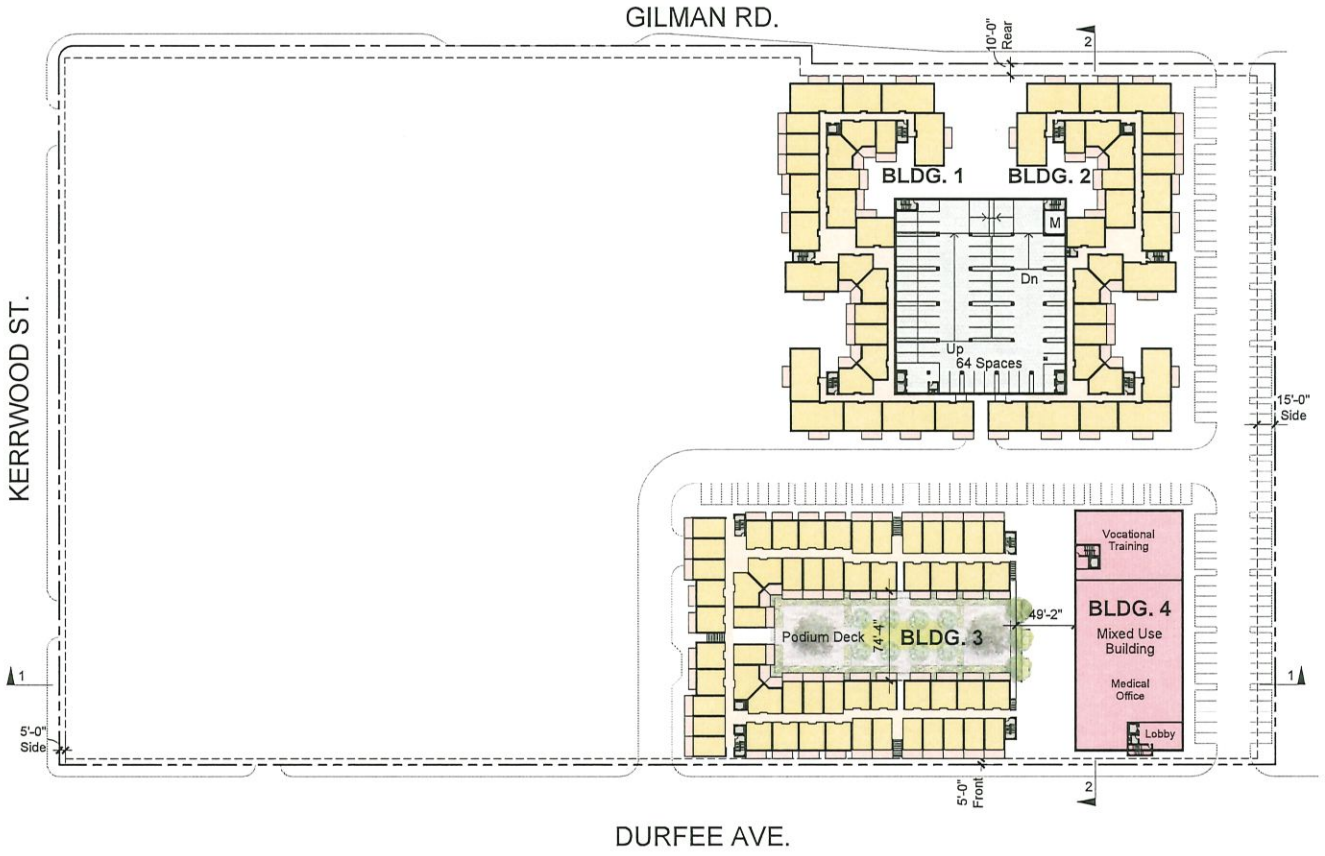
PRIMA DEVELOPMENT November 02, 2021

N

0 50' 100' 200' scale: 1" = 100'-0"

1ST LEVEL

A-3



Prima Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

PRIMA DEVELOPMENT November 02, 2021

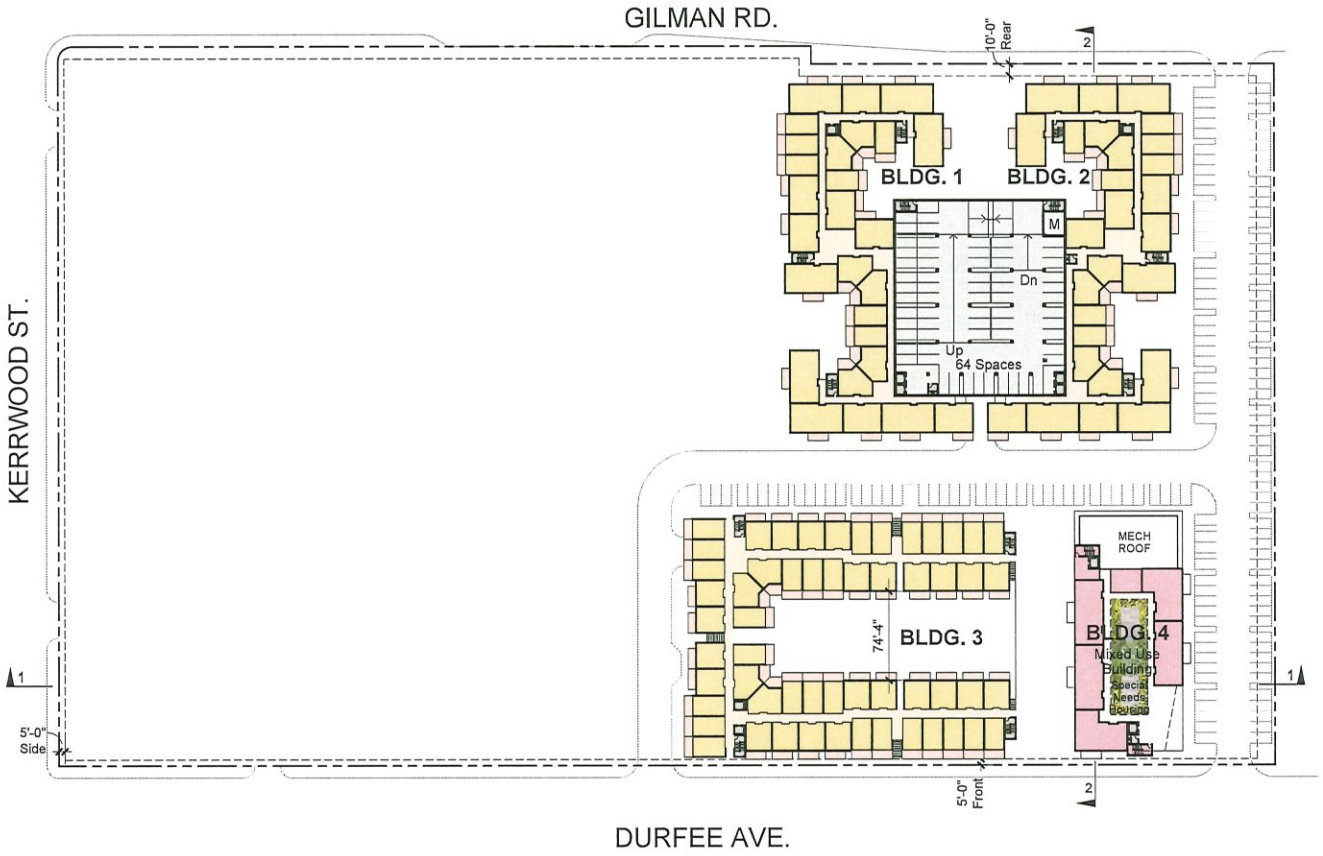
N

scale: 1" = 100'-0"

0 50' 100' 200'

2ND LEVEL

A-4



Prima Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

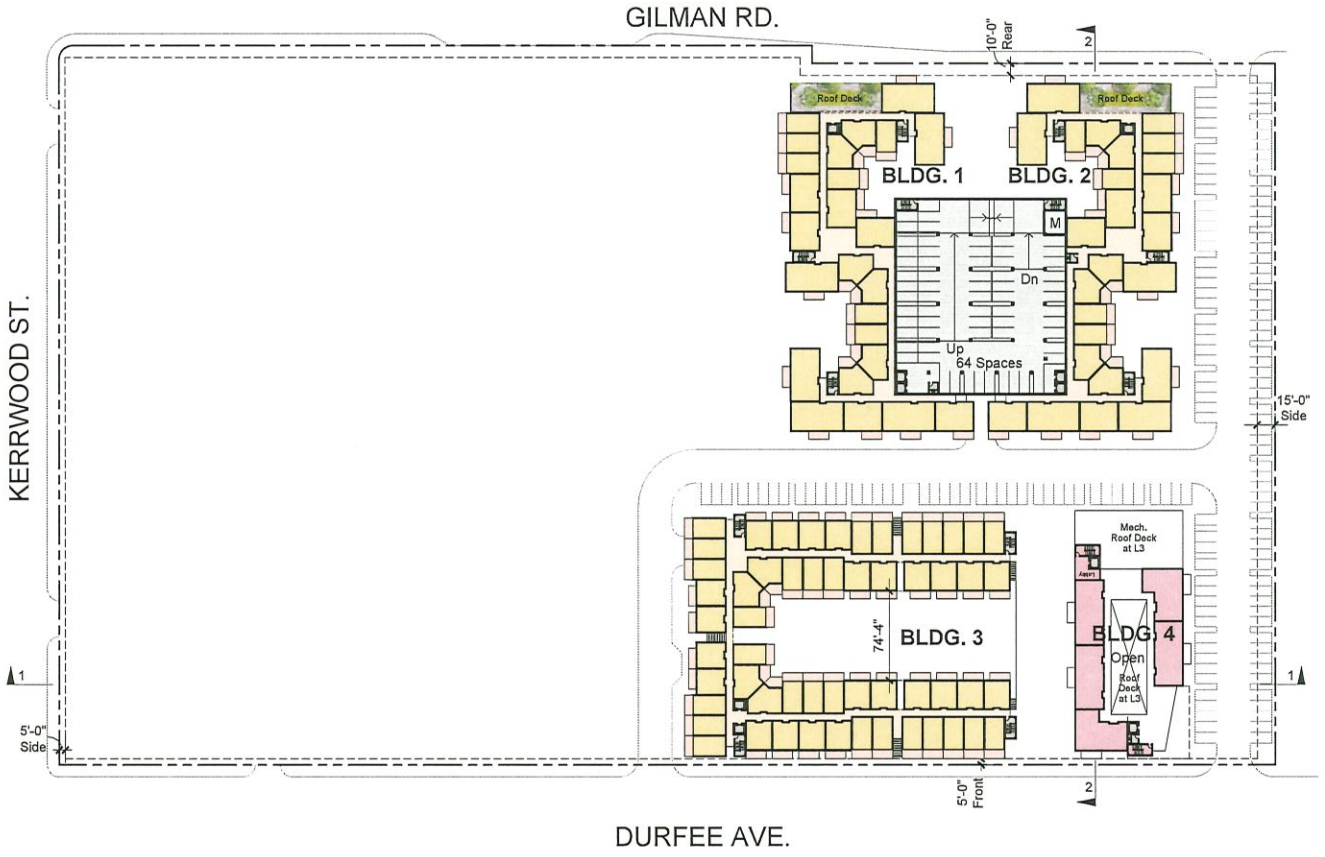
PRIMA DEVELOPMENT November 02, 2021

N

3RD LEVEL

0 50' 100' 200' scale: 1" = 100'-0"

A-5



Prima™ Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

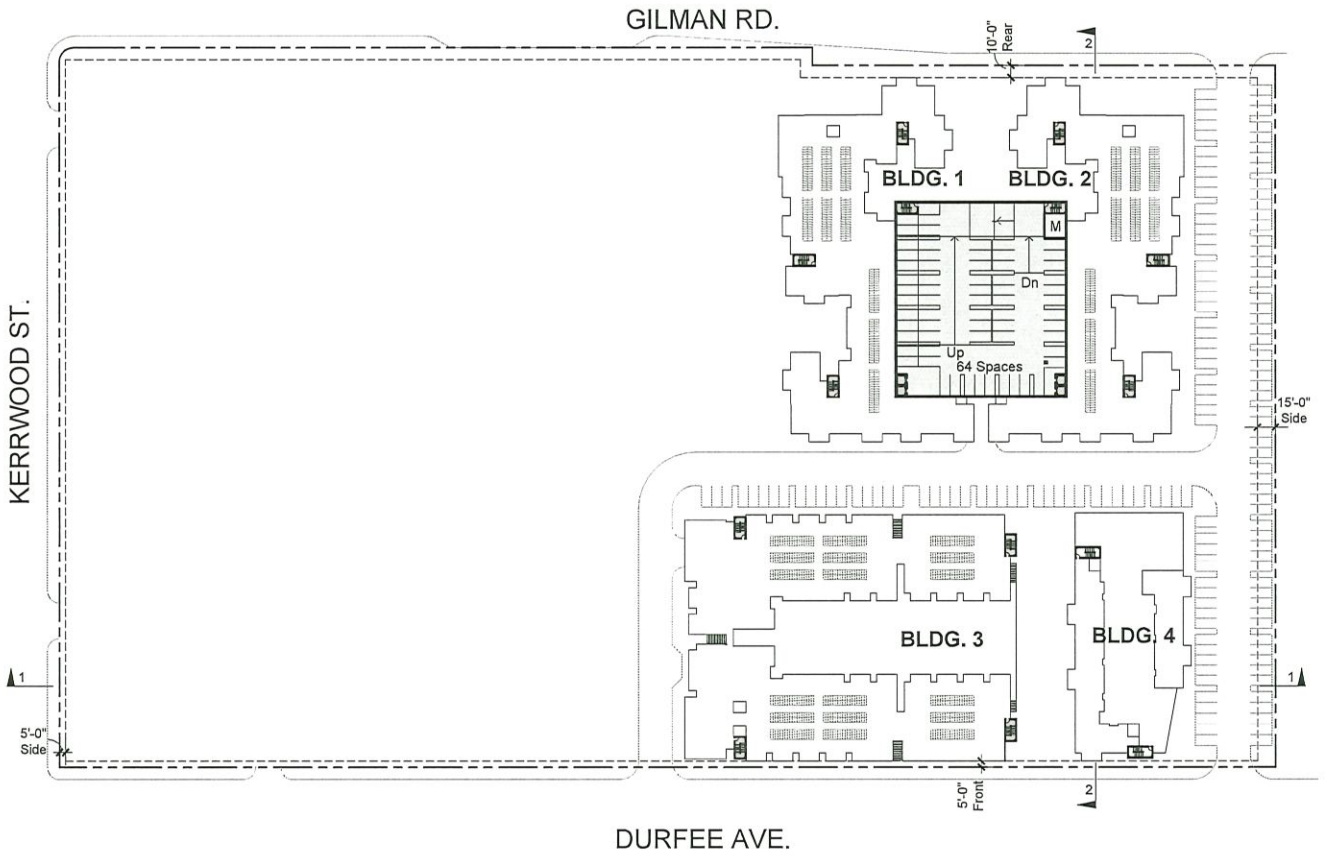
PRIMA DEVELOPMENT November 02, 2021

N

0 50' 100' 200' scale: 1" = 100'-0"

4TH LEVEL

A-6



Prima Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

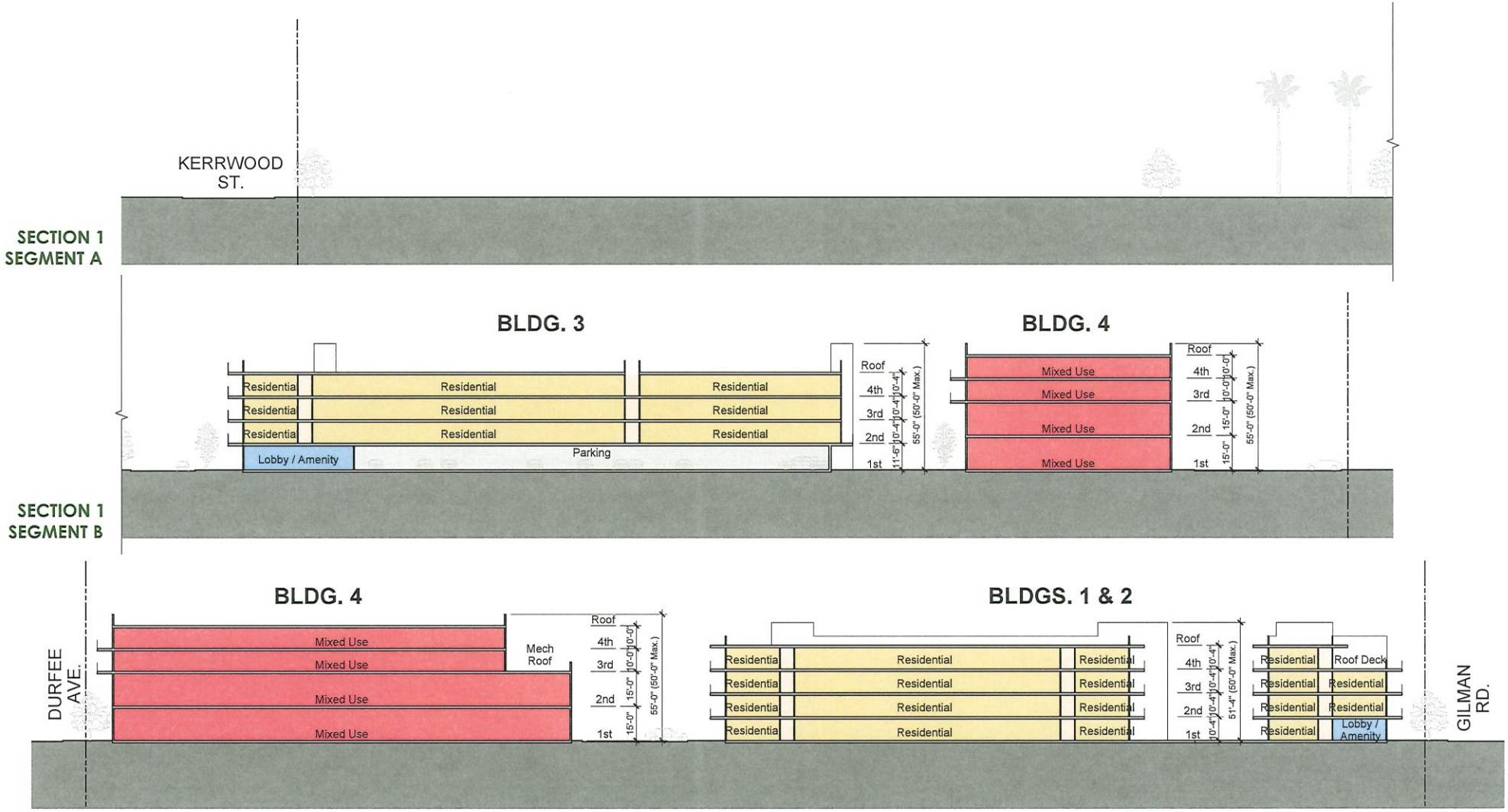
PRIMA DEVELOPMENT November 02, 2021

N

ROOF LEVEL

0 50' 100' 200' scale: 1" = 100'-0"

A-7



Prima Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

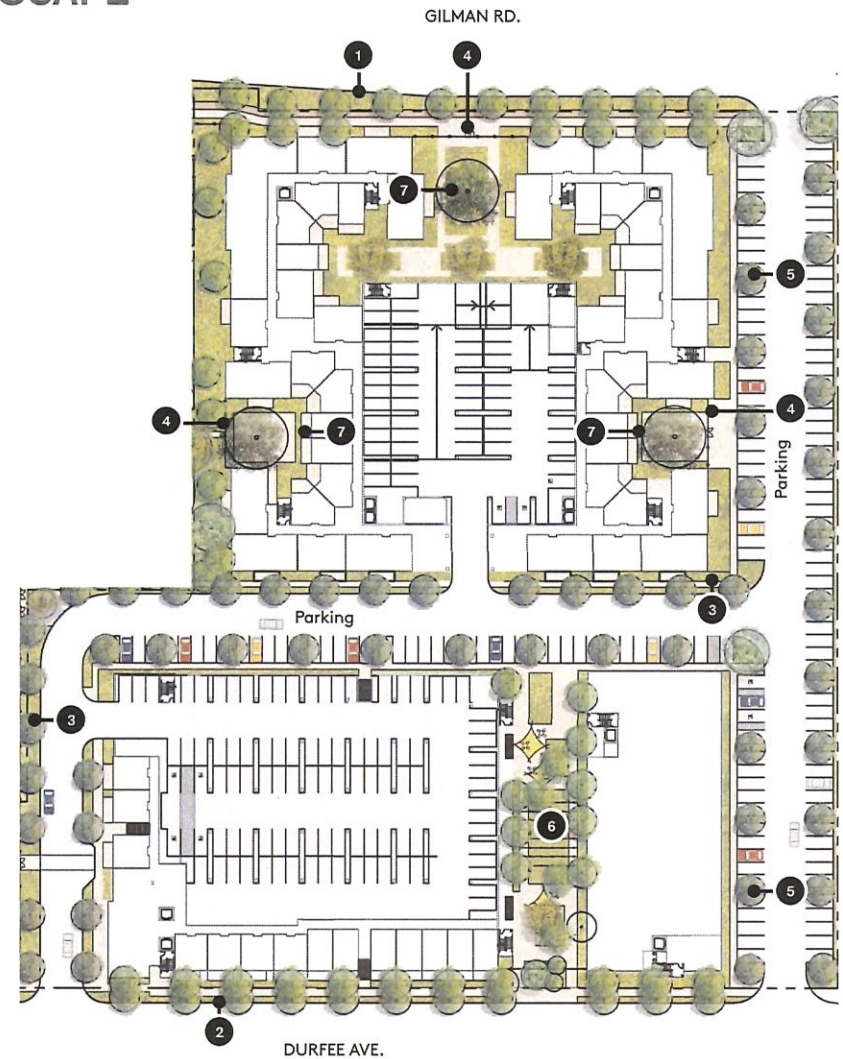
PRIMA DEVELOPMENT November 02, 2021

SECTIONS

0 20' 40' 80' scale: 1" = 40'-0"

A-8

RESIDENTIAL LANDSCAPE



KEYNOTES

1. Adjacent tree lined streetscape with parkway and bike lane.
2. Tree lined streetscape with parkway. Transit access and mobility opportunities.
3. Landscape buffer/Gardens
4. Fence enclosure with gate access
5. Parking lot shade trees
6. Residential serving amenity courtyard- flexible lawn, community garden, bbq pavilion, fire lounge, outdoor seating
7. Gated Courtyards

Prima™ Development
www.primadev.org

AC MARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

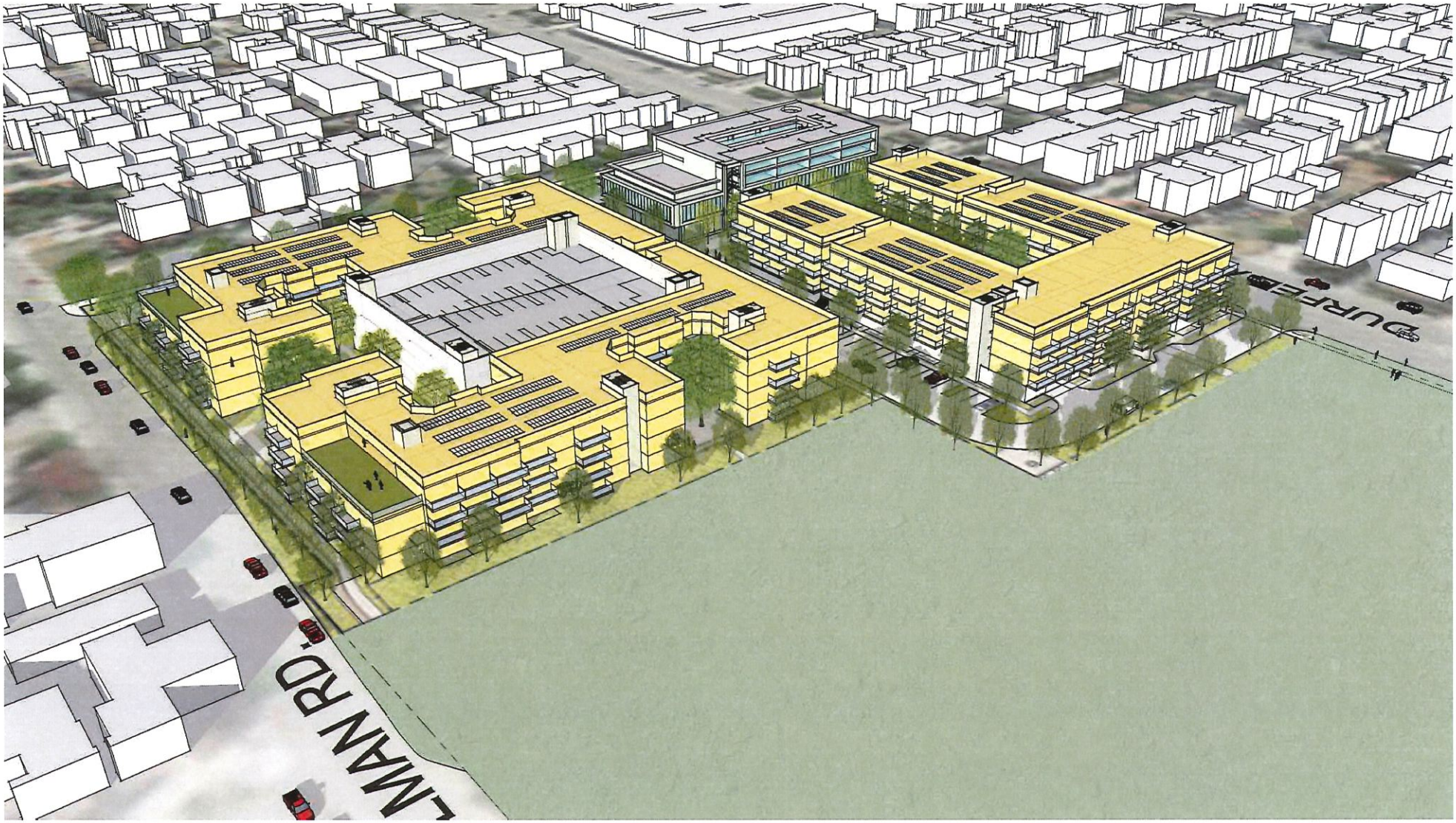
PRIMA DEVELOPMENT November 02, 2021

LANDSCAPE MASTERPLAN

N

0 40' 80' 160' scale: 1" = 80'-0"

A-9



Prima™ Development
www.primadev.org

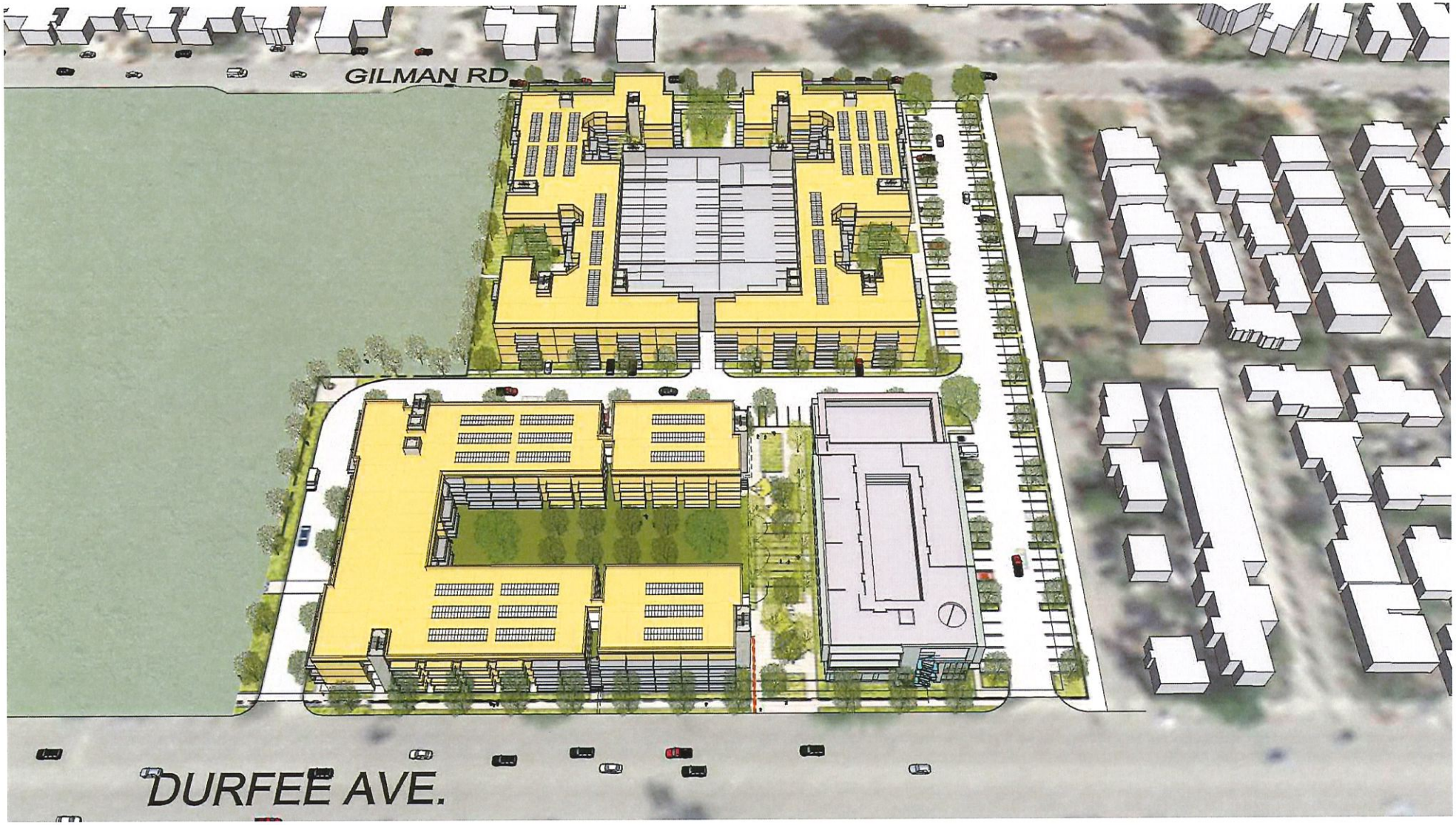
ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

PRIMA DEVELOPMENT November 02, 2021

MASSING 1

A-10



Prima Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

PRIMA DEVELOPMENT November 02, 2021

MASSING 2

A-11



Prima Development
www.primadev.org

ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213 683 1900

Esperanza Village El Monte, CA

PRIMA DEVELOPMENT November 02, 2021

MASSING 3

A-12

SPANISH MODERN













LANDSCAPE IMAGERY



Seating/ BBQ Areas



Firepits and community gathering



Layers of drought tolerant planting



Building base

Farmers & Merchants Bank®
California's Strongest, since 1907.

October 28, 2021

SENT VIA HAND DELIVERY

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

RE: Prima Financials

******* Confidential Business Record *******

Dear Ms. Donavanik:

This letter is to confirm that we have a banking relationship with Prima at Farmers and Merchants Bank of Long Beach. At close of business day on October 28, 2021, Prima has $1,045,000.00 available in its accounts.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Jessica M. Reyes
Assistant Vice President
Operations Support Manager

9001 Firestone Blvd.
Downey, CA 90241
Tel: 562 334 1836
Fax: 562 334 1837

I. Project Description

		Total
A. Land		
Land Area - Acres		1.29
Land Area - Square Feet (SF)		56,192
B. Building		
Supportive Housing Units	49.00%	49
Low Income Units	49.00%	49
Manager Units	2.00%	2
Total Units	100.00%	100
Residential Square Footage	100.00%	233,338
Commercial Square Footage	0.00%	-
Total Vertical Square Footage	100.00%	233,338
C. Parking		
Residential Stalls		161
Commercial Stalls		-
Total Stalls		161

II. Residential Description

	AMI	Total
A. Unit Mix		
0 BR / Special Needs	30%	25
0 BR Subtotal		25
1 BR / Special Needs	30%	24
1 BR Subtotal		24
2 BR	30%	3
2 BR	50%	21
2 BR	Manager	1
2 BR Subtotal		25
3 BR	30%	3
3 BR	50%	22
3 BR	Manager	1
3 BR Subtotal		26
Total Units		100

% of Total Restricted Units @ 30% AMI Supportive Houisng	49	50.00%
% of Total Restricted Units @ 30% AMI	6	6.12%
% of Total Restricted Units @ 40% AMI	-	0.00%
% of Total Restricted Units @ 50% AMI	43	43.88%
Income Averaging Test		38.8%

B. Restricted Income / Rent Mix	**AMI**	**Est. Annual Income**	**Gross Monthly Rent**	**Net Monthly Rent**
0 BR / Special Needs	30%	$24,840	$621	$559
1 BR / Special Needs	30%	$26,600	$665	$595
2 BR	30%	$31,920	$798	$709
2 BR	50%	$53,200	$1,330	$1,241
3 BR	30%	$36,880	$922	$812
3 BR	50%	$61,440	$1,536	$1,426

III. Net Operating Income (NOI) / Cash Flow

				Total
A. Residential Component / Year 1 NOI				
Gross Tax Credit Rent				$1,083,012
Rental Subsidy				$586,812
Misc. Income				$6,060
Gross Income				$1,675,884
(Less) Vacancy	7.77%			($130,256)
Effective Gross Income				$1,545,628
(Less) Operating Expenses		$	(8,344)	($834,435)
(Less) Prop Txes / Assessments		$	(100)	($10,000)
(Less) Resident Services		$	(446)	($44,643)
(Less) LACDA Annual Monitoring Fee		$	(72)	($7,150)
(Less) Replacement Reserves		$	(500)	($50,000)
Total Operating Expenses		$	(9,462)	($946,228)
Stabilized Residential NOI				**$599,401**
(Less) Bond Admin / Trustee Fee				($10,401)
(Less) Debt Svc	Permanent Loan	$	(4,821)	($482,107)
(Less) Debt Svc	Multifamily Housing Program	$	-	$0
(Less) Total Other Fees	Partnership Fees			($15,000)
Cash Flow After Debt Svc & Fees				$91,892
Deferred Developer Fee				$91,892
Affordable Housing Trust Fund				$0
Multifamily Housing Program				$0
Distribution to Agency				$0
Distribution to Owner				$0
Per Unit Per Year Operating Expenses				$8,344
Per Unit Per Year All-In Oper Exp				$9,391
Debt Service Ratio (Year 1)				1.22
Debt Service Ratio (Year 15)				1.40

IV. Total Development Costs	Total
A. Land Acquisition	
Total Ground Lease or Land Cost	$1,500,000
Total Improvement Cost	$0
Other Land Related Costs	$50,000
Total Land Acquisition Costs	$1,550,000
Per SF Land Area	$27.58
Per Unit Land Area	$15,500
B. Direct Costs / Davis Bacon / PW / Local Hire	
Off-site Improvements	1,598,437.50
On-site Improvements	10,371,081.10
Structures	18,294,561.11
Contractor Design Contingency	1,433,282
Local Hire Adjustment	1,433,282
Contractor Fees/General Requirements	4,414,509
Contractor Insurance/P&P Bonds/Com;linace	709,475
Furniture/Fixtures/Equip	$297,000
Owner Contingency Allowance	$1,906,821
Total Direct Costs	$40,458,448
Per Total Vertical SF	$422
Per Unit Direct Costs	$404,584
C. Indirect Costs	
Architect, Engineering & Consultants, Appraisal, Mkt Study	$2,479,034
Permits & Fees	$2,948,000
Taxes, Insurance , Legal & Accounting	$297,500
Marketing & Leasing - Residential	$20,000
Misc. Soft Costs	$10,000
Developer Fee - Capitalized Fee	$2,200,000
Developer Fee - Deferred Fee	$1,300,000
Developer Fee - Contributed to Project	$3,689,262
Contingency Allowance	$250,000
Total Indirect Costs	$13,193,796
D. Financing Costs	
Construction Interest	$1,475,480
Construction Loan Fees	$225,000
Otherr Construction Loan Fees	$80,000
LACDA Loan Fee	$12,150
Permanent Loan Fees	$0
Tax Credit Fees	$105,841
Bond Issuance Costs	$201,750
Rent Reserves	$0
Capitalized Reserves	$0
Operating Deficit Reserves	$357,896
Transition Reserve	$874,765
Total Financing Costs	$3,332,882
Total Non-Land Development Costs	$57,035,127
Per Total Vertical SF	$595
Per Unit	$570,351
Total Development Costs	$58,535,127
Per Total Vertical SF	$610
Per Unit	$585,351

V.	**Proposed Funding Sources**		**Total**	**% of Total**
	Deferred Dev Fee	Prima Development	$1,300,000	2%
	Capital Contribution	Prima Development	$3,689,262	6%
	Affordable Housing Program	Federal Home Loan Bank	$1,500,000	3%
	Permanent Loan	TBD	$5,721,000	10%
	Tax Credit Equity - Federal	TBD	$25,792,494	44%
	Tax Credit Equity - State Section (g)(1)(	TBD	$32,371	0%
	Affordable Housing Trust Fund	Los Angeles County Development Authority	$5,000,000	9%
	No Place Like Home	Los Angeles County Development Authority	$5,000,000	9%
	Multifamily Housing Program	Calif. Dept. of Housing & Community Developme	$0	0%
	Infill Infrastructure Grant	Calif. Dept. of Housing & Community Developme	$7,500,000	13%
	Capitalized Ground Lease / Land Loan	City of El Monte	$1,500,000	3%
	Other City Funds	City of El Monte	$1,500,000	3%
	Housing for Healthy California	Calif. Dept. of Housing & Community Developme	$0	0%
	Total Perm Funding Sources		$58,535,127	100%

* Definitions and requirements pursuant to the federal National Housing Trust Fund (NHTF) allocations

** If Housing for Health California NOFA is released and secured, NPLH and IIG will be not be needed.

VI.	**Financial Surplus / (Deficit)**	**Total**
	Total Development Costs	$58,535,127
	(Less) Proposed Funding Sources	$58,535,127
	Surplus / (Deficit)	$0

VII. Other Property Information

Census Tract	4333.06
Address (Current)	4024 N. Durfee, El Monte, CA 91732
APN	8549-004-900; 8549-005-900
Congressional District	
State Assembly	
State Senate	
County Supervisorial District	
Service Planning Area	

VII. Annual Rent and Operating Expenses (Residential Only)

RENT SCHEDULE			Sec 8 / Mkt Gross	CTCAC Gross	LACDA Utility	CTCAC Net	Annual Sec 8	Annual Net	Annual Total
Income / Rent Mix	AMI	Units	Rent	Rent	Allow	Rent	Premium	Rent	Rent
0 BR / Special Needs	*30%*	*25*	*$1,522*	*$621*	*$62*	*$559*	*$270,300*	*$167,700*	*$438,000*
0 BR - Other Special Ne	30%	0		$621	$62	$559		$0	$0
0 BR	30%	0		$621	$62	$559		$0	$0
0 BR	40%	0		$828	$62	$766		$0	$0
0 BR	50%	0		$1,035	$62	$973		$0	$0
0 BR	60%	0		$1,242	$62	$1,180		$0	$0
0 BR	Manager	0						$0	$0
0 BR	Market	0						$0	$0
0 BR Subtotal		**25**					**$270,300**	**$167,700**	**$438,000**
1 BR / Special Needs	*30%*	*24*	*$1,764*	*$665*	*$70*	*$595*	*$316,512*	*$171,360*	*$487,872*
1 BR / Other Special Ne	30%	0	*$1,764*	$665	$70	$595	*$0*	$0	$0
1 BR	30%	0		$665	$70	$595		$0	$0
1 BR	40%	0		$887	$70	$817		$0	$0
1 BR	50%	0		$1,108	$70	$1,038		$0	$0
1 BR	60%	0		$1,330	$70	$1,260		$0	$0
1 BR	Manager	0						$0	$0
1 BR	Market	0						$0	$0
1 BR Subtotal		**24**					**$316,512**	**$171,360**	**$487,872**
2 BR / Supportive Hsg	*30%*	*0*	*$2,248*	*$798*	*$89*	*$709*	*$0*	*$0*	*$0*
2 BR	30%	0		$798	$89	$709		$0	$0
2 BR	30%	3		$798	$89	$709		$25,524	$25,524
2 BR	40%	0		$1,064	$89	$975		$0	$0
2 BR	50%	21		$1,330	$89	$1,241		$312,732	$312,732
2 BR	60%	0		$1,596	$89	$1,507		$0	$0
2 BR	Manager	1						$0	$0
2 BR	Market	0						$0	$0
2 BR Subtotal		**25**					**$0**	**$338,256**	**$338,256**
Total		**100**					**$586,812**	**$1,083,012**	**$1,669,824**
MISC. INCOME									$6,060
LESS VACANCY									-$130,256
TOTAL REVENUE									$1,545,628

TOTAL OPERATING EXPENSES

			Per Unit Per Year	Total Oper Exp
Administrative	Advertising:		$15	$1,500
	Legal:		$20	$2,000
	Accounting/Audit:		$125	$12,500
	Compliance:		$250	$25,000
	Other:	General Administrative	$250	$25,000
		Total Administrative:	$660	$66,000
Management		**Total Management:**	$720	$72,000
Utilities	Fuel:		$0	$0
	Gas:		$0	
	Electricity:		$536	$53,571
	Water/Sewer:		$536	$53,571
		Total Utilities:	$1,071	$107,143
Payroll / Payroll Taxes	On-site Manager:		$950	$95,000
	Leasing Agent		$150	$15,000
	Maintenance Personnel:		$750	$75,000
	Other:	Benefits / Insurance	$666	$66,637
		Total Payroll / Payroll Taxes:	$2,516	$251,637
		Total Insurance:	$446	$44,643
Maintenance	Painting / Replacement / Turnover:		$320	$32,000
	Repairs:		$320	$32,000
	Trash Removal:		$625	$62,500
	Exterminating:		$134	$13,393
	Grounds / Porter:	Private & Common Area	$250	$25,000
	Elevator / CAM:		$400	$40,000
	Other: Security		$881	$88,119
		Total Maintenance:	$2,930	$293,012
Other Expenses	Other:		$0	$0
	Other:		$0	$0
	Other:	(specify here)	$0	$0
	Other:	(specify here)	$0	$0
	Other:	(specify here)	$0	$0
		Total Other Expenses:	$0	$0
Total			**$8,344**	**$834,435**

VIII. 15 Year Cash Flow

REVENUE	Rate	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Restricted Rent	2.50%	743,952	762,551	781,615	801,155	821,184	841,713	862,756	884,325	906,433	929,094	952,321	976,129	1,000,533	1,025,546	1,051,185
Less Vacancy	5.00%	(37,198)	(38,128)	(39,081)	(40,058)	(41,059)	(42,086)	(43,138)	(44,216)	(45,322)	(46,455)	(47,616)	(48,806)	(50,027)	(51,277)	(52,559)
Market / Manager Rent	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less Vacancy	5.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Need Restricted Rent	2.50%	339,060	347,537	356,225	365,131	374,259	383,615	393,206	403,036	413,112	423,439	434,025	444,876	455,998	467,398	479,083
Less Vacancy	10.00%	(33,906)	(34,754)	(35,622)	(36,513)	(37,426)	(38,362)	(39,321)	(40,304)	(41,311)	(42,344)	(43,403)	(44,488)	(45,600)	(46,740)	(47,908)
Special Need Rental Subsidy	2.50%	586,812	601,482	616,519	631,932	647,731	663,924	680,522	697,535	714,973	732,848	751,169	769,948	789,197	808,927	829,150
Less Vacancy	10.00%	(58,681)	(60,148)	(61,652)	(63,193)	(64,773)	(66,392)	(68,052)	(69,754)	(71,497)	(73,285)	(75,117)	(76,995)	(78,920)	(80,893)	(82,915)
Misc. Income	2.50%	6,060	6,212	6,367	6,526	6,689	6,856	7,028	7,203	7,384	7,568	7,757	7,951	8,150	8,354	8,563
Less Vacancy	7.77%	(471)	(483)	(495)	(507)	(520)	(533)	(546)	(560)	(574)	(588)	(603)	(618)	(633)	(649)	(666)
Total Revenue		1,545,628	1,584,269	1,623,876	1,664,473	1,706,084	1,748,736	1,792,455	1,837,266	1,883,198	1,930,278	1,978,535	2,027,998	2,078,698	2,130,666	2,183,932
EXPENSES																
Operating Expenses	3.50%	834,435	863,640	893,867	925,153	957,533	991,047	1,025,733	1,061,634	1,098,791	1,137,249	1,177,053	1,218,250	1,260,888	1,305,019	1,350,695
Property Taxes	2.00%	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190	12,434	12,682	12,936	13,195
Resident Services	3.50%	44,643	46,205	47,823	49,496	51,229	53,022	54,877	56,798	58,786	60,844	62,973	65,177	67,458	69,819	72,263
LACDA Monitoring Fee	0.00%	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150
Replacement Reseves	0.00%	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Total Expenses		946,228	977,195	1,009,244	1,042,411	1,076,736	1,112,259	1,149,023	1,187,069	1,226,444	1,267,194	1,309,366	1,353,011	1,398,179	1,444,925	1,493,303
NET OPERATING INCOME		599,401	607,074	614,632	622,061	629,348	636,477	643,432	650,197	656,754	663,084	669,169	674,988	680,519	685,741	690,629
Bond/Trustee County	10,401	(10,401)	(10,401)	(10,401)	(10,401)	(10,401)	(10,401)	(10,401)	(10,401)	(10,401)	(10,401)	(10,401)	(10,401)	(10,401)	(10,401)	(10,401)
Debt Svc 1 Permanent Loan		(482,107)	(482,107)	(482,107)	(482,107)	(482,107)	(482,107)	(482,107)	(482,107)	(482,107)	(482,107)	(482,107)	(482,107)	(482,107)	(482,107)	(482,107)
Debt Svc 2 Transit Oriented I	0.42%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Svc 2 Multifamily Housi	0.42%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Comp. Mon. Affordable Housir	$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
After Debt Cash Flow		106,892	114,565	122,123	129,553	136,840	143,969	150,924	157,689	164,246	170,576	176,661	182,479	188,011	193,232	198,121
Debt Coverage Ratio		1.22	1.23	1.25	1.26	1.28	1.29	1.31	1.32	1.33	1.35	1.36	1.37	1.38	1.39	1.40
Percent of Gross Revenue		6.92%	7.23%	7.52%	7.78%	8.02%	8.23%	8.42%	8.58%	8.72%	8.84%	8.93%	9.00%	9.04%	9.07%	9.07%
25% Debt Service Test		22.17%	23.76%	25.33%	26.87%	28.38%	29.86%	31.31%	32.71%	34.07%	35.38%	36.64%	37.85%	39.00%	40.08%	41.09%
OTHER FEES																
GP Partnership Mgmt Fees	3.50%	10,000	10,350	10,712	11,087	11,475	11,877	12,293	12,723	13,168	13,629	14,106	14,600	15,111	15,640	16,187
SLP Asset Mgmt Fees	3.50%	5,000	5,175	5,356	5,544	5,738	5,938	6,146	6,361	6,584	6,814	7,053	7,300	7,555	7,820	8,093
Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Fees		15,000	15,525	16,068	16,631	17,213	17,815	18,439	19,084	19,752	20,443	21,159	21,900	22,666	23,459	24,280
Deferred Developer Fee		(91,892)	(99,040)	(106,055)	(112,922)	(119,627)	(126,154)	(132,485)	(138,605)	(144,494)	(150,133)	(78,593)	-	-	-	-
CASH FLOW DISTRIBUTIONS		-	-	-	-	-	-	-	-	-	-	76,909	160,580	165,345	169,773	173,841

I. Project Description

			Total
A. Land			
Land Area - Acres			1.60
Land Area - Square Feet (SF)			69,696
B. Building			
Supportive Housing Units		30.39%	55
Low Income Units		68.51%	124
Manager Units		1.10%	2
Total Units		100.00%	181
Residential Square Footage		100.00%	233,338
Commercial Square Footage		0.00%	-
Total Vertical Square Footage		100.00%	233,338
C. Parking			
Residential Stalls			104
Commercial Stalls			-
Total Stalls			104

II. Residential Description

	AMI		Total
A. Unit Mix			
0 BR / Special Needs - Homeless	30%		55
0 BR	30%		4
0 BR	40%		30
0 BR	50%		-
0 BR Subtotal			89
1 BR / Special Needs - Homeless	30%		-
1 BR	30%		10
1 BR	40%		40
1 BR	50%		40
1 BR Subtotal			91
2 BR	Manager		1
Total Units			181
% of Total Restricted Units @ 30% AMI Supportive Houisng		55	30.73%
% of Total Restricted Units @ 30% AMI		14	7.82%
% of Total Restricted Units @ 40% AMI		70	39.11%
% of Total Restricted Units @ 50% AMI		40	22.35%
Income Averaging Test			38.4%

B. Restricted Income / Rent Mix	**AMI**	**Est. Annual Income**	**Gross Monthly Rent**	**Net Monthly Rent**
0 BR / Special Needs - Homeless	30%	$24,840	$621	$559
0 BR	30%	$24,840	$621	$559
0 BR	40%	$33,120	$828	$766
0 BR	50%	$41,400	$1,035	$973
1 BR / Special Needs - Homeless	30%	$26,600	$665	$595
1 BR / Other Special Needs	30%	$26,600	$665	$595
1 BR	30%	$26,600	$665	$595
1 BR	40%	$35,480	$887	$817
1 BR	50%	$44,320	$1,108	$1,038

III. Net Operating Income (NOI) / Cash Flow

				Total
A. Residential Component / Year 1 NOI				
Gross Tax Credit Rent				$1,633,332
Rental Subsidy				$594,660
Misc. Income				$6,060
Gross Income				$2,234,052
(Less) Vacancy	7.16%			($160,014)
Effective Gross Income				$2,074,038
(Less) Operating Expenses		$	(6,777)	($1,226,697)
(Less) Prop Txes / Assessments		$	(55)	($10,000)
(Less) Resident Services		$	(446)	($80,804)
(Less) LACDA Annual Monitoring Fee		$	(40)	($7,150)
(Less) Replacement Reserves		$	(500)	($90,500)
Total Operating Expenses		$	(7,819)	($1,415,150)
Stabilized Residential NOI				**$658,888**
(Less) Bond Admin / Trustee Fee				($11,395)
(Less) Debt Svc	Permanent Loan	$	(3,034)	($549,101)
(Less) Debt Svc	Multifamily Housing Program	$	-	$0
(Less) Total Other Fees	Partnership Fees / Affordable Housing Trust Fund			($15,000)
Cash Flow After Debt Svc & Fees				$83,392
Deferred Developer Fee				$83,392
Affordable Housing Trust Fund				$0
Multifamily Housing Program				$0
Distribution to Agency				$0
Distribution to Owner				$0
Per Unit Per Year Operating Expenses				$6,777
Per Unit Per Year All-In Oper Exp				$7,779
Debt Service Ratio (Year 1)				1.18
Debt Service Ratio (Year 15)				1.25

IV. Total Development Costs	Total
A. Land Acquisition	
Total Ground Lease or Land Cost	$3,000,000
Total Improvement Cost	$0
Other Land Related Costs	$50,000
Total Land Acquisition Costs	$3,050,000
Per SF Land Area	$43.76
Per Unit Land Area	$16,851
B. Direct Costs / Davis Bacon / PW / Local Hire	
Off-site Improvements	4,629,075.00
On-site Improvements	15,177,851.02
Structures	22,090,668.82
Contractor Design Contingency	1,863,426
Local Hire Adjustment	1,863,426
Contractor Fees/General Requirements	5,739,352
Contractor Insurance/P&P Bonds/Com;linace	922,396
Furniture/Fixtures/Equip	$436,500
Owner Contingency Allowance	$2,602,140
Total Direct Costs	$55,324,835
Per Total Vertical SF	$482
Per Unit Direct Costs	$305,662
C. Indirect Costs	
Architect, Engineering & Consultants, Appraisal, Mkt Study	$2,479,034
Permits & Fees	$2,948,000
Taxes, Insurance , Legal & Accounting	$335,000
Marketing & Leasing - Residential	$20,000
Misc. Soft Costs	$10,000
Developer Fee - Capitalized Fee	$2,236,510
Developer Fee - Deferred Fee	$1,300,000
Developer Fee - Contributed to Project	$5,959,762
Contingency Allowance	$250,000
Total Indirect Costs	$15,538,306
D. Financing Costs	
Construction Interest	$1,967,306
Construction Loan Fees	$300,000
Otherr Construction Loan Fees	$80,000
LACDA Loan Fee	$12,150
Permanent Loan Fees	$0
Tax Credit Fees	$148,248
Bond Issuance Costs	$230,250
Rent Reserves	$0
Capitalized Reserves	$0
Operating Deficit Reserves	$482,024
Transition Reserve	$882,285
Total Financing Costs	$4,102,264
Total Non-Land Development Costs	$75,015,405
Per Total Vertical SF	$653
Per Unit	$414,450
Total Development Costs	$78,015,405
Per Total Vertical SF	$679
Per Unit	$431,024

V. Proposed Funding Sources		Total	% of Total
Deferred Dev Fee	Prima Development	$1,300,000	2%
Capital Contribution	Prima Development	$5,959,762	8%
Affordable Housing Program	Federal Home Loan Bank	$1,500,000	2%
Permanent Loan	TBD	$6,516,000	8%
Tax Credit Equity - Federal	TBD	$34,069,216	44%
Tax Credit Equity - State Section (g)(1)(	TBD	$5,170,426	7%
Affordable Housing Trust Fund	Los Angeles County Development Authority	$5,000,000	6%
No Place Like Home	Los Angeles County Development Authority	$5,000,000	6%
Multifamily Housing Program	Calif. Dept. of Housing & Community Developme	$0	0%
Infill Infrastructure Grant	Calif. Dept. of Housing & Community Developme	$7,500,000	10%
Capitalized Ground Lease / Land Loan	City of El Monte	$3,000,000	4%
Other City Funds	City of El Monte	$3,000,000	4%
Housing for Healthy California	Calif. Dept. of Housing & Community Developme	$0	0%
Total Perm Funding Sources		$78,015,405	100%

* Definitions and requirements pursuant to the federal National Housing Trust Fund (NHTF) allocations

** If Housing for Health California NOFA is released and secured, NPLH and IIG will be not be needed.

VI. Financial Surplus / (Deficit)	Total
Total Development Costs	$78,015,405
(Less) Proposed Funding Sources	$78,015,405
Surplus / (Deficit)	$0

VII. Other Property Information

Census Tract	4333.06
Address (Proposed)	4024 N. Durfee, El Monte, CA 91732
APN	8549-004-900; 8549-005-900
Congressional District	
State Assembly	
State Senate	
County Supervisorial District	
Service Planning Area	

VII. Annual Rent and Operating Expenses (Residential Only)

RENT SCHEDULE			Sec 8 / Mkt Gross	CTCAC Gross	LACDA Utility	CTCAC Net	Annual Sec 8	Annual Net	Annual Total
Income / Rent Mix	AMI	Units	Rent	Rent	Allow	Rent	Premium	Rent	Rent
0 BR / Special Needs -	*30%*	*55*	*$1,522*	*$621*	*$62*	*$559*	*$594,660*	*$368,940*	*$963,600*
0 BR - Other Special Ne	30%	0		$621	$62	$559		$0	$0
0 BR	30%	4		$621	$62	$559		$26,832	$26,832
0 BR	40%	30		$828	$62	$766		$275,760	$275,760
0 BR	50%	0		$1,035	$62	$973		$0	$0
0 BR	60%	0		$1,242	$62	$1,180		$0	$0
0 BR	Manager	0						$0	$0
0 BR	Market	0						$0	$0
0 BR Subtotal		**89**					**$594,660**	**$671,532**	**$1,266,192**
1 BR / Special Needs -	*30%*	*0*	*$1,764*	*$665*	*$70*	*$595*	*$0*	*$0*	*$0*
1 BR / Other Special Ne	30%	0	*$1,764*	$665	$70	$595	*$0*	$0	$0
1 BR	30%	10		$665	$70	$595		$71,400	$71,400
1 BR	40%	40		$887	$70	$817		$392,160	$392,160
1 BR	50%	40		$1,108	$70	$1,038		$498,240	$498,240
1 BR	60%	0		$1,330	$70	$1,260		$0	$0
1 BR	Manager	1						$0	$0
1 BR	Market	0						$0	$0
1 BR Subtotal		**91**					**$0**	**$961,800**	**$961,800**
2 BR / Supportive Hsg	*30%*	*0*	*$2,248*	*$798*	*$89*	*$709*	*$0*	*$0*	*$0*
2 BR	30%	0		$798	$89	$709		$0	$0
2 BR	30%	0		$798	$89	$709		$0	$0
2 BR	40%	0		$1,064	$89	$975		$0	$0
2 BR	50%	0		$1,330	$89	$1,241		$0	$0
2 BR	60%	0		$1,596	$89	$1,507		$0	$0
2 BR	Manager	1						$0	$0
2 BR	Market	0						$0	$0
2 BR Subtotal		1					$0	$0	$0
Total		**181**					**$594,660**	**$1,633,332**	**$2,227,992**
MISC. INCOME									$6,060
LESS VACANCY									-$160,014
TOTAL REVENUE									$2,074,038

TOTAL OPERATING EXPENSES

			Per Unit Per Year	Total Oper Exp
Administrative	Advertising:		$8	$1,500
	Legal:		$11	$2,000
	Accounting/Audit:		$69	$12,500
	Compliance:		$138	$25,000
	Other:	General Administrative	$276	$50,000
		Total Administrative:	$503	$91,000
Management		**Total Management:**	$720	$130,320
Utilities	Fuel:		$0	$0
	Gas:		$0	
	Electricity:		$536	$96,964
	Water/Sewer:		$536	$96,964
		Total Utilities:	$1,071	$193,929
Payroll / Payroll Taxes	On-site Manager:		$525	$95,000
	Leasing Agent		$166	$30,000
	Maintenance Personnel:		$414	$75,000
	Other:	Benefits / Insurance	$398	$72,040
		Total Payroll / Payroll Taxes:	$1,503	$272,040
		Total Insurance:	$446	$80,804
Maintenance	Painting / Replacement / Turnover:		$221	$40,000
	Repairs:		$221	$40,000
	Trash Removal:		$625	$113,125
	Exterminating:		$134	$24,241
	Grounds / Porter:	Private & Common Area	$138	$25,000
	Elevator / CAM:		$221	$40,000
	Other: On site security patrol 5 pm to 8 am M-F and 24/7 Sat/Sun		$974	$176,238
		Total Maintenance:	$2,534	$458,605
Other Expenses	Other:		$0	$0
	Other:		$0	$0
	Other:	(specify here)	$0	$0
	Other:	(specify here)	$0	$0
	Other:	(specify here)	$0	$0
		Total Other Expenses:	$0	$0
Total			**$6,777**	**$1,226,697**

VIII. 15 Year Cash Flow

REVENUE	Rate	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Restricted Rent	2.50%	1,264,392	1,296,002	1,328,402	1,361,612	1,395,652	1,430,543	1,466,307	1,502,965	1,540,539	1,579,052	1,618,529	1,658,992	1,700,467	1,742,978	1,786,553
Less Vacancy	5.00%	(63,220)	(64,800)	(66,420)	(68,081)	(69,783)	(71,527)	(73,315)	(75,148)	(77,027)	(78,953)	(80,926)	(82,950)	(85,023)	(87,149)	(89,328)
Market / Manager Rent	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less Vacancy	5.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Need Restricted Rent	2.50%	368,940	378,164	387,618	397,308	407,241	417,422	427,857	438,554	449,518	460,756	472,274	484,081	496,183	508,588	521,303
Less Vacancy	10.00%	(36,894)	(37,816)	(38,762)	(39,731)	(40,724)	(41,742)	(42,786)	(43,855)	(44,952)	(46,076)	(47,227)	(48,408)	(49,618)	(50,859)	(52,130)
Special Need Rental Subsidy	2.50%	594,660	609,527	624,765	640,384	656,393	672,803	689,623	706,864	724,535	742,649	761,215	780,245	799,752	819,745	840,239
Less Vacancy	10.00%	(59,466)	(60,953)	(62,476)	(64,038)	(65,639)	(67,280)	(68,962)	(70,686)	(72,454)	(74,265)	(76,122)	(78,025)	(79,975)	(81,975)	(84,024)
Misc. Income	2.50%	6,060	6,212	6,367	6,526	6,689	6,856	7,028	7,203	7,384	7,568	7,757	7,951	8,150	8,354	8,563
Less Vacancy	7.16%	(434)	(445)	(456)	(467)	(479)	(491)	(503)	(516)	(529)	(542)	(556)	(570)	(584)	(598)	(613)
Total Revenue		2,074,038	2,125,889	2,179,037	2,233,512	2,289,350	2,346,584	2,405,249	2,465,380	2,527,014	2,590,190	2,654,944	2,721,318	2,789,351	2,859,085	2,930,562
EXPENSES																
Operating Expenses	3.50%	1,226,697	1,269,631	1,314,068	1,360,061	1,407,663	1,456,931	1,507,923	1,560,701	1,615,325	1,671,862	1,730,377	1,790,940	1,853,623	1,918,500	1,985,647
Property Taxes	2.00%	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190	12,434	12,682	12,936	13,195
Resident Services	3.50%	80,804	83,632	86,559	89,588	92,724	95,969	99,328	102,805	106,403	110,127	113,981	117,971	122,100	126,373	130,796
LACDA Monitoring Fee	0.00%	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150
Replacement Reseves	0.00%	90,500	90,500	90,500	90,500	90,500	90,500	90,500	90,500	90,500	90,500	90,500	90,500	90,500	90,500	90,500
Total Expenses		1,415,150	1,461,113	1,508,681	1,557,911	1,608,861	1,661,591	1,716,163	1,772,642	1,831,095	1,891,590	1,954,198	2,018,995	2,086,055	2,155,459	2,227,288
NET OPERATING INCOME		658,888	664,777	670,356	675,601	680,489	684,993	689,085	692,738	695,920	698,600	700,746	702,324	703,296	703,626	703,274
Bond/Trustee County	11,395	(11,395)	(11,395)	(11,395)	(11,395)	(11,395)	(11,395)	(11,395)	(11,395)	(11,395)	(11,395)	(11,395)	(11,395)	(11,395)	(11,395)	(11,395)
Debt Svc 1 Permanent Loan		(549,101)	(549,101)	(549,101)	(549,101)	(549,101)	(549,101)	(549,101)	(549,101)	(549,101)	(549,101)	(549,101)	(549,101)	(549,101)	(549,101)	(549,101)
Debt Svc 2 Transit Oriented I	0.42%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Svc 2 Multifamily Housi	0.42%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Comp. Mon. Affordable Housir	$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
After Debt Cash Flow		98,392	104,280	109,859	115,105	119,993	124,497	128,589	132,241	135,423	138,104	140,250	141,827	142,800	143,129	142,777
Debt Coverage Ratio		1.18	1.19	1.20	1.21	1.21	1.22	1.23	1.24	1.24	1.25	1.25	1.25	1.25	1.26	1.25
Percent of Gross Revenue		4.74%	4.91%	5.04%	5.15%	5.24%	5.31%	5.35%	5.36%	5.36%	5.33%	5.28%	5.21%	5.12%	5.01%	4.87%
25% Debt Service Test		17.92%	18.99%	20.01%	20.96%	21.85%	22.67%	23.42%	24.08%	24.66%	25.15%	25.54%	25.83%	26.01%	26.07%	26.00%
OTHER FEES																
GP Partnership Mgmt Fees	3.50%	10,000	10,350	10,712	11,087	11,475	11,877	12,293	12,723	13,168	13,629	14,106	14,600	15,111	15,640	16,187
SLP Asset Mgmt Fees	3.50%	5,000	5,175	5,356	5,544	5,738	5,938	6,146	6,361	6,584	6,814	7,053	7,300	7,555	7,820	8,093
Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Fees		15,000	15,525	16,068	16,631	17,213	17,815	18,439	19,084	19,752	20,443	21,159	21,900	22,666	23,459	24,280
Deferred Developer Fee		(83,392)	(88,755)	(93,791)	(98,474)	(102,780)	(106,681)	(110,150)	(113,157)	(115,671)	(117,660)	(119,091)	(119,928)	(30,469)	-	-
CASH FLOW DISTRIBUTIONS		-	-	-	-	-	-	-	-	-	-	-	-	89,665	119,670	118,497

Building 4 Mixed Use - Health Amenity + Special Needs Housing Proforma

Esperanza Village - Bldg 4 Mixed Use — **10/30/2021 4% TC**
Health Amenity (Levels 1 & 2) + Special Needs (Levels 3 & 4)

HEALTH AMENITIES + SPECIAL NEEDS UNITS NOI(YR 1)	PER YEAR	PER MONTH			TOTAL
INCOME					
Base Rent - Sublease # 1 - Level 1 (TBD)	$24.00 PSF	$2.00 PSF	15,000	Total SF	$ 360,000
Base Rent - Sublease # 2 - Level 2 (TBD)	$19.82 PSF	$1.65 PSF	10,000	Total SF	$ 198,167
Base Rent - Sublease # 3 - Level 2 (School)	$12.00 PSF	$1.00 PSF	5,000	Total SF	$ 60,000
PBV Net Rent - Levels 3 & 4 (10 4-BR SN Units)		$3,110 Per Unit	10	Units	$ 373,200
Common Area Maintenance (CAM)	$0.00 PSF	$0.00 PSF	30,000	Total SF	$ 0
TI Loan Income	$0.00 PSF	$0.00 PSF	30,000	Total SF	$ 0
Income Subtotal					$991,367
Less: Vacancies & Collection Loss	5%		30,000	Total SF	49,568
EXPENSES					
RE Taxes - Health Amenities (Pass-Through)	$0.00 PSF		30,000	Total SF	0
Insurance - Health Amenities (Landlord)	$0.00 PSF		30,000	Total SF	12,000
RE Taxes + Assessments - Housing	Estimate				5,000
Insurance - Housing	Estimate				10,000
Operating Expenses - Housing		$1,000 Per Unit	10	Units	120,000
CAM	$0.50 PSF		30,000	Total SF	15,000
Management Fee / Accounting	$1.14 PSF		30,000	Total SF	34,277
Reserves	$1.00 PSF		30,000	Total SF	40,000
Repairs & Maintenance	$1.00 PSF		30,000	Total SF	40,000
Expense Subtotal					$276,277
TOTAL NET OPERATING INCOME (YEAR 1)					**$665,523**

USES	TOTAL
Capitalized Ground Lease / Other Acq Costs	$1,000,000
Direct Costs	$12,000,000
Indirect Costs	$1,500,000
Financing Costs	$1,500,000
TOTAL USES:	**$16,000,000**

SOURCES		TOTAL
City of El Monte Capitalized Ground Lease	Health Amenities	$500,000
U.S. Department of HUD Section 108 Loan	Health Amenities	$5,700,000
U.S. Department of Commerce EDA Grant	Health Amenities	$2,000,000
New Market Tax Credits	Health Amenities	$2,050,000
City of El Monte Capitalized Ground Lease	Special Needs Hsg	$500,000
TBD Grants or Soft Loans	Special Needs Hsg	$5,250,000
TOTAL PERMANENT SOURCES OF FINANCING		**$16,000,000**
TOTAL SOURCES:		**$16,000,000**

HEALTH AMENITIES SUPPORTABLE 108 LOAN				
Interest Rate	3.52%			
Section 108 Loan Term (Years)	20			
Section 108 Amortization Loan	20			
Debt Coverage Ratio	1.20			
Estimated Loan Balance	$ 5,700,000	Hard Entry	$ 5,700,000	
Guarantee Fee	2.14%		$ 121,980.00	
Legal & Closing Fees	0.50%		$ 28,500.00	
Projected Annual NOI - Health Amenities				$476,891
Projected Annual Debt Service				$397,409
Projected Section 108 Loan Amount				$5,700,000

CITY OF **CUDAHY** CALIFORNIA

Incorporated November 10, 1960

P.O. Box 1007
5220 Santa Ana Street
Cudahy, California 90201-6024
(323)773-5143
Fax: (323) 771-2072

October 19, 2021

City of El Monte
Ms. Betty Donavanik
Director of Community and Economic Development
City Hall West
1133 Valley Boulevard
El Monte, CA 91731

Subject: Public Agency References for RFQ for the Development of the Maclaren Hall Site

Dear Ms. Donavanik:

It is with great pleasure that I write to provide a reference for Prima Development (Prima) and support of its proposal in response to the RFQ for the Development of the Maclaren Hall Site dated October 13, 2021.

For almost two years the City of Cudahy and County of Los Angeles have been working closely with Prima Development to bring a unique and impactful project to fruition despite limited economic resources. As the President of Prima Development, Fernando Vasquez has demonstrated his ability to acquire and entitle a large scale 177-unit senior affordable housing project with a significant health amenity component that brings services that are integral to the long-term health and well-being of both residents and the surrounding community. What has been especially noteworthy and separates him from other developers has been his knowledge and responsiveness to the needs of the community, which reflects his personal experience living, serving and working in the community for most of his life as both, elected official and housing and healthcare policy advocate.

Prima Development is one of very few minority led non-profit 501c3 affordable housing developers who reflect the communities it serves and possess the technical expertise and experience to deliver impactful projects in Los Angeles County.

We recommend and urge your selection of Prima Development as the developer under this RFQ. Should you have any questions please do not hesitate to contact me at **slopez@cityofcudahyca.gov**.

Sincerely,

Salvador Lopez Jr.

Salvador Lopez Jr.
Community Development Manager
City of Cudahy

HOUSING
COMMUNITY
ECONOMIC

LACDA

Los Angeles County Development Authority

October 29, 2021

City of El Monte
Ms. Betty Donavanik
Director of Community and Economic Development
City Hall West
1133 Valley Boulevard
El Monte, CA 91731

Subject: Public Agency References for RFQ for the Development of the Maclaren Hall Site

Dear Ms. Donavanik:

It is with great pleasure that I write to provide a reference for Prima Development's President, Fernando Vasquez, and support of its proposal in response to the RFQ for the Development of the Maclaren Hall Site dated October 13, 2021.

For almost four years the Los Angeles County Development Authority (formerly Los Angeles County Development Commission) worked closely with Mr. Vasquez to bring Encanto Court, a 62-unit senior affordable housing project to fruition in one of the most underserved areas of Los Angeles County. As the Project Manager on that project, Mr. Vasquez demonstrated the ability to work closely with multiple Los Angeles County agencies on financing, entitlements, and community outreach efforts.

What has been especially noteworthy and separates Mr. Vasquez from other developers has been his knowledge and responsiveness to the county's housing policy objectives, which reflects his experience collaborating with the county as both, a former mayor and affordable housing leader.

Mr. Vasquez leads one of the very few locally based non-profit affordable housing developers who reflect the communities it serves and experience to deliver impactful projects by combining affordable housing, healthcare, education, and jobs in Los Angeles County.

We highly recommend and urge your selection of Prima Development as the developer under this RFQ. Should you have any questions please do not hesitate to contact me at nancy.manzanares@lacda.org.

Sincerely,

Nancy Manzanares
Project Manager
Los Angeles County Development Authority

ATTACHMENT 4

RELATED CALIFORNIA PROPOSAL

RELATED

THE CITY OF EL MONTE
REQUEST FOR QUALIFICATIONS

RESPONSE FOR QUALIFICATIONS FOR THE DEVELOPMENT OF THE MACLAREN HALL SITE

NOVEMBER 4, 2021



TABLE OF CONTENTS


Luxaire, Irvine


Bloomington Grove, Bloomington


Rosena Fountains, Fontana

01 COVER LETTER 5

02 FIRM QUALIFICATIONS & EXPERIENCE 9

03 DEVELOPMENT PORTFOLIO
- 03-A Related Portfolio 23
- 03-B Current Development Pipeline 25
- 03-C Related Awards 28

04 PROPOSED PERSONNEL & QUALIFICATIONS
- 04-A Related Team 33
- 04-B Other Team Members 38

05 DEVELOPMENT PROGRAM & SCHEDULE
- 05-A Development Program 87
- 05-B Development Schedule 95

06 RENDERINGS 97

07 FINANCIAL QUALIFICATIONS & FEASIBILITY OF PROPOSED DEVELOPMENT
- 07-A Financing Plan 117
- 07-B Pro Forma 122
- 07-C Financial Capacity 126

08 REFERENCES 127

09 ATTACHMENTS 133



Parkside Family Apartments, Pomona

01 Cover Letter

November 4, 2021

Ms. Betty Donavanik
Director of Community and Economic Development
City of El Monte Community and Economic Development
City Hall West
1133 Valley Boulevard
El Monte, CA 91731

Re: RFQ Response – Development of the MacLaren Site

Dear Ms. Donavanik,

Related California ("Related") is pleased to submit our response to the City of El Monte's Request for Qualifications for the development of the MacLaren Hall Site located at 4024 Durfee Ave. We have named our proposal "Paseo de Las Palmas". Together with our proposed team, we bring to this submission unparalleled strengths in different forms of affordable multi-family housing, including serving large families and special needs populations. Related is a full service development company that has, over our 30 year history, completed over 16,000 residences and currently has more than 1,500 affordable and 3,500 market rate units in pre-development. Related is experienced in utilizing the full range of federal, state and local funding sources, including low income housing tax credits (both 4% and 9%), AHP, AHSC, IIG, MHP, VHHP, HOME, CDBG, HOPWA, MHSA, and LA County Affordable Housing Funds.

Related is a fully integrated development company with in-house professionals spanning a full range of disciplines including planning, entitlements, architecture, finance, project management, construction, property management and asset management. With a broad operating platform and active working relationships across the industry, Related is uniquely positioned to assemble best in class design and consultant teams equipped to address the unique challenges of each development project. We have deep experience in resident and stakeholder outreach, and understand first hand that active and engaged community outreach is a key component to success in any development project.

Paseo de Las Palmas is proposed to be a vibrant, 100% affordable housing community designed to include a new pedestrian promenade called the "Paseo". The Paseo will provide public access while also reconnecting the neighborhood formerly walled off by MacLaren Hall. We envision the MacLaren Hall-DCFS structures will be demolished and the site transformed into 186 units of affordable housing project with ample, open space and social services and amenities. The Paseo is being proposed to include a pop up Night Market that will serve as a community gathering hub celebrating food representative of El Monte's diverse cultures. Our design team, led by Studio T Square, and our Lead Service Provider, Asian Youth Center, have the skills and local experience to help the City of El Monte reach their goal of a high quality housing development with top-notch amenities and services.

- Studio T Square: TST is a full-service architecture, interior design, urban design, and planning firm based in Long Beach, CA. They are a well-established, award-winning team of roughly 40 designers, passionate about creating equitable, accessible, and healthy urban places and districts. The lead architects have designed and constructed three affordable housing projects in El Monte and have significant experience working with developers and public agencies on publicly-funded affordable housing communities (TCAC, LIHTC, HUD) with a track-record of executing award-winning sustainable and green-building projects on time and on budget. Their experience includes working on complex projects with both Affordable, Market-Rate housing and Workplace Offices and Community open space in one cohesively created community that respects the funding challenges while driving the project forward and achieving all stakeholder goals. They have a collaborative design approach centered on communication and listening, complemented by strong project management, technical expertise, and quality documentation. TST has the ability to begin working on new projects immediately, understanding the rigorous development schedule and urgent need for affordable housing. The TST team is appropriately staffed and is well supported by a deep bench of professionals.

- Asian Youth Center (AYC), a California 501c3 corporation, was founded in 1989 in the City of San Gabriel and is a community based organization whose mission is to empower low-income immigrant, and at-risk youth of all communities, to overcome barriers to success through the provision of culturally and linguistically competent education, employment, and social services. AYC is strategically providing services in the San Gabriel Valley, Los Angeles, and Antelope Valley. Key services in the San Gabriel Valley include Educational Enrichment Services (including after-school tutoring, Chinese language, and life skills), Emergency Food Program, Youth Employment Services, Gang Intervention Program, Re-entry Intensive Case Management Services, and Community Outreach & Education.

Related has a substantial track record of successful affordable housing developments, including a large portfolio in the Los Angeles Metro area. We currently are under construction on The Grand, a dynamic mix of hotel, dining, nightlife and residential components, including a 39 story tower with 436 units, designed by Frank O. Gehry; and we are working in partnership with the Housing Authority of the City of Los Angeles on the redevelopment of Rose Hill Courts, into a two-phase 100% affordable community of 185 units. With completed projects throughout LA County, including Los Angeles, Santa Monica, Carson, Pomona and Santa Clarita, we have a tremendous track record in the LA County geographic apportionment for 9% tax credits as well as 4% tax exempt bonds.

We believe that the Related team is best positioned to meet the City of El Monte's goals and objectives for this RFQ.

- Related California has a long history of large multi-phase affordable housing developments, with extensive experience in LA County. We are particularly proud that two of these developments, Pueblo del Sol in Boyle Heights and Ocean Ave. South in Santa Monica, have won the ULI Global Award of Excellence.

- We have an extensive track record on multi-phase projects that require rezoning and a general plan amendment. We have the expertise to help our public agency partners navigate the CEQA and entitlement approval process. In addition, many of our developments incorporate parks and open spaces, including our two HOPE VI communities, Pueblo del Sol in Boyle Heights, and Lion Creek Crossings in Oakland.

- Our team has extensive local knowledge, with prior experience developing affordable housing in the City of El Monte and includes a local service provider with deep experience serving the San Gabriel Valley.

We would welcome the opportunity to work with the City of El Monte on our proposal for Paseo de Las Palmas. I have read, understood, and agreed to all statements in this request for qualifications and acknowledge receipt of all addendums and amendments as well as to the terms, conditions, and attachments referenced. Senior Vice President, Rose Olson is the designated primary contact should you have any questions regarding our proposal.

Rose Olson
Senior Vice President
Related California
333 S. Grand Ave. Suite 4450
Los Angeles CA 90071
rolson@related.com
(213) 254-2028

Sincerely

WILLIAM A. WITTE
CEO
RELATED



The Curve @ West Angeles, Los Angeles

02 FIRM QUALIFICATIONS & EXPERIENCE

02 Firm Qualifications & Experience

Related is a fully-integrated real estate firm with a **30-year track record of delivering top-quality affordable housing, mixed-income housing, and mixed-use developments across California**. The company has more than 16,000 residences completed or under construction, and more than 1,750 affordable units in predevelopment in its San Francisco, Los Angeles and Irvine offices. Related is backed by The Related Companies, L.P. of New York City, one of the most prominent privately owned real estate firms in the nation with a **portfolio of over $60 billion of real estate**, including **over 50,000 units of affordable housing**. As long-term property owners committed to sustainability and stewardship, Related strives to form strong public-private partnerships and is committed to excellence by working with world-class architects and designers to create distinctive urban spaces that fit seamlessly into the fabric of the existing communities.

Related is a full-service affordable development company having completed 91 tax-credit financed developments with **over 16,000 units of residential units in California.** In the **past five years alone, Related has received over 30 awards, ranging from Best Affordable Project to Real Estate Deal of The Year.** We sincerely value these honors, because they not only represent our excellent past work, but more importantly, speak to our ability to deliver effective projects in the future.

Related was founded on affordable housing and is today one of the largest developers and preservationists of affordable housing in the nation. Related is among the largest developers of affordable housing on the West Coast, constituting over 80% of our completed work. Virtually all of our completed affordable homes were financed using federal low income housing tax credits in combination with other government sources of funding such as RAD, HUD Mixed-Finance, Project-Based Vouchers, Project Based HUD-VASH, HOME, MHSA, AHSC, IIG, MHP, VHHP, AHP and LA County funds. **This remarkable range of experience means we are well-versed in leveraging public funding sources and navigating the regulatory complexities** that come with them.

As noted above, parent company and guarantor, **The Related Companies, L.P. is one of the largest privately held real estate companies in the nation**. This strong financial backing, in addition to the strength of our development track record, allows us to secure the best possible terms and pricing for tax credit equity as well as debt. This history of success and the strength of our relationships with lenders and investors mean Related is able to maximize debt and equity sources, enabling us to fully leverage the investments of our local agency partners.

Related has extensive experience in **public-private partnerships and developing multifamily affordable housing** under Disposition and Development Agreements with cities, housing authorities and redevelopment agencies. We have deep experience in layering local gap financing with tax credits, and with developing affordable housing on land leased from housing authorities and other public agencies. As each development is unique we have also frequently custom tailored our services and the structure of our public sector partnerships in creative solutions to the specific challenges at hand.

As can be verified by visiting any of our developments, reviewing the included project examples, and/or contacting provided references, **Related consistently delivers top quality developments that are assets to the communities in which they are built**. We also have an impeccable track record for bringing projects in on time and within budget. This track record is attributable to the strength of our internal team which includes industry veterans in every discipline of the real estate development process ranging from planning, entitlements, architecture, cost estimation, finance, construction management, development project management, asset management and property management. The breadth of our in-house capabilities allows us to take a fully integrated approach to project planning, budgeting and scheduling. Issues are resolved early on in the planning process, minimizing surprises that can impact budget and schedule later on.

The following are a few samples of Related's **completed affordable housing projects in the Los Angeles region and San Gabriel Valley.** Additionally, While at Domus Development, Meea Kang worked on two affordable housing projects in El Monte with Robert Lindley, Chris Lee, and Howai Lai of YHLA Architects who now work at Studio T-Square (STS).

The Curve @ West Angeles

Affordable, Mixed-Use, Transit-Oriented Senior Development

Total Units:	70 Affordable Apartments
Location:	5414 Crenshaw Boulevard Los Angeles, CA 90043
Funding Source(s):	9%, LAHD
Total Development Cost:	$28,043,570
Completion Date:	September 2019
Key Features / Awards:	Green Point Rated 2020 SCANPH Best Senior Housing Development

Located on a 0.52 acre site along Los Angeles' historic Crenshaw Corridor and adjacent to a Metro rail line, The Curve @ West Angeles is an affordable, mixed-use, transit-oriented development with 69 apartments for low and very-low income seniors. Each unit features a fully-equipped gourmet kitchen with EnergyStar refrigerator, stove, and oven, some paid utilities, and deck or patio. Amenities include a rooftop terrace, outdoor central courtyard, gated reserved parking, on-site laundry facility, community room with kitchen, bike lockers and bike repair room. The Curve is a joint venture with West Angeles Community Development Corporation, who provides on-site social services. The development is an integral piece of the Crenshaw Corridor revitalization. Located adjacent to a METRO Light Rail line, sound-mitigating features such as windows with high sound transmission class rating and an internal courtyard buffered from the street by the building itself were employed.

INCOME LEVEL	BEDROOM TYPE STUDIO	1BR	2BR	TOTAL UNITS
30% AMI	3	4	-	7
40% AMI	4	7	-	11
45% AMI	4	7	-	11
50% AMI	6	8	-	14
60% AMI	7	19	-	26
Manager's	-	-	1	1
Total	**24**	**45**	**1**	**70**









Ocean Avenue South
Belmar Apartments

Mixed-Use, Mixed-Income Development

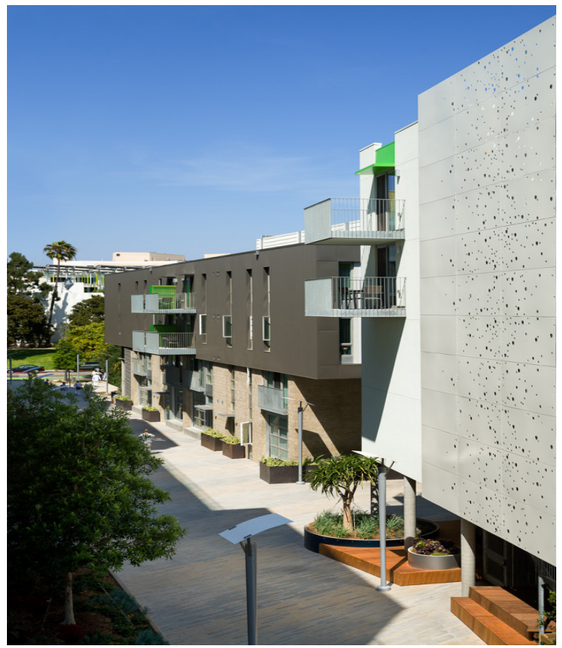
Total Units:	158 Luxury Condos 160 Affordable Apartments 20,000 Square Feet Retail
Location:	1725 Ocean Avenue Santa Monica, CA 90401
Funding Source(s):	4%
Total Development Cost:	$67,000,000
Completion Date:	December 2014
Awards:	2016 ULI Gold Award for Excellence 2016 The Chicago Athenaeum Museum of Architecture and Design American Architecture Award – Best New Building Designed by American Architect 2016 PCBC Gold Nugget Grand Award – Best Affordable Housing Community 2015 PCBC Gold Nugget Grand Award of Merit – Residential Community of the year 2015 LABC 45th Annual Architectural Awards – Best Housing Award 2011 LABC Architectural Award – Best Design Concept

A public-private partnership with the City of Santa Monica and Community Corporation of Santa Monica, Ocean Avenue South is the first major residential development located on Ocean Avenue in more than two decades and the largest affordable housing development supported by City financing. Developed on a 3-acre, city-owned property as a key component of the Civic Center Specific Plan, this LEED Silver development is an urban mix of luxury condominiums and affordable apartments combined with 20,000 square feet of retail and restaurants, including walkable plazas and gardens. Ocean Avenue South demonstrates a successful mixed-income development with very low income apartments constituting 50% of the overall residential units side by side with for sale market rate condominiums. Ocean Avenue South became the linchpin of the revitalization of Santa Monica's Civic Core by reactivating a previously dead area with a high density urban master planned development.

INCOME LEVEL	BEDROOM TYPE STUDIO	1BR	2BR	3BR	TOTAL UNITS
30% AMI	4	10	20	24	58
50% AMI	-	9	17	21	47
60% AMI	6	9	17	21	53
Manager's	-	-	2	-	2
Total	**10**	**28**	**56**	**66**	**160**







Parkside Family Apartments

Affordable, Permanent Supportive Housing Development

Total Units:	62 Affordable Apartments 21 Permanent Supportive Housing Units
Location:	944 W. Holt Avenue Pomona, CA 91768
Funding Source(s):	9%, MHSA
Total Development Cost:	$20,700,000
Completion Date:	March 2016
Key Features / Awards:	Green Point Rated Gold 2016 PCBC Gold Nugget Award of Merit – Best Affordable Housing Community

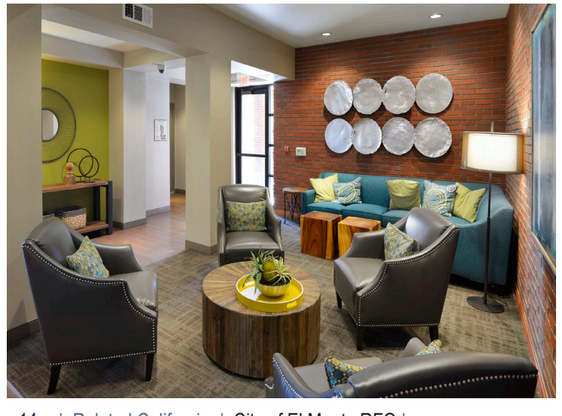
Parkside Family Apartments is an affordable and supportive housing development with 21 units reserved for individuals who are homeless or at risk of homelessness and have a diagnosed severe mental illness. Tri-City Mental Health Authority provides on and off-site services including intensive case management, benefits advocacy, mental health and substance abuse services, physical health services and occupational and employment services. The unique public-private partnership between Related California, Tri-City Mental Health Authority, City of Pomona and Shield of Faith Economic Development allowed for the transformation of a neglected property into a high-quality affordable development. Parkside Family Apartments plays an integral role in addressing homelessness and providing much needed affordable housing in the area. Common area amenities include a community center with multiple lounges, media center, computer room, tot lot, outdoor picnic area and onsite laundry facilities.

INCOME LEVEL	BEDROOM TYPE 1BR	2BR	3BR	TOTAL UNITS
30% AMI	2	3	2	7
40% AMI	4	6	4	14
50% AMI	6	11	8	25
60% AMI	4	6	5	15
Manager's	-	1	-	1
Total	**16**	**27**	**19**	**62**









La Kretz Villas

Affordable, Permanent Supportive Housing Development

Total Units:	49 Permanent Supportive Housing Units
Location:	335 N. Juanita Avenue Los Angeles, CA 90002
Funding Source(s):	9%
Total Development Cost:	$12,081,000
Completion Date:	February 2012
Award:	2012 PCBC Gold Nugget Best Affordable Project under 30 du/acre

A strategic partnership with PATH Ventures, one of the area's most experienced homeless services providers, La Kretz Villas transformed a vacant lot in Los Angeles into a vibrant new supportive housing community with modern efficiency apartments, community space and social services offices. The units and common areas were designed to foster community amongst residents as well as provide independent living with supportive services, including access to one-on-one case management, a job center, adult education resources, substance abuse counseling, and a free health clinic. La Kretz Villas is a prime example of the Housing First Model. La Kretz Villas is located one block from the PATH Mall.

INCOME LEVEL	BEDROOM TYPE STUDIO	2BR	TOTAL UNITS
30% AMI	25	-	25
40% AMI	18	-	18
50% AMI	5	-	5
Manager's	-	1	1
Total	**48**	**1**	**49**









Pueblo del Sol Master Plan

Mixed-Use, Affordable Family Development

Total Units:	377 Affordable Apartments 93 For Sale Single-Family Homes
Location:	1400 Gabriel Garcia Marquez Street Los Angeles, CA 90033
Funding Sources:	9%, HOPE VI
Total Development Cost:	$69,943,000
Completion Date:	February 2004
Awards:	2006 ULI Award of Excellence – Superior Design, Relevance to Issues & Needs, Resourceful Land Use 2005 PCBC Gold Nugget Award of Merit – Best Affordable Housing 2005 ULI Global Award for Excellence 2004 PCBC Gold Nugget Award of Merit – Best Infill Site Plan 2002 PCBC Gold Nugget Award of Merit – Best On The Boards Site Plan

Pueblo del Sol is a HOPE VI Master Development project that previously consisted of 685 units of public housing in downtown Los Angeles. The Los Angeles Housing Authority received a HOPE VI grant and selected the team of the Related Companies of California and McCormack Baron Associates as Master Developers of the site. The $69.9 million project involved the master planning of the 35-acre site into 469 residential units. Residential phases are grouped around an existing elementary school and commercial/retail located along First Street. Pueblo Del Sol was designed to market standards with families in mind. Large kitchens, ample storage spaces, garages and family-oriented open space made it a superior product compared to other options in the market. Master Plan Development includes two affordable rental phases and one affordable homeownership phase. Both rental phases and the homeownership phase consist of both public housing units and tax credit units. In 2020, Related worked in partnership with HACLA to refinance Pueblo Del Sol to convert all Public Housing units to Tax Credit units under the RAD program.

INCOME	BEDROOM TYPE			TOTAL
LEVEL	2BR	3BR	4BR	UNITS
30% AMI	65	57	16	138
35% AMI	8	7	3	18
40% AMI	8	7	3	18
45% AMI	8	7	3	18
50% AMI	37	32	10	79
60% AMI	45	42	17	104
Manager's	2	-	-	2
Total	**173**	**152**	**52**	**377**







Via 401 + 425 Apartments

Affordable, Mixed-Use Development

Total Units:	105 Affordable Apartments Phase I • 65 units / Phase II • 40 units
Location:	401 East Carson Street Carson, CA 90745
Funding Source(s):	9%
Total Development Cost:	Phase I • $20,811,146 Phase II • $16,291,945
Completion Date:	Phase I • June 2012 Phase II • January 2015
Key Features / Awards:	Green Point Rated

VIA is an affordable apartment community, developed in two phases that has revitalized a formerly vacant, city-owned lot within the Carson Street corridor, one of the City of Carson's major thoroughfares. Phase I, VIA 425, included 65 new apartment homes for families as well as on-site amenities for residents such as a 3,000 square foot community center that hosts social services such as after school programs and adult educational classes, computer room, fitness room, children's play area, laundry facilities. VIA 401, which completes the development with 40 new units, is located across a private drive from the first phase. The clean lines, careful massing and solid materiality of the contemporary California architecture reinforce an urban edge along Carson Street that creates a vibrant street environment and encourages pedestrian activity. Organized around an internal, central drive, which serves as the formal entry as well as garage and fire access, the plan places three and four-story townhouses on the main street and lower two-story units facing the adjacent single family neighborhood at the back. An interior courtyard provides a landscaped space for large families with children to enjoy the outdoors in a secure urban setting. The building is green point rated.

PHASE I	INCOME	BEDROOM TYPE			TOTAL
	LEVEL	1BR	2BR	3BR	UNITS
	30% AMI	2	3	2	7
	40% AMI	2	7	4	13
	50% AMI	5	13	8	26
	60% AMI	2	10	6	18
	Manager's	1	-	-	1
	Total	**12**	**33**	**20**	**65**

PHASE II	INCOME	BEDROOM TYPE			TOTAL
	LEVEL	1BR	2BR	3BR	UNITS
	30% AMI	-	2	2	4
	40% AMI	2	4	2	8
	50% AMI	3	8	5	16
	60% AMI	3	6	3	12
	Total	**8**	**20**	**12**	**40**







Tyler Court

Affordable, Senior Development

Total Units:	20 Affordable Apartments
Location:	3348 Tyler Avenue El Monte, CA 91731
Funding Source(s):	9%, HOME
Total Development Cost:	$5,724,034
Completion Date:	January 2014
Key Features / Awards:	Certified LEED Platinum

Tyler Court provides 20 units of affordable senior housing in El Monte. This 15,000 square foot site was formerly home to a foreclosed stalled development that was a blighted eyesore along a popular commercial strip. Meea Kang was a co-founder and President of Domus Development. She worked closely with the City of El Monte to develop an architectural and financing plan that would create a high-quality development – quickly. By leveraging tax credits with HOME funds, Meea Kang was able to replace the neighborhood eyesore with a certified LEED Platinum craftsman-style building. Designed by Robert Lindley and Howai Lai whom were then working with YHLA Architects, the housing development features community room, terrace, and solar panels integrated into awnings, carports, and roof well. Additional green features include drought-tolerance landscaping, high efficiency drip irrigation, and permeable pavers that filter stormwater and reduce pollutants.

INCOME LEVEL	BEDROOM TYPE 1BR	2BR	TOTAL UNITS
30% AMI	1	1	2
40% AMI	3	1	4
50% AMI	7	1	8
60% AMI	5	-	5
Manager's	-	1	1
Total	**16**	**4**	**20**







Garvey Court

Affordable, Mixed-Used Senior Development

Total Units:	68 Affordable Apartments
Location:	3348 Tyler Avenue El Monte, CA 91731
Funding Source(s):	9%, NSP
Total Development Cost:	$21,413,511
Completion Date:	August 2012
Key Features / Awards:	Certified LEED Platinum

Garvey Court represents the first mixed-use development and the first LEED-certified building ever built in the City of El Monte. The Project replaces a vacant, blighted site located along a major transportation corridor with 68 residential units for low-income seniors. The LEED Platinum building includes a comprehensive health and wellness center, a landscaped courtyard with public art fixtures, and commercial space on the ground floor. The residential units are restricted to seniors aged 55 and older, with 100% of the units restricted to tenants with incomes at or below 50% of the Area's Median Income. The project leveraged 9% and Neighborhood Stabilization Program (NSP) funds. The project has partnered with the Cleaver Family Wellness Center and have built a clinic to offer comprehensive social, recreational, and supportive services for the residents of Garvey Court. Meea Kang was a co-founder and President of Domus Development and she oversaw the development. Additionally, Meea Kang worked closely with architects Robert Lindley and Howai Lai, whom, at the time, worked for YHLA Architects.

INCOME LEVEL	BEDROOM TYPE 1BR	3BR	TOTAL UNITS
40% AMI	13	-	13
50% AMI	54	-	54
Manager's	-	1	1
Total	**67**	**1**	**68**











Pueblo del Sol, Los Angeles

03 DEVELOPMENT PORTFOLIO

03 DEVELOPMENT PORTFOLIO

03-A Related California Portfolio

In the previous section, we highilghted a few **completed and award-winning affordable housing** developments in Los Angeles County. To showcase Related's breadth of experience in developing affordable housing, below is a list of **Related California's portfolio in Los Angeles County** that is **in predevelopment and in construction**.

Project	Completed	Location	County	Total Units	Affordable Units	Market Rate Units	Housing Type	Financing	TDC	Related Staff
Vista Alicante	1995	La Mirada	Los Angeles	84	84		Affordable Senior	9%	$8,090,000	Steve Sherman
Vista Angelina	1995	Los Angeles	Los Angeles	108	108		Affordable Family	4%	$16,765,000	Steve Sherman
Harbor Village	1998	Harbor City	Los Angeles	400	400		Affordable Family Masterplanned Dev Mixed Use Public Housing	4%	$55,000,000	Bill Witte
Somerset Glen	1999	La Mirada	Los Angeles	161	161		Affordable Senior	4%	$13,600,000	Steve Sherman
Northpointe	2003	Long Beach	Los Angeles	528	528		Affordable Family	4%	$52,000,000	Steve Sherman
Pueblo del Sol I (AKA Aliso Village I)	2005	Los Angeles	Los Angeles	201	201		Affordable Family Masterplanned Dev Public Housing Transit-Oriented	9% | HOPE VI	$35,568,000	Bill Witte
Pueblo del Sol	2005	Los Angeles	Los Angeles	176	176		Affordable Family Masterplanned Dev Public Housing Transit-Oriented	9% | HOPE VI	$34,375,000	Bill Witte
Hikari	2007	Los Angeles	Los Angeles	128	26	102	80/20 Mixed Income Mixed Use	4%	$44,000,000	Bill Witte
Tivoli Plaza	2008	Pomona	Los Angeles	63	63		Affordable Family Intergenerational	9% | Conventional	$16,317,000	Bill Witte
Shield Village	2008	Pomona	Los Angeles	27	27		Affordable Family Intergenerational	9%	$6,993,000	Bill Witte
Sakura Crossing	2009	Los Angeles	Los Angeles	230	46	184	80/20 Masterplanned Dev Mixed Use Mixed Income Transit-Oriented	4%	$73,358,000	Bill Witte
The Century	2010	Century City	Los Angeles	140		140	Market Rate	Coventional	$598,069,000	Bill Witte
Olive Street Preservation	2010	Los Angeles	Los Angeles	309	309		Affordable Senior Mixed Use Transit-Oriented	4%	$76,000,000	Bill Witte
La Kretz Villas	2012	Los Angeles	Los Angeles	49	49		Affordable Family SRO	9%	$12,081,000	Frank Cardone
Via 425 Apartments	2012	Carson	Los Angeles	65	65		Affordable Family	9%	$20,811,146	Frank Cardone
Vista Angelina Resyndication	2013	Los Angeles	Los Angeles	108	108		Affordable Family	4%	$22,878,292	Frank Cardone
Vista Crest/Parkside Place	2013	Sylmar	Los Angeles	60	60		Affoardable Family Affordable Senior Intergenerational Masterplanned Dev Transit-Oriented	9%	$20,700,000	Frank Cardone
Belmar Apartments	2014	Santa Monica	Los Angeles	160	160		Affrodable Family Masterplanned Dev	4%	$67,000,000	Bill Witte

Project	Completed	Location	County	Total Units	Affordable Units	Market Rate Units	Housing Type	Financing	TDC	Related Staff
Ocean Avenue South- The Waverly	2014	Santa Monica	Los Angeles	65		65	Market Rate Family Masterplanned Dev Mixed Use	Coventional	$125,000,000	Bill Witte
Ocean Avenue South- Seychelle	2014	Santa Monica	Los Angeles	93		93	Market Rate Family Masterplanned Dev Mixed Use	Coventional	$175,000,000	Bill Witte
The Emerson	2014	Los Angeles	Los Angeles	271	54	217	80/20 Family Masterplanned Dev Mixed Use Mixed Income Transit-Oriented	4% | Conventional	$118,000,000	Bill Witte
Harbor Village	2014	Harbor City	Los Angeles	400	400		Affordable Family Public Housing	4%	$64,798,000	Frank Cardone
Via 401	2015	Carson	Los Angeles	40	40		Affordable Family	9%	$16,291,945	Frank Cardone
Parkside Family Apartments	2016	Pomona	Los Angeles	62	62		Affordable Family	9% | MHSA	$20,700,000	Frank Cardone
Three Oaks	2017	Santa Clarita	Los Angeles	30	30		Affordable Family	9%	$16,648,848	Frank Cardone
Argyle House	2018	Hollywood	Los Angeles	114		114	Market Rate Family	Coventional	$80,050,000	Frank Cardone
The Curve at West Angeles	2019	Los Angeles	Los Angeles	70	70		Affordable Senior	9%	$28,043,570	Rose Olson Jennifer Ing-aram
Rose Hill Courts I	In Construction	Los Angeles	Los Angeles	89	89		Affordable Family Public Housing Workforce	4% AHSC | IIG PBS8 | RAD	$64,257,767	Rose Olson Jennifer Ing-aram
Pueblo del Sol I Resyndication	Rehab	Los Angeles	Los Angeles	201	201		Affordable Family	4% | PBS8 | RAD	$64,175,361	Rose Olson* Jennifer Ing-aram*
Pueblo del Sol II Resyndication	Rehab	Los Angeles	Los Angeles	176	176		Affordable Family	4% | PBS8 | RAD	$50,389,484	Rose Olson* Jennifer Ing-aram*
The Grand	In Construction	Los Angeles	Los Angeles	436	88	348	80/20 Family Masterplanned Dev Mixed Use Mixed Income Transit-Oriented	4% | Conventional	$36,193,000	Bill Witte
Chapel Avenue Apartment	Predevelopment	Alhambra	Los Angeles	44	44		Affordable Family Special Needs	9% | PBS8	$31,591,427 (estimate)	Rose Olson Jennifer Ing-aram
San Gabriel RFQ	Predevelopment	San Gabriel	Los Angeles	100	100		Affordable Intergenerational Special Needs	9% | PBS8	$35,000,000 (estimate)	Rose Olson Meea Kang Jennifer Ing-aram
600 San Pedro / 600 San Pedro 2	Predevelopment	Los Angeles	Los Angeles	302	302		Affordable Family Mixed Use PSH	4% NPLH | MHP | AHP PBS8	$197,810,000 (estimate)	Rose Olson* Jennifer Ing-aram*
Rose Hill Courts II	Predevelopment	Los Angeles	Los Angeles	96	96		Affordable Family Public Housing	4% | PBS8	$81,000,000 (estimate)	Rose Olson Jennifer Ing-aram
Total	**40**	**40**		**5586**	**4323**	**1263**				

* Worked on project during predevelopment phase

03-B Current Development Pipeline

Related has a number of **transformative developments underway in Southern California**. Each is an example of the type of development that could be built in the City of El Monte. A few examples of **recent prominent P3 projects** currently in predevelopment and under construction are highlighted below.

Rose Hill Courts Redevelopment

Family Affordable Development

Total Units:	185 Affordable Apartments Phase I • 89 units Phase II • 96 units
Location:	4466 Florizel Avenue Los Angeles, CA 90032
Total Development Cost: (Including land)	Phase I • $64,257,767 Phase II • $81,000,000 (estimated)
Project Status:	Phase I • Construction Phase II • Predevelopment
Related Staff:	SVP Rose Olson Project Manager Jennifer Ing-aram

Rose Hill Courts is the result of a Request for Qualifications issued by the Housing Authority of the City of Los Angeles (HACLA). Related was selected in a competitive process to work in partnership with HACLA to find solutions for the redevelopment of Rose Hill Courts, an aging 100-unit public housing project built by HACLA in 1942. After numerous feasibility studies and extensive community outreach, Related proposed a new, two-phase development to replace the existing housing. Related worked through complex entitlements to obtain approval for the new project, including an Environmental Impact Report, approval from the State Historic Preservation Officer, and a Public Benefit/Density bonus land use approval. The first phase was located so that only 12 existing households would need to move off site during its construction. All of the current public housing residents on site will have the right to return to Phase I when it is complete. Rose Hill Courts I received an award of tax credits in December 2020 and construction began in June 2021. Phase II will begin construction once Phase I is complete. When complete, Rose Hill Courts will include 185 new units, in 9 buildings, with a large central green space and new community center, with space for management, social services and community meeting space.







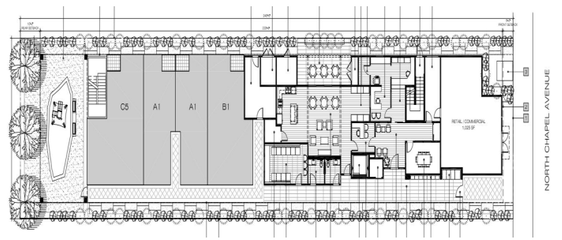
Chapel Avenue Apartments

Affordable, Mixed-Used, Mixed-Income Development

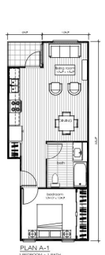
Total Units:	44 Affordable Apartments
Location:	103 North Chapel Avenue Alhambra, CA 91801
Total Development Cost:	$31,591,427 (estimated)
Project Status:	Predevelopment
Related Staff:	SVP Rose Olson PM Jennifer Ing-aram

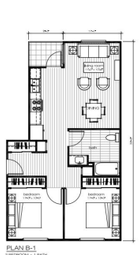
In February 2021, the City of Alhambra selected Related as the winning respondent to a City-issued Request for Proposals for site located at 103 N Chapel Ave constituting approximately 0.31 acres. The site is currently in use as an overflow surface parking area to the north of the parking structure. Related intends to develop a 44-unit 100% affordable housing development on the surface parking area to the north of an existing parking structure. The residents of the project will be able to utilize the existing City public parking structure for any City-required residential parking. The project will also consist of 22 units targeted for the Special Needs population. The project consists of 5 stories with a covered play structure located on the ground floor at the rear for privacy and security. The ground floor will also include a 1,025 square feet retail/commercial space. A laundry facility will be provided on-site. Common area on first floor includes property management offices, social service provider (case manager) office, and community room. The fifth floor will include a roof terrace where tenants can enjoy open space.





INCOME LEVEL	BEDROOM TYPE STUDIO	1BR	2BR	3BR	TOTAL UNITS
30% AMI	7	14	1	2	24
50% AMI	-	-	4	5	9
60% AMI	-	-	5	5	10
Manager's	-	-	1	-	1
Total	**7**	**14**	**11**	**12**	**44**









San Gabriel Project

Affordable, Intergenerational Development

Total Units:	50 Affordable Apartments
Location:	405 South Del Mar Avenue San Gabriel, CA 91776
Total Development Cost:	$35,000,000 (estimated)
Project Status:	Predevelopment
Related Staff:	SVP Rose Olson SVP Meea Kang PM Jennifer Ing-aram

In January 2020, Related was chosen by the City of San Gabriel ("City") through a competitive bidding process to develop the City's very first affordable housing project located at 405 S Del Mar Ave constituting approximately 1.37 acres. The site is currently a vacant industrial land. The site was most recently used during the construction of the Alameda Corridor East project. Related's goal is to provide housing for a range of residents, including those most in need. As such, the Proposed Project is currently contemplated as an intergenerational project consisting of approximately 50 units in two buildings with one building serving the senior population and the second building serving families. Each building will have its own common areas that will serve the specific needs of each target population. A leasing office will be staffed by a dedicated property manager that will also live on-site.







03-C Related California Awards
Los Angeles County

110 Awards for Architecture, Design, Sustainability and Community Impact

LOS ANGELES

Year	Award	Description	Development
2020	Southern California Association of Non Profit Housing	Best Senior Housing Development	The Curve at West Angeles
2017	LA Architectural Award	Under Construction	The Argyle
2013	Rose Award	Commitment to Excellence in the Growth of DTLA	Grand Park
2012	AIA Los Angeles Design Awards	Building Team of the Year	Grand Park
2012	PCBC Gold Nugget Award of Merit	Best Affordable Project (over 30 du / acre)	La Kretz Villas
2012	PCBC Gold Nugget Award of Merit	Best Renovated or Restored Residential Project	Olive Street Preservation
2010	Building of America Award	Best in New Construction	Sakura Crossing
2009	Best of Downtown L.A. Award	L.A. Downtown News	Grand Avenue
2009	Downtowners of Distinction Award	L.A. Downtown News	Sakura Crossing
2008	Downtowners of Distinction Award	Most Notable Project	Hikari
2007	Compass Blueprint 'Livability Award'	Livability Award	Grand Avenue
2006	ULI National Award of Excellence	Superior Design, Relevance to Issues & Needs, Resourceful Land Use	Pueblo del Sol
2005	Builder's Choice Design & Planning Merit Award	Presented by Builder Magazine	Pueblo del Sol
2005	ULI Global Award for Excellence	Global Award for Excellence	Pueblo del Sol
2005	PCBC Gold Nugget Award of Merit	Best Affordable Housing (over 30 du / acre)	Pueblo del Sol
2004	PCBC Gold Nugget Award of Merit	Best Infill Site Plan	Pueblo del Sol
2002	PCBC Gold Nugget Award of Merit	Best On-The-Boards Site Plan	Aliso Village
1996	PCBC Gold Nugget Grand Award	Best Redevelopment, Rehab/Infill Site Plan	Vista Angelina
Santa Monica			
2016	PCBC Gold Nugget Grand Award	Best Affordable Housing Community (over 60 units / acre)	Belmar Apartments
2016	American Architecture Award	Best New Building Designed by American Architect	Ocean Avenue South
2016	LA Business Council Architectural Award	Best Mixed-Use Development	Ocean Avenue South
2015	American Institute of Architects CA Council	Urban Design Award	Ocean Avenue South
2016	Westside Urban Forum Design Award	Best Master Plan	Ocean Avenue South
2016	Los Angeles Business Journal	Best Mixed Use Project	Ocean Avenue South
2016	ULI Global Award for Excellence	Global Award for Excellence	Ocean Avenue South
2015	PCBC Gold Nugget Award of Merit	Best Multifamily Housing Community (over 60 du / acre)	The Waverly & The Seychelle
2015	PCBC Gold Nugget Award of Merit	Residential Housing Community of the Year	The Waverly, The Seychelle & Belmar Apts.
2015	Los Angeles Business Council Architectural Award	Best Housing Award	Ocean Avenue South
2011	Los Angeles Business Council Architectural Award	Best Design Concept - Multi-Family Market Rate	The Village at Santa Monica
2008	Westside Prize	Urban Solutions in Progress	The Village at Santa Monica
La Mirada			
2009	Beautification Award	City of La Mirada	Somerset Glen
1996	Best of Senior Housing Awards Program	National Council on Senior Housing Honorable Mention	Vista Alicante
1996	PCBC Gold Nugget Award of Merit	Best Senior Housing Project	Vista Alicante
Santa Clarita			
2014	PCBC Gold Nugget Award of Merit	Best Affordable Project (under 30 du / acre)	Vista Crest & Parkside Place
Century City			
2012	PCBC Gold Nugget Award of Merit	Best Kitchen Design	The Century

2-Time Recipient of the Urban Land Institute Global Award for Excellence

U.S. GREEN BUILDING COUNCIL LEED PLATINUM USGBC

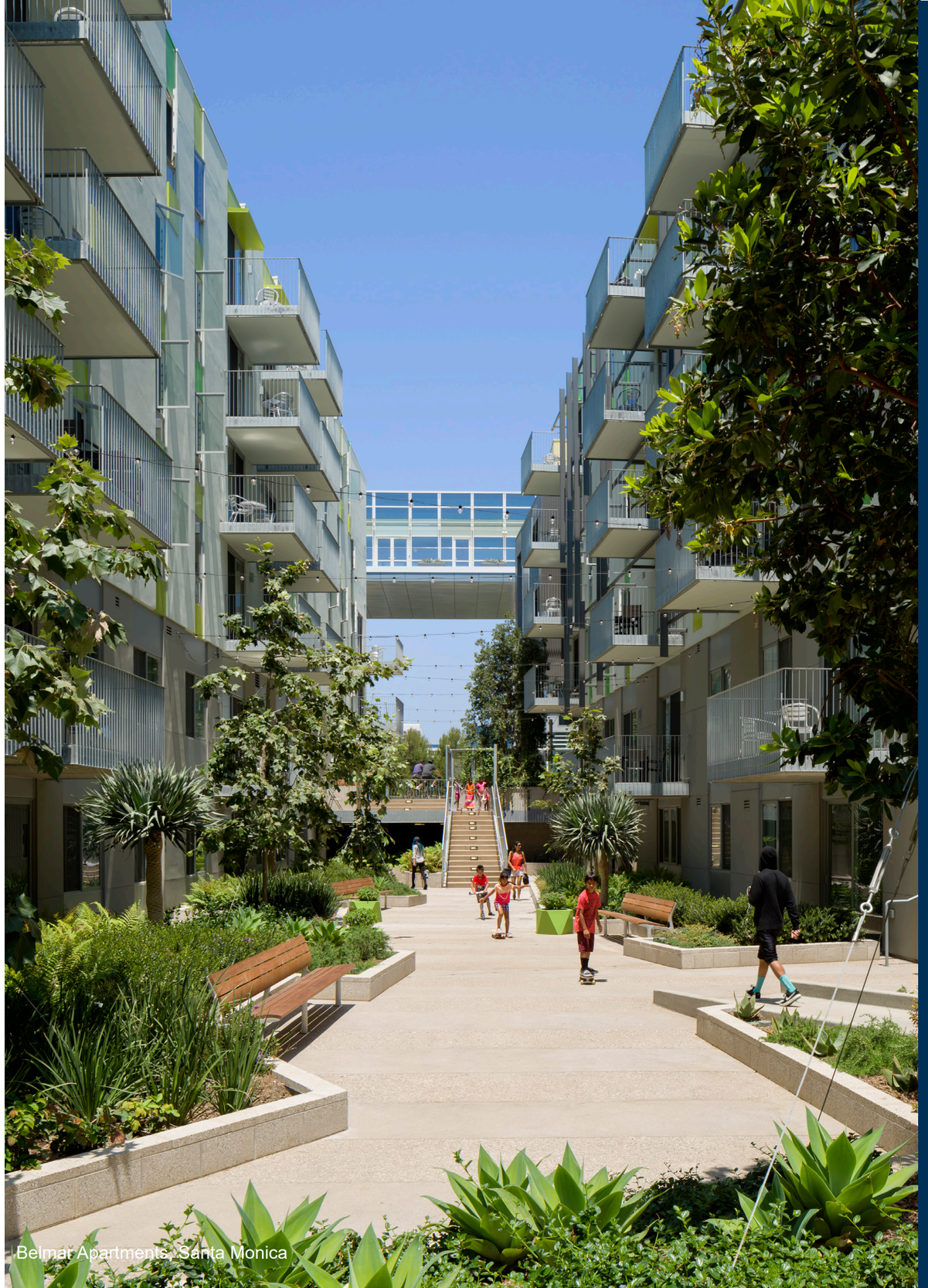
AMERICAN LIVING AWARDS 2017 WINNER NAHB

Gold Nugget AWARDS AWARD OF MERIT

RUBY 2017 AWARDS

Gold Nugget AWARDS GRAND AWARD

ULI Urban Land Institute



Belmar Apartments, Santa Monica

04 PROPOSED PERSONNEL & QUALIFICATIONS

04 Proposed Team Members

Related has **deep experience assembling and managing development teams** for projects of similar scope and magnitude as those presented in this Request for Qualifications. Given the early stage of this RFQ, we have identified the potential development team including Legal Consultant, Construction Management and Dry Utilities Consultant, Sustainability Consultant, and Social Service Provider who are **uniquely qualified to execute the proposed development**.

- **ARCHITECT:** Studio T-Square approaches each assignment dedicated to finding the best possible architectural solution for affordable and market rate properties throughout California.
- **LEGAL:** Bocarsly Emden will provide legal advice for the financing and deal structure of any mixed-income or affordable housing. Related has worked with Lance Bocarsly for over 15 years, on multiple previous projects.
- **CONSTRUCTION MANAGEMENT / DRY UTILITY:** With over 45 years of experience in construction/project management, AMJ Construction Management, Inc. will provide third-party construction management for the Project. AMJ is currently working with Related on Rose Hills Courts, a public-private partnership between Related and the Housing Authority of the City of Los Angeles.
- **SUSTAINABILITY:** As a leader in the industry, Partner Energy will be working with the design team to ensure that the Project not only meets sustainability requirements of State and other funding sources, but will also lead the project in the pursuit of LEED Platinum.
- **SOCIAL SERVICE PROVIDER:** Asian Youth Center (AYC) is a community-based 501(c)3 non-profit organization whose mission is to empower low-income, immigrant, and at-risk youth, of all communities, to overcome barriers to success through the provision of culturally and linguistically competent education, employment, and social services. We help youth succeed in school, at work, and in life. AYC provides culturally appropriate services in Cantonese, Mandarin, Vietnamese, Spanish, and English.

ADDITIONAL TEAM MEMBERS TO BE SELECTED

Due to the preliminary nature of this Request for Qualifications, we have not yet identified the General Contractor (GC) firm as we would want to work with the City of El Monte to further refine the scope and proposed project before selecting the GC. Related will competitively bid the GC contract. However, we have extensive experience working with RD Olson and Portrait Construction on numerous affordable housing projects. These are examples of the types of firms that we have worked in the past and might consider for future selection.

In affordable housing projects, Related often partners with a non-profit organization who may also be responsible for overseeing the social service component of the project and applying for the welfare tax exemption. The appropriate partner would depend on the ultimate project type and tenant population, so the non-profit partner would be selected later in the development process.

Proposed Team Information

Related believes that one of the **key ingredients of a successful development is the team**. Below is a summary of the proposed team.

RELATED CALIFORNIA • DEVELOPER
333 South Grand Avenue
Suite 4450
Los Angeles, CA 90071
(213) 984-4110
http://www.relatedcalifornia.com/
WILLIAM WITTE | Chairman and CEO | Oversight
FRANK CARDONE | President | Oversight
STEVE SHERMAN | Chief Financial Officer | Oversight
BEN FAYDOCK | SVP of Finance | Construction Draws
STEVE WRAIGHT | Director of Plan. and Architecture | Design Review
ROSE OLSON | SVP | Project Management
MEEA KANG | SVP | Project Management
JENNIFER ING-ARAM | PM | Project Management

RELATED MANAGEMENT COMPANY • PROPERTY MANAGEMENT & LEASING *
18201 Von Karman Avenue
Suite 900
Irvine, CA 92612
(949) 265-4833
JOE KROSS | Regional Vice President | Management and Leasing
• Related Management Company (RMC) is an affiliate of Related.

STUDIO T-SQAURE • ARCHITECT OF RECORD
115 Pine Avenue, Suite 425
Long Beach, CA 90802
(532) 436-3624
studiot-sq.com
CHECK TANG, AIA | President
CHRIS LEE, AIA | Principal
ROBERT LINDLEY, AIA | Principal

ASIAN YOUTH CENTER (AYC) • LEAD SERVICE PROVIDER
100 West Clary Avenue
San Gabriel, CA 91776
(626) 537-0954
MICHELLE FRERIDGE, MPA, JD | Execute Director | Oversight
ALEX BANH | Deputy Director | Oversight
ALFREDO E. MILLER | Program Director | Oversight
JESSICA FINLEY | Director of Contract Compliance, Evaluation and Learning | Oversight
MANITH THAING | Program Director | Oversight

AMJ CONSTRUCTION MANAGEMENT, INC. • THIRD-PARTY CONSTRUCTION MANAGEMENT & DRY UTILITY
7474 North Figueroa Street
Suite 250
Los Angeles, CA 90041
(323) 256-1000
www.amjcm.com
JACK WICKERSHAM, II | President | Oversight
JACK WICKERSHAM, III | Project Manager | Oversight

PARTNER ENERGY • SUSTAINABILITY CONSULTANT
680 Knox Street
Suite 150
Los Angeles, CA 90502
(888) 826-1216
https://www.ptrenergy.com/
LANCE A. COLLINS | Director of Sustainability

BOCARSLY EMDEN COWAN ESMAIL & ARNDT, LLP • LEGAL
633 West Fifth Street
64th Floor
Los Angeles, CA 90071
(213) 239-8000
LANCE BOCARSLY | Partner | Oversight

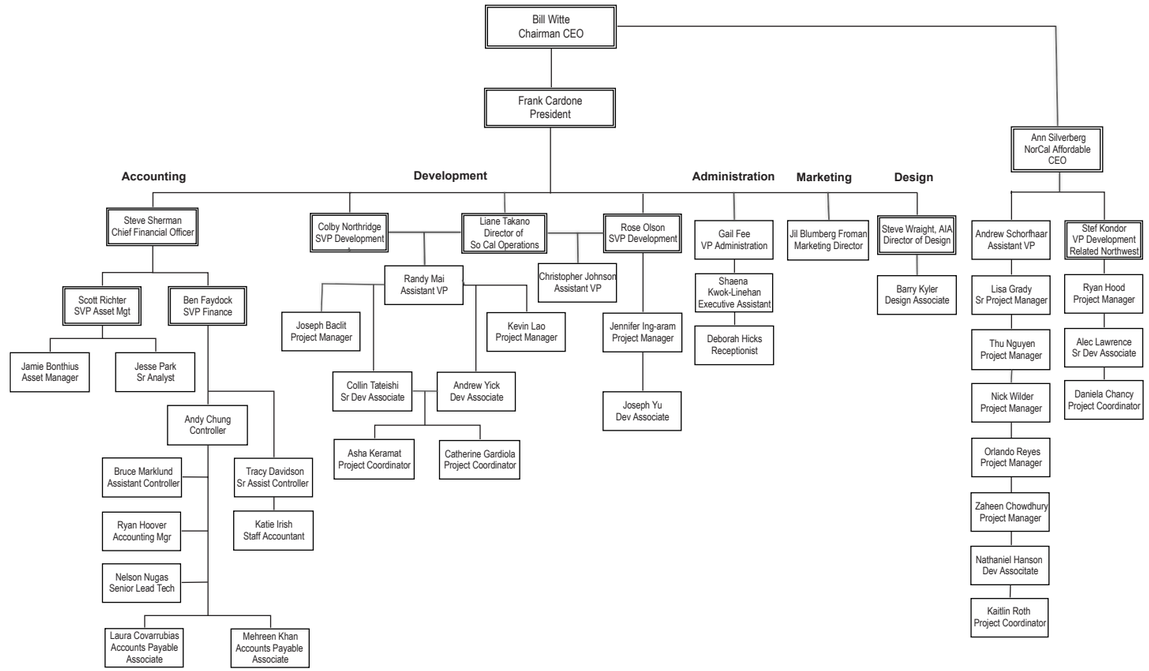
TBD • 501(c)3 NON-PROFIT CORPORATION

TBD • SAMPLE GENERAL CONTRACTOR FIRMS
PORTRAIT CONSTRUCTION | Thomas Day | CEO
RD Olson | Marc Tran | Project Executive

• Related Management Company is an affiliate of Related. None of the contractor(s) and/or subcontractor(s) are a subsidiary to any member of the development team.

04-A Related Team

As the **Lead Developer**, Related California has a team of very **experienced individuals**. Below is the organizational chart of Related California.



Related Team Resumes

Combined, the **Related Team has over 100+ years of experience developing affordable developments.** Below you will find some of the Related Team resumes.



BILL WITTE
CHAIRMAN & CEO

Mr. Witte is Chairman and CEO of Related California, one of the largest developers of urban and multifamily housing in the state, overseeing both the affordable and market rate divisions. For the past 30 years, and since the founding of Related California, he has been responsible for the strategic direction of the company, overall management of the firm, pursuit of new development opportunities and oversight of planning, financing and construction of a development portfolio of 16,000 residential units completed or under construction totaling more than $6 billion in assets, and over 1,300 affordable and 3,500 market rate units in pre-development.

Prior to founding Related California in 1989, Mr. Witte served as Deputy Mayor for Housing and Neighborhoods under Mayor Art Agnos where he oversaw all housing, development and redevelopment activities for the City of San Francisco. He was Director of Housing and Economic Development under Mayor Dianne Feinstein and served as an appointed Commissioner of the San Francisco Housing Authority.

Mr. Witte previously served as Executive Assistant to Assistant Secretary for Housing/Federal Housing Commissioner Lawrence B. Simons at HUD in Washington, as Legislative Director for the National Association of Housing and Redevelopment Officials and with the Philadelphia Office of Housing and Community Development.

Mr. Witte graduated from the University of Pennsylvania with a bachelor's degree in Urban Studies and a Master in City Planning. He is Vice-Chairman of the Lusk Center for Real Estate Advisory Board at University of Southern California and a member of the Board of Overseers of the Graduate School of Design at University of Pennsylvania. Mr. Witte serves on the Advisory Boards of the Fisher Center for Real Estate and Urban Economics Policy at the Haas School of Business at University of California at Berkeley and the Orange County Human Relations Community Partners. In addition, Mr. Witte sits on the board of the Shelter Partnership in Los Angeles.



FRANK CARDONE
PRESIDENT

As President of Related California Affordable and Chief Operating Officer of Related California, Mr. Cardone leads the company's affordable housing development division and oversees Related California's day to day operations. He leads an integrated development team that encompasses all aspects of the development process including acquisition, planning and design, deal structuring, entitlements, public and private financing, construction, and asset management. Since joining Related California in 1995, Mr. Cardone has been responsible for the development of more than 12,500 units of affordable rental housing throughout California and has played a central role in building the company's substantial affordable housing platform.

Prior to joining Related California, Mr. Cardone was a Senior Project Manager for M. David Paul & Associates, a Santa Monica based residential and commercial development company, and a Development Project Manager/Vice President for Calmark Development Corporation, a multifamily housing development company.

Mr. Cardone's technical background includes civil engineering consulting on geotechnical and foundation engineering, environmental and hazardous waste investigation, and overall general civil engineering issues. Mr. Cardone holds a Master in Civil Engineering from Stanford University and a bachelor's degree in Civil Engineering from Loyola Marymount University.



STEVE SHERMAN
CHIEF FINANCIAL OFFICER

As Chief Financial Officer, Mr. Sherman oversees the company's financial operations and arranges debt and equity for all of Related's affordable housing transactions. He also assists the Related development team in the creation of sophisticated organizational structuring and financing on mixed-income (80/20), mixed-use and multifamily for sale developments. In addition, Mr. Sherman serves as the company's Risk Manager and Senior Asset Manager, overseeing a portfolio of more than 6,000 units, and is responsible for strategic refinancing and disposition of portfolio assets, financial reporting and regulatory compliance. Prior to joining Related California in 2000, Mr. Sherman was Vice President and Chief Financial Officer of Chicago-based LR Development Company LLC, (currently Related Midwest) an affiliate of The Related Companies. Related Midwest is a leading multifamily developer in the Chicago market and one of the leading affordable housing developers in the state of Illinois.

Prior to LR Development, Mr. Sherman was a Partner in the Chicago accounting practice of Altschuler, Melvoin and Glasser LLP (currently McGladrey-Assurance Tax and Consulting) where he managed a public accounting practice focused on providing high quality tax and consulting services to real estate developers, construction contractors and high-net-worth family groups.

Mr. Sherman holds a bachelor's degree in Accountancy from the University of Illinois, Champaign/Urbana and is a Certified Public Accountant and member of the American Institute of Certified Public Accountants.



ROSE OLSON
SENIOR VICE PRESIDENT

As Senior Vice President of Development for Related California, Ms. Olson leads and manages all aspects of development and financing for Related's affordable residential developments.

Prior to joining Related, Ms. Olson was Vice President of Development & Construction for Gablecraft Homes where she oversaw all development and construction activity in Western Canada for a pipeline of more than 1,000 condominium and single-family units. As Director of Housing & Real Estate Development for West Hollywood Community Housing Corporation, Ms. Olson managed all aspects of affordable housing development, including the acquisition, entitlement and financing of senior, family and special needs housing. In the first phase of her career, Ms. Olson worked as an architect in Boston, Massachusetts on historic, adaptive-reuse and institutional projects.

Ms. Olson holds a Master of Real Estate Development from the University of Southern California and a Bachelor of Architecture from McGill University in Montreal. She is a licensed architect in California and Massachusetts, National Council of Architectural Registration Boards (NCARB) certified, and a LEED Accredited Professional (Building Design and Construction).



MEEA KANG
SENIOR VICE PRESIDENT

As Senior Vice President for Related California, Ms. Kang is responsible for business development, strategic planning and creative financing mechanisms for Related's affordable residential developments. She comes to Related with over 20 years of experience in affordable housing finance and development and has entitled and constructed more than 2,500 affordable multi-family housing units in California worth over $500 million.

Ms. Kang is an expert in navigating California's complex land use entitlement processes, forging innovative public-private partnerships, and structuring multi-layered financing bringing difficult projects to fruition. Prior to joining Related, Ms. Kang was President and Co-Founder of Domus Development, LLC, where she led the company's development activities for fifteen years.

Ms. Kang's projects have received national accolades from the U.S. Environmental Protection Agency, U.S. Department of Housing and Urban Development, American Institute of Architects, U.S. Green Building Council, and the 2014 Governor's Environmental and Economic Leadership Award, California's highest environmental honor. She has been recognized with the Sacramento CREW Nancy Hotchkiss Woman of Impact Award, Smart Growth America's LOCUS Leadership Award, Sacramento Housing Alliance Housing Innovator of the Year Award, Northern California Real Estate Woman of Influence Award, Sacramento Business Journal Women Who Mean Business Award, and the Sierra Business Council Visionary 2020 Award.

Ms. Kang serves as a Commissioner on the California Commission on Aging, appointed by Governor Brown in 2016, is a member of Lambda Alpha International and serves as a director on the boards of the California Housing Consortium, Rail~Volution, Council of Infill Builders, and the California Museum. She earned a Master of Architecture from the University of California, Berkeley and a Bachelor of Fine Arts from Cornell University.



JENNIFER ING-ARAM
PROJECT MANAGER

As Project Manger for Related California, Ms. Ing-Aram is responsible for managing all aspects of the development process, from inception through completion, with an emphasis on affordable developments located in the County of Los Angeles.

Prior to joining Related, Ms. Ing-aram was an Associate Project Manager for Meta Housing Corporation where she managed all aspects of Meta's project development, including request for proposal feedback and explanation, entitlements, structuring and securing funding applications, construction phase monitoring, permanent loan closing, and more. She has been involved with the development of more than 1,000 affordable housing units in various development phases, and as a Project Coordinator in the Asset Management unit of the Los Angeles Housing + Community Investment Department (HCIDLA), she led the transition of the Community Redevelopment Agency of the City of Los Angeles' (CRA) housing assets to HCIDLA that included more than 800 loans, 60 parcels of real estate, and 23,000 affordable housing units.

Ms. Ing-aram holds a Master in Business Administration from Pepperdine University and a bachelor's degree in Psychology and Economics from the University of California, Irvine. She recently served as Treasurer of the Thai Chamber of Commerce of California Board and remains active in the Thai community.

04-B Other Team Members

Property Management Relevant Qualifications

Since its inception in 1974, **Related Management Company ("Related Management")** has set an exceptional performance benchmark for the responsive and professional management of affordable and market rate residential communities and commercial space. As an integrated affiliate of The Related Companies, L.P., Related Management **manages over 95% of The Related Companies portfolio** and benefits from the continuity of development, finance and construction experience to achieve ownership objectives.

Related Management currently directly manages close to 400 apartment complexes with approximately 50,000 units of housing. Developments are located in California, Connecticut, Florida, Georgia, Illinois, Iowa, Massachusetts, Maryland, Michigan, Minnesota, North Carolina, North Dakota, New Jersey, New York, Nevada, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, and Wisconsin.

The California portfolio Related Management directly manages consists of 7,671 units, 6,952 of which are affordable housing units at 56 developments across 41 sites. In Los Angeles County, Related Management manages 1,790 units of affordable housing at 11 developments located on a dozen geographically diverse sites throughout Los Angeles, Pomona, Carson, and Sylmar. These properties represent a wide range of housing communities, including communities for seniors and families.

COMPLIANCE AND FISCAL RESPONSIBILITY

Related Management's mandate since 1974 has been to support ownership's objectives of implementing outstanding operations performance thereby building a reputation of excellence among our public and private partners and in the financial communities. Our goals are attained through intensive supervision and unparalleled standards of administrative, maintenance, resident service and financial planning performance.

Related Management is headquartered at 423 West 55th Street, New York, New York. All accounting operations are centrally located at 423 West 55th Street. Management company supervisory staff also located at the headquarters office consists of the Senior Vice President (EEO & FHEO Officer), Sr. Vice President of Commercial Operations, Chief Financial Officer, Vice President and Property Controller, Vice President of Engineering, Vice President of Ancillary Services, Sr. Vice President of Retail Operations, Vice President of Retail Operations, Director of Operations, Director of Business Operations, Director of Human Resources, and Director of Regulatory Administration.
Related Management also maintains regional offices in New York City; Walden, New York; East Orange, New Jersey, Chicago, Illinois; Dallas, Texas and Irvine, California. Accountability and support are critical components to this approach as each site is staffed with administrative and maintenance staff who report to a local district office.

Related Management has extensive experience with and works closely on a regular basis with the following federal, state, and local agencies: The U.S. Department of Housing and Urban Development, New Jersey Housing and Mortgage Finance Agency, New York State Housing Finance Agency, The New York State Division of Housing and Community Renewal, U.S. Department of Agriculture Rural Development, New York City Housing Development Corporation, New York City Department of Housing Preservation and Development, California Tax Credit Allocation Committee, Connecticut Housing Finance Authority, Connecticut Department of Housing, Illinois Housing Development Authority, Georgia Housing Finance Agency, Massachusetts Housing Finance Agency, as well as numerous local housing authorities, development agencies, and community organizations.


Solaira at Pavilion Park, Irvine

Over 90% of RMC's developments provide at least one affordable. Over 90% of our developments provide at least one affordable housing program resource including, but not limited to, Section 8 and RAP, low income housing tax credits ("LIHTC"), 80/20 bonds, and HOPE VI. Many properties provide for mixed income occupancy and combinations of programs. The regulations from the Internal Revenue Service and the U.S. Department of Housing and Urban Development governing properties financed with equity provided through the syndication of the LIHTC program and other subsidized sources of funds are voluminous and complex. Achieving compliance with multiple levels of regulation requires a diligent, experienced and professional management team. Related Management is proud of our record of complete compliance with the Low Income Housing Tax Credit requirements and the specific regulations of each of the numerous agencies administering regulatory programs across the country.

Related has developed an expertise in managing properties during all stages of the development process from providing input in the conceptual pre-development stage, to marketing properties during the initial lease-up period, through successfully managing stabilized properties years after construction is complete. Related Management successfully executes a full range of property management functions, including careful applicant screening and eligibility determination, rent collection, resident/management relations, maintenance and repairs, and accounting and reporting services.

This demonstrates Related Management effectively manages affordable rental units to ensure ongoing compliance with affordability requirements and long term financial solvency.

The key contact for Related Management in California is Regional Vice President Joseph Kross.

Related Management Company
Joseph Kross, Regional Vice President
18201 Von Karman Avenue, Suite 900
Irvine, CA 92612
Tel: (949) 660-0390
Fax: (949) 660-0391
Email: jkross@related.com

LEASING EXPERTISE

Related Management is proud of its title as an Institute of Real Estate Management (IREM) designated "Accredited Management Organization" (AMO) and its Regional staff that are Certified Property Managers (CPM) as recognized by the Institute of Real Estate Management. We recognize that our greatest assets are the skills of our employees and we aggressively promote human resource development through our educational reimbursement programs, comprehensive performance evaluations, and in-house training and support functions.

Related Management's track record evidences a strong capacity and ability to quickly lease completed units. Related Management has met or surpassed leasing projections for all Related California developments following new construction completion. Of the 47 existing developments in California, 98% fall below the 5% vacancy underwriting guideline.

OPERATIONS, MANAGEMENT AND STAFFING APPROACH

Related Management's responsibilities will be detailed in a management plan and management agreement. Basic responsibilities will include routine property management services such as collecting rent and leasing up, preparing income certifications, resolving tenant concerns, taking maintenance requests, handing emergency situations, qualifying new tenants, and other record-keeping and reporting responsibilities. All of these responsibilities will be managed in strict accordance with (i) government regulations (ii) tax credit compliance rules (iii) requirements of all funding sources (iv) property restrictions and (v) the management plan which includes property specific performance standards. Related Management will prepare monthly financial and other reports to Related.

Related Management will provide one on-site property manager who will reside at the site. The property manager will manage the day-to-day operations of the property. Other staff will include a maintenance technician.

PROPERTY MANAGEMENT PLAN

If selected, Related will work with the City of El Monte to draft the property management plan and all other marketing materials to be specific to this project and to incorporate the City's policies and procedure regulations, where applicable.


Vintage Crossings,Anaheim

RELATED MANAGEMENT COMPANY - SOUTHERN CALIFORNIA PORTFOLIO

Los Angeles County	
740 So. Olive Street Apts 740 South Olive Street Los Angeles, CA 90014	309-Senior Sec 8 Sec 504
Belmar Apartments 1725 Ocean Avenue Santa Monica, CA 90401	160-Multi Tax Credit
Vista Angelina 418 E. Edgeware Road Los Angeles, CA 90026	108-Multi Tax Credit Sec 504
Plummer Village 15450 Plummer Street North Hills, CA 91343	75-Senior Sec 8 Sec 504
Van Nuys (Ops and Landlord) 210 W.7th Street Los Angeles, CA 90014	299-Senior Sec 8 Sec 504
The Curve at West Angeles 5414 Crenshaw Blvd Los Angeles, CA 90043	70-Senior Tax Credit
Harbor Village 981 Harbor Village Drive Harbor City, CA 90710	400-Multi Tax Credit/PBV Sec. 8/504
VIA425 Apartments 425 East Carson Street Carson, CA 90745	105-Multi Tax Credit
South Bay Villa 13111 San Pedro Los Angeles, CA 90061	80-Family Sec 8 Sec 504
Terry Manor 3100 S. Vermont Avenue Los Angeles, CA 90007	170-Senior Sec 8 Sec 504

San Diego County	
McKinney Manor (Jean C.) 5641 Imperial Ave San Diego, CA 92114	50 - Senior Tax Credit Sec. 504
Paradise Creek Phase I and II 2120 Hoover Avenue National City, CA 91950	109- Multi T/C 92- Multi T/C Sec. 504

Orange County	
Alice Court 450 Glenneyre Street Laguna Beach CA 92651	27-Studios Tax Credit SRO
Bayview Landing 1121 Back Bay Drive Newport Beach , CA 92660	120-Senior Tax Credit
Espaira 2117 Hamal Irvine CA 92618	84-Multi Tax Credit
Luminaira 1158 Hamal Irvine, CA 92618	82-Multi Tax Credit
Luxaira Senior 1105 Hamal Irvine, CA 92618	157- Senior Tax Credit
Solaira 100 Ridge Valley Rd Irvine CA 92618	221-Senior Tax Credit
Montaira 1103 Hamal (construction) Irvine CA 92618	165-Senior Tax Credit
Arbors at Vintage/AVON I/ II/III c/o 712 E. South St, Ste 100 Anaheim, CA 92805 AVON	16 / 21 / 14-Multi Tax Credit Sec. 504
Paseo Village 1115 N. Citron St Anaheim, CA 92801	176-Multi Tax Credit Sec. 504
Vintage Crossings 712 E. South Street, Ste 100 Anaheim, CA 92805	92-Multi PBVs Sec. 504
Hermosa Village 1515 S Calle Del Mar Anaheim, CA 92802	521-Multi Tax Credit Sec. 504
Pradera Apt Homes 130 N. Citrus Ranch Rd Anaheim, CA 92805	146-Multi T/C Sec 8 Sec. 504
Citrea Apartments 336 E. Santa Fe Ave Fullerton, CA 92832	55-Multi Tax Credit
Triada Court/ Triada Village 616 N Lacy Street Santa Ana, CA 92701	114-Multi Tax Credit

Architect Relevant Qualifications

STUDIO T SQUARE

ARCHITECTURE
INTERIORS
URBAN DESIGN
PLANNING

studiot-sq.com

STUDIO T-SQUARE FIRM DESCRIPTION

Studio T-Square is a full-service architecture, urban design, and planning firm based in Oakland and Long Beach, California. The Studio T-Square team works under the leadership of veteran architects Chek F. Tang AIA, NCARB, Chris Lee, AIA, LEED AP, Seema Mhaskar, AIA, LEED AP, and William (Bill) Williams, AIA who bring years of collective professional experience to the firm. In 2019, Studio T-Square and YHLA Architects joined forces and continue to build on their decades of experience, with a well-regarded reputation for design excellence, development knowledge, and client service.

Our firm is an LBE/MBE and combined has extensive experience and long-established working relationships with a variety of city agencies. We take pride in creating vibrant and diverse community destinations through thoughtful collaboration with all stakeholders, and bringing to life sustainable and dynamic spaces.

As strong advocates for contextual and responsible design, our team has great respect for existing and emerging communities. Understanding that each of our projects is part of a larger whole, we believe in collaboration that fosters relationships to build and strengthen communities. Our team takes the same thoughtful approach to all types of projects as each contributes to the character of the built environment that we work in.

As responsible stewards of our environment, we are dedicated to the principles of smart growth, transit-oriented development, and sustainable design as they address global challenge of climate change. We are engaged in every aspect of our practice, and our commitment and dedication are manifested in the genuine relationships we have built with our clients and the nurturing of our team of emerging architects. Because of that, STS has become a leading designer in projects ranging from urban plazas to commercial centers; from historic renovations to urban infill mixed-use developments; and from luxury condominiums to affordable housing. Regardless of project size, our goal is to achieve design excellence while delivering projects on time and on budget. This philosophy has earned us a roster of fulfilled and repeat clients including Satellite Affordable Housing Associates, Related California, Domus Development, The Core Companies, East Bay Asian Development Corporation, Mid-Pen Housing, and CRP Affordable Housing and Community Development.

Studio T-Square is fully committed to and has an extensive experience in the development of affordable housing, having completed over 1,000 units with another 750+ units currently in development. These projects serve diverse populations throughout California including our at-risk workforce, low-income families, seniors, veterans and people with special needs. As a team we have completed over 15 affordable communities and currently have 7 additional communities that are actively underway. We are driven to help solve our housing crisis by providing project leadership, advocacy, and community-responsive design.

PROFESSIONAL AFFILIATIONS, CERTIFICATIONS & AWARDS

ARCHITECTURE
INTERIORS
URBAN DESIGN
PLANNING

- Studio T-SQ., Inc.
  EIN#27-2168061
- Oakland Local Business Enterprise, Est. 2010 (LBE)
- Certified Minority Business Enterprise (MBE)
- Number of years in business: 12
- Number of Employees: 38
- Number of Licensed Architects: 11
- Number of certified planners: 1

AFFILIATIONS

- SPUR
- Bay Area Council
- East Bay Housing Organization
- AIA East Bay

studiot-sq.com

AFFORDABLE HOUSING AWARDS

- Kings Beach Housing
  - AIA / HUD Secretary's Housing and Community-Informed Design Award, Department of Housing and Urban Development / American Institute of Architects
  - GEELA, Governor's Environmental & Economic Leadership Award
  - Green Building Superheroes Award, U.S. Green Building Council
  - Golden Nugget Grand Award: Judges Award of Excellence Best Responsive Design – Special Needs Housing, Pacific Coast Builders Conference
  - Best in the Basin Award, Tahoe Regional Planning Agency
- Temple Arts Loft
  - Preservation Design Award, California Preservation Foundation
  - Growing Smarter Together: Urban Design Award, Association of Bay Area Governments
- La Valentina North
  - National Award for Smart Growth Achievement, U.S. Environmental Protection Agency
  - Golden Nugget Grand Award: Best Sustainable Residential Community, Pacific Coast Builders Conference
- Lincoln Court
  Best Affordable Residential Award Finalist, San Francisco Business Times
- Tyler Court
  LEED Platinum Certification, U.S. Green Building Council
- Garvey Court
  LEED Platinum Certification, U.S. Green Building Council



Kings Beach Housing, Kings Beach



Temple Arts Loft, Vallejo



La Valentina North, Sacramento

- PCBC Award of Merit, Savoy at Kifer Road, Sunnyvale, CA, 2021
- PCBC Award of Merit, The Dean, Mountain View, CA, 2021
- PCBC Award of Merit, Luxelake Multi-Density Eco-Resort, Chengdu, China, 2021
- PCBC Golden Nugget Grand Award, Shanghai Qidong Coast Education and Tourism Town, Qidong, China, Doowin Group, 2021
- PCBC Gold Nugget Grand Award, Warm Springs Master Plan, Fremont, CA, 2019
- PCBC Gold Nugget Grand Award, Luxelake Y-5, Chengdu, China, 2017
- PCBC Gold Nugget Merit Award, Sanya Beauty 5, Sanya, China, 2017
- PCBC Gold Nugget Merit Award, Biltmore Clubhouse, Cupertino, CA, 2017
- PCBC Gold Nugget Merit Award, Lafayette Condos, Lafayette , CA, 2015
- AIA National Award, Bridge Court, Emeryville, CA
- ULI National Award , Fruitvale Transit Village, Fruitvale, CA
- PCBC Golden Nugget Grand Award, Channel Park Condominium, San Francisco, CA
- PCBC Gold Nugget Merit Award, Biltmore Clubhouse, Cupertino , CA, 2015
- China Guangxia Grand Prize, Sanya Bay Beauty Lot 5, China, 2014
- PCBC Golden Nugget Grand Award, Park Terrace, San Francisco, CA
- PCBC Golden Nugget Grand Award, Luxehills Residential, China, 2010
- PCBC Golden Nugget Merit Award, Goldtime Yingkou Community, China, 2010
- PCBC Golden Nugget Grand Award, Luxehills Phase II Master Plan, China, 2010



Savoy at Kifer Road, Sunnyvale



Biltmore Clubhouse, Cupertino



The Dean, Mountain View



CHEK F. TANG
AIA, NCARB
EXECUTIVE PRINCIPAL

Chek F. Tang, AIA, NCARB, is a veteran architect and urban designer with a passion for and commitment to building livable communities that reflect the fundamental values of smart growth and sustainability, collaboration and community. He has led significant urban design projects both internationally and throughout the Bay Area, including community planning, transit-oriented development and mixed-use buildings. He believes in a strong collaborative relationship between the client, community, and a multi-disciplinary design team. He also has a deep appreciation for the challenges facing both the private and public sectors, and so embraces a balanced approach in addressing pressing global challenges.

Chek received a Master of Architecture, Cum Laude, from the Ohio State University, is actively involved in several professional organizations including the American Institute of Architects and the Urban Land Institute, and has been the recipient of numerous design and development awards.

EDUCATION
Master of Architecture, Cum Laude, Ohio State University

LICENSES & CERTIFICATIONS
California Licensed Architect C-22644

PROFESSIONAL AFFILIATIONS
- American Institute of Architects (AIA)
- San Francisco Planning and Urban Research Association (SPUR)
- Urban Land Institute (ULI)

Selected Project Experience
- Channel Park Residential, Mission Bay, San Francisco, CA
- Park Terrace Residential, Mission Bay, San Francisco, CA
- Brooklyn Basin Parcel C, Oakland, CA
- Oak to Ninth Master Plan, Oakland, CA
- Oakland Uptown Redevelopment Plan, Oakland, CA
- Fruitvale BART Transit Village, Oakland, CA
- MacArthur BART Transit Village, Oakland, CA
- Redwood City Franklin Street Area Plan, Redwood City, CA
- The Huxley, Redwood City, CA
- Franklin 200, Redwood City, CA
- Franklin 299, Redwood City, CA
- The Reserve Apartments, San Jose, CA
- Santa Clara Square, Santa Clara, CA
- Ironworks Apartments, Sunnyvale, CA
- 100 Moffett, Mountain View, CA
- 311 Matilda, Sunnyvale, CA
- Montrose Apartments, Mountain View, CA
- Pear Avenue South, Mountain View, CA
- Biltmore Clubhouse, Cupertino, CA
- Gateway at Millbrae Station, Millbrae, CA
- 1409 El Camino, Redwood City, CA
- Broadway Plaza, Redwood City, CA
- The Dean at San Antonio, Mountain View, CA
- Old Warm Springs, Fremont, CA
- Shadowbrook Clubhouse, Sunnyvale, CA
- Brio, Walnut Creek, CA
- Freedom Circle, Santa Clara, CA



CHRIS LEE
AIA, LEED AP
PRINCIPAL

Chris T. Lee, AIA, LEED AP, believes that architecture is a reflection of life and the arts. His approach stresses the importance of designing with respect to the context —integrating the environmental characteristics of the surrounding area, the influence of the local culture, and the end user's input to create designs with real value and meaning.

His passion for art and design and his experience with multiple disciplines within the design world has given him a rich perspective on the field as a whole. He has worked at several internationally renowned urban planning and architectural design firms resulting in a broad base of experience that includes everything from large-scale urban planning to intimate interior details.

Chris received a Masters Degree in Architecture from UCLA's Architectural Design program, became a California Licensed Architect in 2003, and a LEED-Accredited Professional in 2007. He also serves as member of Diablo Valley College's Architectural Advisory Board.

EDUCATION
Master of Architecture, University of California, Los Angeles

LICENSES & CERTIFICATIONS
- California Licensed Architect C-29317
- US Green Building Council LEED Accredited Professional (LEED AP)

PROFESSIONAL AFFILIATIONS
- American Institute of Architects (AIA)

Selected Project Experience
- 1001 Shoreline mixed-use development, mountain View, CA
- Brooklyn Basin Parcel C, Oakland, CA
- AvalonBay West Valley Residential, San Jose, CA
- Fairfield Warm Springs Apartments, Fremont, CA
- The Caterina Hotel, Palo Alto, CA
- Greystar Kifer Mixed-use, Sunnyvale, CA
- Garden City Mixed-use, San Jose, CA
- Ohlone Residential Development, San Jose, CA
- Mission View community, Hayward, CA
- Winchester Office, Los Gatos, CA
- The Ventana Apartments, Playa Vista, CA
- Beauty Town Resort Homes, Sanya, China
- Luxelakes Eco Resort, Chengdu, China



ROBERT LINDLEY
AIA, NCARB
PRINCIPAL-IN-CHARGE

Robert Lindley has over 36 years' experience in a wide range of project types including residential, office, commercial, industrial, research laboratory, educational, recreational and historic preservation / adaptive re-use. Joining YHLA in 1985 and Studio T-SQ in 2019, Robert has been the pivotal force behind many of YHLA's award winning projects and has designed some of the firm's most prominent and distinguished projects including Ultimar, a 400 unit coastal high-rise housing community in Clearwater Florida, Frank H. Ogawa City Hall Plaza at the Oakland Civic Center and Swan's Marketplace in Old Oakland, a project which has won numerous awards.

Robert has designed and directed the completion of a variety of projects in the Sacramento Region including the award-winning Sacramento Natural Foods Coop Market and 4-level Parking Structure, Curtis Park Court Senior Affordable Housing and the Del Rio Live-Work Lofts. A trio of innovative urban in-fill mixed-use buildings, the McCormick and Roe Buildings in Davis and the Sutter Court Building in Old Town Folsom, carefully integrate housing, commercial and office components into established downtown redevelopment districts and represent exemplary prototypes for green, transit-oriented development. Recently completed projects include a number of sustainable affordable housing and mixed use projects that extend from Sacramento to Lake Tahoe and El Monte, continuing a commitment to quality design and energy-efficient, environmentally appropriate development. New work in progress includes a 33 unit affordable housing project in Pinole, CA and a 248 unit affordable housing project across 11.62 acre site in South Lake Tahoe, CA.

Selected Project Experience

- 811 San Pablo - Family Affordable Housing, Pinole, CA
- Veterans Square - Veteran Affordable Housing, Pittsburg, CA
- 1178 Sonora Court - Family Affordable Housing, Sunnyvale, CA
- Sugar Pine Village - Family Affordable Housing, South Lake Tahoe, CA
- Curtis Park Court – Senior Affordable Housing, Sacramento, CA
- Blue Mountain Terrace – Senior Affordable Housing, Winters, CA
- Independence Plaza – Senior Affordable Housing ADA Rehab, Alameda, CA
- Sutter Place – Affordable Housing Rehabilitation, Carmichael, CA
- Tyler Court – Senior Affordable Housing, El Monte, CA
- Garden Village – Family Affordable Housing, Sacramento County, CA
- Siena Court – Senior Affordable Housing, Pittsburg, CA
- Santa Fe Commons – Family Affordable Housing, Pittsburg, CA
- Garvey Court – Senior Affordable Housing, El Monte, CA
- La Valentina North – Family Affordable Housing, Sacramento, CA
- Kings Beach Housing – Family Affordable Housing, Kings Beach, CA
- Ping Yuen Center – Senior Affordable Housing, Sacramento, CA
- Kelsey Village – Housing for the Developmentally Disabled, Sacramento, CA

*Please see Client Reference sheet for client representative contact information.

EDUCATION
Bachelor of Arts in Architecture with High Honors
University of California, Berkeley

LICENSES & CERTIFICATIONS
Registered Architect in
California: C-18214
Hawaii: 16612

NCARB Certificate Holder

PROFESSIONAL AFFILIATIONS
- American Institute of Architects (AIA)
- National Council Architectural Registration Boards (NCARB)
- City of Davis Handicap Access Standards Board of Appeals
- City of Davis Building Board of Appeals
- Village Homes Architectural Review Board (past president), Davis, California
- Bay Area Chapter A.D.P.S.R. (founding member), San Francisco Bay Area, California
- AIA California Emergency Design Assistance Team (C.E.D.A.T.), Oakland, California



HOWAI LAI
ARCHITECT, LEED AP
SENIOR PROJECT MANAGER

Howai's design approach is rooted in the belief that architecture should strike a balance between aesthetics, constructability and durability. He believes that great design on plans is the first step, and only with clear and responsive communication can the design be faithfully executed in the field. Clients and stakeholders appreciate this approach as well as his ability to listen to and understand their needs and constraints. Howai incorporates technical knowledge and code understanding into building designs that are efficient in design and durable in construction. Also, as a LEED AP, he understands that sustainable design strategies are often synonymous with good building practices that provide long-term and tangible benefits for both the owner and users.

Having Joined YHLA Architects in 2004 and Studio T-SQ in 2019, his primary responsibility is project management for affordable multi-family housing and mixed-use infill typologies. His involvement begins from initial feasibility study, through Schematic Design and Entitlements, Construction Documents, and into Construction Administration. In addition to shepherding projects through approval processes and construction, he is actively involved in sustainable design strategies and accessibility review for projects within the firm.

A few notable examples of completed work is Garvey Court, a LEED-H Platinum, 68-unit affordable senior apartment project in El Monte; La Valentina North, an 18-unit affordable family housing project that was case study with Sacramento Municipal Utility District for net-zero design in multi-family housing projects; and Tyler Court, a LEED-H Platinum, 20-unit affordable senior apartment in El Monte. His current projects under construction help provide affordable housing projects in new markets such as City of Stockton and the City of El Cajon, and establish its own presence in the booming mixed-use market in Oakland.

Selected Project Experience

- Kelsey Village – Housing for the Developmentally Disabled, Sacramento, CA
- Tyler Court – Senior Affordable Housing, El Monte, CA
- Garden Village – Family Affordable Housing, Sacramento County, CA
- Garvey Court – Senior Affordable Housing, El Monte, CA
- Anchor Village – Veterans Affordable Housing, Stockton CA
- Cornerstone Place – Veterans Affordable Housing, El Cajon CA
- Heritage Point – Family Affordable Housing, Richmond CA
- La Valentina North – Family Affordable Housing, Sacramento, CA
- 95th & International – Family Affordable Housing, Oakland CA
- Kings Beach Housing – Family Affordable Housing, Kings Beach, CA
- The Echo @ 3300 Broadway – Mid Rise Mixed-Use Infill, Oakland CA
- 459 8th Street – Mid Rise Mixed-Use Infill, Oakland, CA
- 2500 Webster – Mid-Rise Mixed-Use Infill, Oakland CA

*Please see Client Reference sheet for client representative contact information.

EDUCATION
Bachelor of Arts in Architecture
University of California, Berkeley

LICENSES & CERTIFICATIONS
Registered Architect in
California: C-34587

PROFESSIONAL AFFILIATIONS
- US Green Building Council LEED Accredited Professional



EDUCATION
Bachelor of Architecture
Carleton University, Ottawa, Ontario, Canada

LICENSES & CERTIFICATIONS
Registered Architect in Province of Ontario, Canada

Registered Architect in California

NCARB Certificate Holder

PROFESSIONAL AFFILIATIONS
- Ontario Association of Architects, Canada
- American Institute of Architects, United States

HENRY TONG
AIA, NCARB
PRINCIPAL

Henry Tong, AIA is an architect with over twenty years of experience, he has designed numerous award winning educational, institutional, high density mixed-use residential, affordable housing and transit-oriented development projects. Henry has consistently delivered the best possible architectural solution to his clients. In addition, he has a proven record of successfully navigating the complex entitlement process, gaining project approvals from development agencies for Type I, Type III and Type V construction.

As a pioneer in the architectural application of computer graphics, Henry has extensive knowledge in the integration of computer graphics software such as AutoCAD, Revit, 3DStudio and Photoshop into all areas of architectural design. A graduate of Carlton University in Ottawa, Canada, he holds a Bachelor of Architecture degree, and studied Advanced Construction Theory at Ryerson University in Toronto, Canada. Licensed as an Architect by the California Architects Board as well as by the Ontario Association of Architects in Canada, Henry is also a member of the American Institute of Architects.

Selected Project Experience
- The Residences at 442 – Market Rate Housing, Long Beach, CA
- The Crest on Seaside Way – Market rate Housing, Long Beach CA
- Broadstone Promenade – Mixed Use Housing, Long Beach, CA
- 201 PCH – Mixed-use Housing, Long Beach, CA
- 127 N Garfield – Mixed Use Housing, Monterey Park, CA
- 1430 Lincoln – Mixed-use Micro Unit Housing, Santa Monica, CA
- 3025 Olympic- Mixed -use Micro Unit Housing, Santa Monica, CA
- Chroma Community – Co-live Housing, Los Angeles, CA
- Broadway Plaza – Market rate Housing, Redwood City, CA
- 1130 Kifer Road – Market rate Housing, Sunnyvale, CA
- The Dean at San Antonio – Mixed Use Housing, Mountainview, CA
- 1409 EL Camino Real – Mixed Use Housing, Red Wood City, CA
- The Eleve on Broadway – Mixed Use Micro Unit Housing, Glendale, CA
- The Vici in Little Italy – Mixed Use housing, San Diego, CA
- The Desmond on Wilshire – Market rate Housing, Los Angeles, CA
- Urbana Apartments – Market rate Housing, San Diego, CA
- Delhi Community Center – Santa Ana, CA

PROJECT MANAGEMENT & QUALITY CONTROL

Our overall approach methodology to Project Management, Quality Control and a project's path from initiation to completion enables our projectsto be completed with respect to schedule and budget. This methodology revolves around the fact that we maintain a single point of contact for a project as well as we strive to maintain a streamlined approach to management objectives. Each project team is comprised of a Project Principal, Project Manager and a Project Architect, sometimes with only one or two people filling those roles, which further improves communication. There is always a Project Lead Designer and support design staff on each project. Tight staffing on projects enables accountability, improved quality control, and overall efficiency. Depending on the scale of the project either the Project Principal or Project Manager is responsible for interfacing with clients, for scheduling and project budgeting, and oversees design, construction, invoicing, and contract work. Staffing and project workloads are reviewed regularly, and adjustments made as required. Every project schedule contains milestones set up to avoid delays and conflicts. By using these processes and maintaining consistency with staff involvement and education we continue to produce quality project design and documentation that reflects each specific client's requirements and desires.

OUR PROCESS:

1. PARTNERING APPROACH WITH OUR CLIENTS
a. Understand our client's business practices
b. Understand our client's management practices
c. Understand our client's operations practices
    i. Management and Culture
    ii. Marketing/leasing
    iii. Move-in/ move-out
    iv. Maintenance
e. Client standards for specific products and building systems

2. TEAM CONTINUITY
a. Participation of key leaders throughout the process
    ii. Architect, including project lead and principal/director level involvement plus construction administration architect during design and construction
    iii. Client, including project lead with involvement of development, construction, and management leads
    iv. Consultants, including project lead and principal/director level involvement
    v. Contractor/construction manager
b. Participation of key supporting team throughout the process
    iii. Architect, including project planner, project architect/job captain involvement
    iv. Consultants, including project engineer involvement

3. INFORMATION SHARING AND SOLUTION CREATION
a. Architectural/Planning internal project team meetings weekly review hot topics and create solutions
b. Design studio culture of open communication and real-time review
c. Architectural/Planning leadership meetings for cross-projects, topic insights, and real-time solutions

4. REVIEWS AND ONGOING PROCESS FOR QUALITY CONTROL AND PROJECT MANAGEMENT
a. Architectural and Planning
    ii. Reviewers of preliminary designs, SD/DD design drawings, and Construction Documents
        3. Principal/Director level Architect
        4. Principal/Director level Planner (as applicable)
        5. Specifications Architect
        6. Construction Administration Architect

ii. Major milestone reviews
    3. Preliminary Design – interactive per milestones
    4. 100% Schematic Design
    5. 50% Design Development
    6. 100% Design Development
    7. 50% Construction Documents
    8. 85% Construction Documents
    9. 100% Construction Documents
    10. Permit Plan Checks

b. Client reviews at periodic design milestones of key project features
    iii. Unit plans
    iv. Office layouts
    v. Common spaces
    vi. Products and building systems

c. Ongoing Process
    iv. Management, Delivery and Tools/Software
    v. Phase/milestone specific check lists, coupled with periodic reviews

5. CONSTRUCTION PHASE APPROACH

a. Establish clear channels for communication and decision making

b. Establish and maintain positive and clear communication in support of effective and respectful relationships and interaction

c. Recommend OAC team use of electronic tracking/communication system (Procore, Newforma, etc) for submittals, requests-for-information, and other project documents

d. Management of requests-for-information and submittals with clear references and conclusive communication

e. Continuity of key project team members during the process of the project

6. WORKING WITH BIM DRAWINGS

Studio T-Square integrates BIM as an important part of planning and programming for buildings. It allows us to model the design and engineering requirements of each space in a live database that tracks all design changes and will deliver an overall higher quality product to our clients. The majority of our primary consultants additionally use Revit as their primary BIM Platform giving our team seamless integration in one of the industry's leading building design systems.



To showcase additional experience of working together, **Related has partnered with Studio T-Square** on a project in South Lake Tahoe. Project information is highlighted below.

Sugar Pine Village

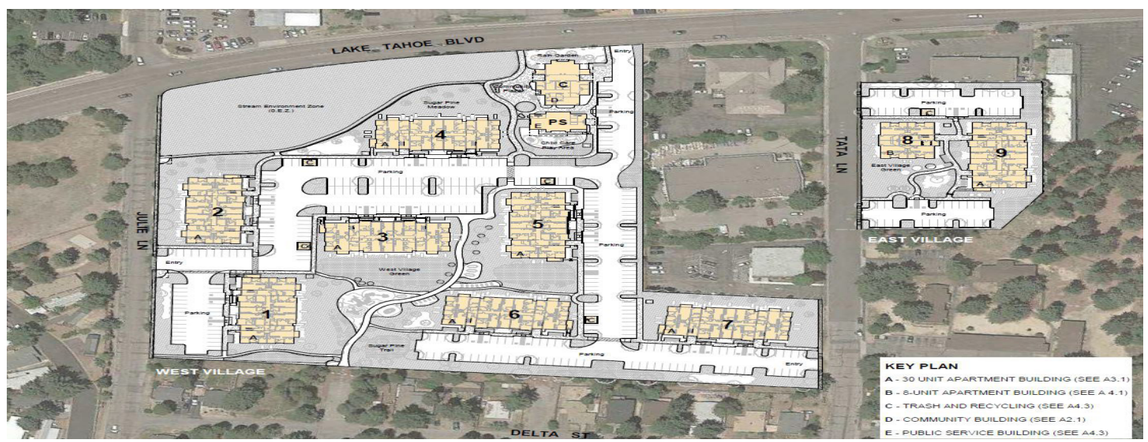
Multi-Phase Affordable Development

Total Units:	248 Affordable Apartments
Location:	1860 Lake Tahoe Blvd. & 1029 Tata Ln. South Lake Tahoe, CA 91731
Total Development Cost:	$139,000,000
Project Status:	Preconstruction
Related Staff:	SVP Meea Kang SVP Rose Olson


Community Open Space Amenities


Village Hub & Community Center

As part of Gov. Newsom's Executive Order, the State of California selected Related and Studio T-Square to design and construct affordable housing on surplus state land in South Lake Tahoe. Sugar Pine Village ("The Village") is envisioned to be a new residential, mixed-use community that fits into the existing neighborhood while also preserving native species, sensitive land and providing residents with new high quality, sustainable housing designed to support active transportation, the local workforce and their families. The Village proposal will maximize the state's goal of leveraging surplus state-owned land to address the housing crisis by facilitating the delivery of 248 units of affordable multi-family housing in the shortest amount of time. Moreover, our proposal provides the opportunity to execute on vital planning work that has been undertaken by the City of South Lake Tahoe and the Tahoe Regional Planning Agency (TRPA) via the Tahoe Valley Area Plan. Leveraging our team's strategic partnership with a modular fabrication factory, we have designed a series of efficient residential building modules that can be produced in an offsite factory and quickly assembled onsite, resulting in an ability to mitigate Tahoe's condensed construction season. This "prototype" has been designed to meet all regulatory guidelines, building codes and energy standards. STS has been chosen as the lead architect of the project.



Construction Management / Dry Utility Relevant Qualifications

AMJ CONSTRUCTION MANAGEMENT

Since its inception, the firm has focused the majority of its services on **affordable housing projects, open space and public improvement projects and commercial and educational building rehabilitation projects**. As such, the professionals at AMJ are intimately familiar with the financial structure and requirements associated with affordable housing developments.

SCOPE OF SERVICES

AMJ's provides a full scope of services including estimating and dry utility coordination. The services are customized to fit each client to ensure that every detail is considered, and the client can feel confident in having an experienced Owner's Representative to manage their construction program from beginning to end.

COMPANY STRUCTURE

AMJ is family-owned and operated. With a mission to deliver high-caliber construction management services and a passion to support the development of affordable housing throughout the State of California, the professionals at AMJ have delivered over seventy-five (75) residential projects, including new construction and rehabilitation.

MISSION STATEMENT

AMJ Construction Management is dedicated to excellence through proven experience, integrity, and superlative service. We provide value-added services to our clients by creating a unique, trust-based partnership throughout the entire construction process. Our pledge is to establish lasting relationships with our customers by exceeding their expectations through exceptional performance by every member of our team, resulting in successful outcomes with each and every project.

MULTI-FAMILY RESIDENTIAL

The AMJ Construction Management team works proactively with developers to complete their multifamily residential project within a timeline that meets their needs. Primarily consisting of new construction, renovation/rehab, and adaptive re-use projects, our multifamily construction management ranges from affordable to



market rate housing. Each multifamily residential project presents a unique set of challenges, including lending requirements, construction scheduling, local compliance approvals, and various product types.

Throughout the entire construction process we work closely with the architect and various consultants, making key decisions for effective and efficient cost management. This includes using knowledgeable and experienced cost estimators on staff that utilize our vast historical database, which provides accurate cost expense forecasting at critical design milestones. These timely design decisions, coupled with accurate cost estimating, are critical to successful project outcomes for our clients.

SCOPE OF CONSTRUCTION MANAGEMENT SERVICES PROVIDED

AMJ has developed a full scope of services that assist the client from schematic design to lease-up. For affordable housing clients specifically, AMJ serves as a partner to aid in every step of the process including design estimates, property condition assessments, funding applications, tax credit applications, and more. Some projects are in the firm's pipeline for years before they reach construction, and some never do at all, but the dedication to each project is always the same.



CONSTRUCTION MANAGEMENT SERVICES

Pre-construction Period:

- Review Construction Drawings
- Develop and Review Cost Estimates
- Develop and Review Project Schedule
- Participate in Value Engineering & Constructability Reviews
- Participate in Conversation with Project Lenders

Contract Award Period:

- Assist with Identification of Potential General Contractors and/or Subcontractors
- Assist with Development of Scope of Work and Contract Documents
- Assist with Interview and Selection of Contractors & Contract Negotiation
- Conduct Pre-Construction Meeting

Construction Period:

- Conduct In-Field Project Review Meetings with Contractor
- Perform Routine Inspections to Verify Conformance with Contract Documents
- Monitor Job Site Safety & Coordinate Resolution of Job Site Issues
- Review Change Orders & Payment Applications and Verify Lien Releases
- Monitor Construction Schedule
- Coordinate Responses for Requests for Information & Approval for Submittals
- Research and Coordinate Applicable Rebates for the Project

Post-construction Period:

- Assist with Punch List Inspections & Close-Out Documents, including Warranties
- Assist with Notice of Substantial Completion and Notice of Completion
- Review Final Payment Application and Lien Releases
- Assist with Inspection and Close-Out of One Year Product Warranties

DRY UTILITY SERVICES

General:

- Site visit to perform due diligence on dry utilities
- Provide a preliminary dry utility cost estimate
- Work with the project team to compile all pertinent designs and documentation to support the utility submittals

Electric:

- Evaluate service requirements and restrictions
- Coordinate service connection and location
- Submit plans to the utility representative for design
- Review the preliminary design and obtain project team approval
- Manage the coordination through the design phase
- Review the final design and contract upon project team approval
- Participate in pre-construction meetings with utilities
- Coordinate easement acquisition removal and/or relocation of existing facilities

Natural Gas:

- Complete the application for new gas service
- Manage the coordination through the design phase
- Review Line Extension Contract and obtain project team approval
- Facilitate the transfer of ownership to the general contractor

Telephone, Fiber & Cable Television:

- Coordinate with the utility representative about the project details
- Issue the electric service plan to the utility representative
- Facilitate the decision process between copper bundle or fiber optic
- Manage the coordination through the design phase
- Facilitate the transfer of ownership to the general contractor

RESUMES

JACK WICKERSHAM II

Professional Highlights

Jack is a knowledgeable and dedicated construction manager with over 30 years in the engineering, construction and project management of commercial, industrial and residential projects. His proactive management stems from experience managing projects throughout the public and private sector. Jack is a dedicated construction professional with a proven track record of accomplishments and has managed the development of over 3,000 units of affordable housing throughout Southern California.

Education

- M.S., Mechanical and Aerospace Engineering, University of Delaware, Newark, DE
- B.S., Mechanical Engineering, University of Delaware, Newark, DE

Affiliations

- Construction Management Association of America (CMAA) – Member
- Southern California Association of Non-Profit Housing (SCANPH) – Member

JACK WICKERSHAM III

Professional Highlights

Jack has over twenty years' experience managing construction projects across multiple disciplines including commercial, industrial and utility infrastructure. He is a high energy, results driven leader with extensive knowledge of construction scheduling and controls. To complement his project management skills, Jack also provide dry utility services. Utilizing his fifteen years of electric utility experience Jack helps navigate through the complex process for line relocations, underground conversion and service extensions.

Education

- B.S., Kinesiology with a minor in Construction Management, Texas State University, San Marcos, TX, 1998.
- Western Energy Institute – 2013 Business Acumen for Emerging Leaders. One of 36 selected from over 100 candidates.

Affiliations

- Construction Management Association of America (CMAA) – Member
- Southern California Association of Non-Profit Housing (SCANPH) – Member

MULTIFAMILY RESIDENTIAL CONSTRUCTION MANAGEMENT JOB HISTORY (LAST 5 YEARS)

A Community of Friends (ACOF)
- Miramonte – In Pre-Construction
- Casa del Sol – In Construction
- Beverly Terrace – Completed 11.2017
- Silver Star – Completed 06.2017
- Arlington Square – Completed 06.2017
- Cedar Springs – Completed 06.2016
- Berendo Rehabilitation – Completed 01.2016
- Avalon – Completed 12.2014

Abode Communities
- SEED LA – In Pre-Construction
- New Harbor Vista – In Pre-Construction
- Villa Verde – In Pre-Construction
- Imagine – In Construction
- Vista del Mar – Completed 06.2018
- Viviendas del Valle – Completed 10.2017

Actor's Fund
- Palm View – In Pre-Construction

Community Corporation of Santa Monica
- Pacific Landing – In Pre-Construction
- Vista Ballona – In Pre-Construction
- Greenway Meadows – In Construction
- Arroyo – Completed 12.2018
- Virginia Village – Completed 10.2017

Community Housing Works
- Kimball Tower – In Construction
- Morgan Tower – In Construction

EAH Housing
- Pointe on Vermont – In Pre-Construction
- Pointe on La Brea – In Pre-Construction

East Los Angeles Community Corporation
- Whittier II – In Pre-Construction
- Los Lirios – In Pre-Construction
- El Nuevo Amanecer – In Construction
- Rosa de Castilla – In Construction
- Cielito Lindo, Phase II – In Construction
- Sun Valley – In Construction
- Cielito Lindo, Phase I – Completed 11.2017
- Whittier, Phase I – Completed 08.2015

Hollywood Community Housing Corporation
- Gramercy – In Construction
- Stanford – In Construction
- Florence Mills – In Construction
- Paul Williams – Completed 03.2019
- Coronel – Completed 02.2019
- Palo Verdes – Completed 11.2018
- Carlton, Werner Illing and Wilcox Rehabilitation – Completed 09.2017
- Gateway – Completed 03.2016

L.A. Family Housing
- Canoga Park – In Pre-Construction
- The Armory – In Pre-Construction
- Residence on Main – In Construction
- North Campus – In Construction
- South Campus, Phase II – Completed 05.2019
- South Campus, Phase I – Completed 05.2016
- Day Street – Completed 04.2014

LINC
- Central Avenue – In Pre-Construction

Little Tokyo Service Center
- Budokan – In Construction

Mercy Housing
- Villa de Vida – In Construction
- Placentia – In Construction
- Baldwin Rose – In Construction
- Pico Robertson – In Construction
- Camino del Mar – Completed 06.2018
- Saint Mary Tower – Completed 09.2017

Meta Housing
- Metro at Buckingham – In Construction
- Whittier Downey Southeast – In Construction
- Baypoint – In Construction
- The Cannery – In Construction
- Courson Arts Colony West – In Construction
- Courson Arts Colony East – Completed 12.2018
- El Segundo – Completed 06.2018
- 127th Street – Completed 06.2018
- Hollywood – Completed 01.2017
- Tiki – Completed 12.2016

PATH
- Villas at South Gate – In Pre-Construction
- Villas at Hollywood – In Pre-Construction
- Villas at Montclair – In Pre-Construction
- Gramercy Court – In Pre-Construction

Penny Lane
- Sun Commons – In Pre-Construction

Related
- Rose Hill Courts (Phase I) – In Pre-Construction
- Rose Hill Courts (Phase II) - In Pre-Construction
- Pueblo del Sol (Phase I) – In Construction
- Pueblo del Sol (Phase II) – In Pre-Construction

Skid Row Housing Trust
- San Pedro & 7th – In Construction
- Senator Rehabilitation – In Construction
- Central I Rehabilitation – Completed 11.2017

Wakeland Housing
- Pico – In Pre-Construction
- Normandie – In Pre-Construction
- National City – In Pre-Construction

West Hollywood Community Housing
- Berendo Sage – In Pre-Construction

Legal Consultant Relevant Qualifications

BOCARSLY EMDEN
Bocarsly Emden Cowan Esmail & Arndt LLP

At Bocarsly Emden we undertake a wide variety of transactional matters, with a focus on providing comprehensive legal services for all aspects of affordable housing and community development, acquisition, finance, syndication, operation and disposition. In addition, our attorneys offer extensive experience in traditional real estate law, tax and finance.
Our attorneys bring their expertise to structuring, negotiating and documenting:

- Partnership and operating arrangements between developers and tax credit equity investors.
- Private activity and 501(c)(3) bond transactions among issuing authorities, developers, credit enhancers and equity investors.
- Joint ventures between for-profit and nonprofit enterprises.
- Regulatory and financing agreements between developers and governmental agencies.
- Construction and architectural agreements
- Debt and equity arrangements.

This expertise allows us to provide our clients with a full spectrum of services in a cost effective, streamlined fashion. And our dual-coast presence – with offices in Los Angeles and Bethesda, Maryland – gives us the resources to handle local and regional clients, plus the support system to accommodate national clients as well.

We represent clients across the entire spectrum of low-income housing transactions in California and nationally. Our areas of expertise include acquiring and developing real property, obtaining tax credits, handling tax credit syndications, and arranging government and institutional financing and equity investments. Our experience in affordable housing:

- Enables us to develop creative solutions to typical and atypical problems, and
- Gives us an extensive network of public and private industry contacts, which allows us to service our clients' needs more efficiently and effectively.

Specifically, our affordable housing expertise includes the following:

- Low-Income Tax Credit Development: We represent developers (both nonprofit and for-profit) using federal and state low-income housing tax credits in the development of affordable and mixed-income multifamily housing projects. In connection with this, we assist our developer clients in structuring and negotiating investments by tax credit experience in multifamily and commercial development and finance serves as an invaluable asset to developers and investors structuring transactions to include historic tax credits.
- New Markets Tax Credits Developments: We stand at the forefront of the New Markets Tax Credits program by providing clients with a wide range of structuring and leverage options. By representing developers, equity investors and leveraged lenders, we offer expertise in every aspect of a New Markets transaction.
- Solar, Wind & Renewable Energy: Bocarsly Emden has extensive experience working directly with developers, institutional investors and independent power producers who are developing and/or investing in renewable energy projects that utilize the investment tax credit in connection with solar projects and the production tax credit in connection to wind projects. We routinely represent companies in all aspects of the development and financing of renewable energy projects. We know how to cost effectively structure and negotiate solar and wind transactions, and identify business and transaction issues that arise in each. Moreover, our years of experience and commitment to every phase of the project allows us to maximize the value of production tax credits (IRC Section 45 and IRC Section 48 energy tax credits).
- Loan Funds: We represent nonprofit organizations and community development institutions in creating and operating loan funds to fill gaps in financing for affordable housing and community development activities. Since 2006, we have participated in loan funds focused on acquisition financing in New York and Los Angeles, transit oriented development funds in San Francisco and Utah and special needs and supportive housing funds in California and around the country. These Funds have used funds provided by institutional lenders, nonprofit organizations and governmental entities in the form of loans, guarantees or other credit enhancement vehicles.

Our work in the real estate/community development arena includes the following
specializations:

- Acquisitions and Dispositions: We help clients buy it or sell it, often utilizing tax advantaged structures, no matter what the transaction involves – from vacant land to an apartment building or a major sports franchise. In addition to negotiating purchase and sale agreements, we provide a full complement of services that include review of environmental and other due diligence, title, tax structuring, negotiation of construction and architectural agreements, and debt and equity financing.
- Land Use and Entitlement: We provide owners and prospective purchasers with a wide range of land use-related services, including land use due diligence, the processing of discretionary approvals and land use compliance. Our attorneys bring real-world experience to land use issues with the goal of finding cost-efficient and expedient land use solutions. We are experts at working with local governments and community stakeholders to find workable long-term entitlement solutions.
- Mezzanine Lending: We represent leading mezzanine lenders in real estate and personal property-secured transactions. As the mezzanine lending business has evolved in recent years, we have provided creative solutions to clients on a wide array of securitization, intercreditor, participation and asset management issues.
- Tax Counseling: We provide general tax counseling services to individuals, partnerships, limited liability companies and corporations, and often provide tax guidance in connection with real estate transactions such as 1031 exchanges and rollup transactions. Our expertise in this area includes real estate development and investment undertakings, many of which are handled as joint ventures or other profit participation arrangements.

The success of Bocarsly Emden is attributable to our commitment to provide the highest quality of legal representation while never losing sight of our client's primary objectives. Bocarsly Emden's unique culture allows us to distinguish ourselves from mega-firms. At Bocarsly Emden, we believe that an attorney-client relationship is inherently personal and that the highest quality of legal services cannot be provided unless an attorney knows his or her client and understands their business in a meaningful way. Every matter has quirks and nuances that should be understood by a senior attorney so that the legal services can be responsive to that specific matter. At Bocarsly Emden, you will always be treated as one of our most important and valued clients and we will commit to provide you with a level of service unparalleled in the industry. You will have a consistent team of attorneys who you will know and trust and who will understand your objectives for each matter.

Lance Bocarsly, Founding Partner

Lance Bocarsly is a nationally recognized transational real estate attorney specializing in affordable housing, community and economic development transactions, and a founding partner in Bocarsly Emden. He has represented developers, syndicators and investors in over one thousand transactions financed with federal low income housing tax credits and tax exempt bonds, generating tens of thousands of residential units for low income tenants in over forty states. Mr. Bocarsly's practice focuses on all aspects of the acquisition and development of, and investment in, real property, including negotiation of purchase agreements, construction and permanent financing from institutional and governmental sources, negotiation of construction and development contracts, formation and syndication of partnerships and limited liability companies owning and operating real estate developments and syndication of investment funds in real estate transactions. In addition, Mr. Bocarsly has substantial experience in advising nonprofit and for-profit developers undertaking affordable housing and economic development.

Mr. Bocarsly handles the acquisition, financing and development of multi-family and senior affordable housing transactions throughout the United States. Mr. Bocarsly also represents clients in the acquisition, financing and disposition of mixed-income and mixed-use transactions, economic and community development projects and low income homeownership developments.

Mr. Bocarsly was formerly a partner with Bingham McCutchen LLP and Riordan & McKinzie in Los Angeles, California. He was elected a Fellow of the American College of Real Estate Lawyers in 2011 and was recognized as the UCLA School of Law Real Estate Law Association Alumnus of the year in 2013. Mr. Bocarsly serves as an adjust professor of law at UCLA School of Law, teaching the Real Estate Law Clinic: Affordable Housing.
Mr. Bocarsly is the co-author of "Community Land Trusts: A Growing Trend in Affordable Home Ownership", ABA Journal of Affordable Housing and Community Development Law, Summer, 2008, "Tax-Exempt General Partners and the IRS: Defenestrating the Myth of Private Inurement and Public Benefit", ABA Journal of Affordable Housing and Community Development Law, Fall, 1997, "Real Property Tax Exemptions In Affordable Housing Transactions", ABA Journal of Affordable Housing and Community Development Law, Winter, 1993, and "Scenic Rivers Designation Maintained", U.C.L.A. Journal of Environmental Law and Policy, Spring 1985. He has been a featured speaker at, and has chaired, numerous conferences analyzing affordable housing and community development issues. In addition, Mr. Bocarsly served on the Governing Committee of the American Bar Association's Forum on Affordable Housing and Community Development Law from 1994 through 2003 and served as the Chair of the Forum in 2001-2002.

Mr. Bocarsly received his Bachelor of Arts degree, cum laude, from the University of California, Los Angeles in 1984 and his Juris Doctor degree in 1987 from the University of California, Los Angeles.

Sustainability Consultant Relevant Experience

PARTNERENERGY

Partner Energy was founded in 2009 by real estate and engineering professionals, Tony Liou and Joe Derhake. Tony and Joe started Partner Energy after noticing an increase in demand for energy efficiency and sustainability consulting services. The demand arose due to the onset of complex energy efficiency and disclosure laws, rising energy costs, and global awareness of climate change.

Partner Energy's headquarters is based in Southern California with a network across the nation. Our professionals work with building owners and users to increase asset values, lower ownership costs, and promote environmental stewardship. By recommending and implementing fiscally responsible energy efficiency measures, our team helps clients reduce energy usage and energy costs. Our recommended solutions are economically sound, as we take into consideration the client's energy goals as well as their investment return criteria.

CERTIFICATIONS

Partner Energy, Inc. (Partner Energy) is a Small Business Enterprise and a Minority-Owned Business, certified by the Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities.

Partner Energy is an ENERGY STAR® Partner, able to use the ENERGY STAR Portfolio Manager® for benchmarking and target setting and to certify qualified high efficiency buildings for the ENERGY STAR® label.

SERVICES

Partner Energy is a nationwide provider of energy efficiency and renewable energy engineering services for existing buildings and new construction. Our services include:

- Procurement & Construction Administration
- Engineering & Performance Specifications
- Construction Support – Sustainability Review
- Commissioning
- CALGreen Compliance
- HERS, CAS & Other Diagnostic Testing
- Energy Modeling
- LEED Certification
- Green Point Rated Certification
- Third Party Certification

PARTNERENERGY

Lance Collins
Director
AIA, LEED AP (BD+C), CGGP, GGA, CSBA



EDUCATION

Master of Architecture II and Urban Design, University of California, Los Angeles (UCLA)
Bachelor of Architecture, Cornell University

REGISTRATIONS & CREDENTIALS

American Institute of Architects (AIA)
California Architects Board (CAB) (lic. #C30647)
LEED Accredited Professional (BD+C) (#31355)
Certified Sustainable Building Advisor-National Sustainable Building Advisor Program (CSBA)
Certified Green Globes Professional (CGGP)
Green Globes Assessor – Existing Buildings (GGA-EB)

HIGHLIGHTS

Over 15 years in the architecture, construction, and sustainability industries and 7 Years of commissioning services (retail, office, educational, and institutional buildings, including historic properties.

BIOGRAPHY

Mr. Collins is a Director at Partner Energy with experience in sustainable design and construction practices including whole building analysis/benchmarking, energy conservation measures, resource consumption reduction strategies, LEED certification administration, building commissioning, solar project development, and project/construction management.

As a licensed architect in the state of California, a LEED Accredited Professional, a Green Globes Assessor, and a Certified Sustainable Building Advisor, Mr. Collins holds over 15 years of professional experience to the fields of sustainable design, architecture, and urban design. He is a member of the American Institute of Architects (AIA), the United States Green Building Council (USGBC), and the National Organization of Minority Architects (NOMA).

In addition to his professional experience, Mr. Collins has also been an adjunct professor at Long Beach City College and has guest lectured at the University of Southern California, Santa Monica College, California State University at Long Beach, and Mt. San Antonio College, teaching green building principles and sustainable design strategies to students and industry professionals.

Lance Collins, Director
AIA, LEED AP (BD+C), CSBA

SELECT PROJECT EXPERIENCE

Los Angeles World Airports, Environmental Services Division Sustainability Plan, Los Angeles, CA. Review and revision of the LAWA 2008 Sustainability Plan with an emphasis on energy use, water consumption, waste diversion, and greenhouse gas emissions.

Aquarium of the Pacific, Long Beach, CA. Energy Audit, Construction Management, renewable project development, GHG emissions reporting, and commissioning.

Gas & Oil Engineering Offices, Long Beach, CA. LEED Project administration, energy modeling, and commission services for a 16,000 square foot office building for the City of Long Beach that achieved LEED-Gold certification.

Burberry Post Street Flagship Store, San Francisco, CA. Energy modeling, LEED Fundamental and Enhanced Commissioning for new retail store in historic building. Certified LEED Gold project.

Arbor Green, Carson, CA. LEED-Homes documentation, energy modeling, and HERS verification for a Platinum certified 40 unit affordable multifamily development.

Simone Hotel, Los Angeles, CA. Energy audit, MEP design, performance specifications, and post occupancy commissioning & verification for a 60 unit rehab of a SRO building in downtown Los Angeles.

United States Customs & Immigration Services, San Antonio, TX. LEED Fundamental and Enhanced Commissioning for LEED Silver office space.

Michelle Obama Neighborhood Library, Long Beach, CA. LEED Fundamental Commissioning and LEED construction credit documentation for new 28,000 square foot library in the City of Long Beach that achieved LEED-Silver certification.

The Villages at Westview, Ventura, CA. LEED-ND and LEED-Homes certification for a 20 acre 330 unit mixed use development on an existing public housing authority site. Scheduled for completion in 2020.

PROFESSIONAL AFFILIATIONS

National Organization of Minority Architects (NOMA)
United States Green Building Council (USGBC)

CONTACT

lcollins@ptrenergy.com

Lead Services Provider Relevant Qualifications

@ayc100
aycla.org

MISSION

The Asian Youth Center (AYC) exists to empower low-income, immigrant, and at-risk youth and families, of all communities, to overcome barriers to success through culturally and linguistically competent education, employment, and social services.

HISTORY

The Asian Youth Center (AYC) is a 32-year-old independent 501(c)(3) community-based non-profit organization (EIN# 33-0383691). AYC was founded in 1989 to meet the social service and health needs of Asian immigrant youth and families in the San Gabriel Valley. Over the years the agency has grown from a small annual budget of $160,000, serving less than 100 youth in a small geographic area, to the organization it is today, with an annual budget of more than $4 million, serving more than 1,430 unduplicated youth and their families and reaching more than 23,000 community members with community education and engagement, over almost a third of Los Angeles County. Along the way, AYC expanded its scope and services to include youth and families of all ethnicities, while still retaining its core cultural and linguistic competence with Asian immigrants. Today, AYC provides services in Chinese (Cantonese and Mandarin), Vietnamese, Spanish and English.

AYC PROGRAMS & SERVICES

In order to provide youth with prevention, intervention, skill development and all-around support in home and in the community, AYC's programs are divided into three departments:

1) Youth & Family Services (YFS) which is composed of social services like Gang Intervention and Re-entry Intensive Case Management Services;

2) Employment & Emergency Services (EES) which is composed of youth employment and the Emergency Food Program; and

3) Education & Community Engagement (ECE) which is composed of after-school programming and community outreach, community education and community engagement projects.

Youth & Family Services (YFS)

YFS programs are provided at school sites, community partner sites, and in youth homes throughout the First, Second and Fifth Supervisorial districts of Los Angeles County (this encompasses the Antelope Valley, East Los Angeles, South Los Angeles, and the San Gabriel Valley.) The YFS programs are funded by the Los Angeles County Probation Department and Department of Health Services and seek to decrease recidivism and delinquency through Youth Development & Diversion, Gang Intervention Program, and Re-entry Intensive Case Management Services. In 2020, the YFS Programs served 522 youth, parents, and adults and post-tests demonstrated significant increases in skills and self-esteem. The proposed Youth Development Services – Diversion would be housed in this department.



Education & Community Engagement Services (ECE)

ECE provides low-income and immigrant youth in the West San Gabriel Valley, ages 5-18 with much needed after-school and summer school programming. The programs have an academic focus on supplemental instruction in English Language Arts and Math, as well as programming in STEAM, Health and Arts. Participating youth receive homework assistance in all academic subjects, college, and career preparation, and participate in positive youth development activities including leadership development through youth-led social justice projects. The Pre-Kindergarten through Eighth Grade programs are registered Heritage Schools providing Chinese Language and other cultural education components as well. Last year, AYC served 677 unduplicated youth in elementary, middle, and high schools in the Alhambra Unified School District, Los Angeles Unified School District, and San Gabriel Unified School District. Community Outreach, Education, and Mobilization services in Chinese, Vietnamese, and Spanish had contact with and provided information and services to more than 23,032 community members with educational information through in-language press coverage and community event outreach on a variety of topics last year including: Utility Consumer Education; Census; Earned Income Tax Credit, Parent Education; Disaster Preparedness & Relief; Mental Health; Water Conservation; Covid-19 Education, and Addressing Anti-Asian Hate.

Employment & Emergency Services (EES)

EES Department includes Employment Services and the Emergency Food Program. Employment Services increases employment success among low-income youth ages 14-24 and provides support for the completion of educational and vocational assessment, job skills development, vocational training, paid work experience, and job placement. Employment Services programs helped 79 youth last year in obtaining gainful employment and achieving long-term success in the workplace by removing barriers and providing opportunities. Sixty-three (63) youth successfully completed re-entry educational and employment preparation assessments and enrollment in high-school completion programming. Sixteen (16) youth successfully completed job training and paid work experience, and 6 of those youth successfully completed vocational training, high-school completion, or GED, enrolled in post-secondary education, or found permanent employment.



The Emergency Food Program: In 2020 and 2021, AYC scaled up our emergency food program from serving 50 families a month to more than 800 (and distribution of PPE) to meet the needs of the local families impacted by the pandemic. We implemented COVID-19 education in Mandarin, Cantonese, Vietnamese, Spanish and English and to date AYC has made more than 11,000 educational contacts with community members.

WHO AYC SERVED

In 2020-2021, AYC served 1,430 unduplicated individuals with services and reached more than 23,032 community members through community outreach and education. Seventy-eight percent (78%) of individuals served lived in low-income households.

Of those individuals served, 47% were youth (ages 0-24) and 53% were adults. Of the youth served, 1% were ages 0-5, 8% were ages 6-11 (elementary school), 3% were ages 12-13 (middle school), 81% were ages 14-18, 7% were ages 19-24. Fifty-six percent (56%) of youth were male, and 44% of youth were female. Of the 677 unduplicated youth served last year, 66% were assessed as at-risk, 28% were on probation, 3% were in Foster Care, and 3% were homeless. Youth are considered "at-risk" when they have been assessed with multiple risk factors that may include being from a low-income family, living in a high crime or gang identified neighborhood, failing in school, learning English as a second language, and being a first-generation immigrant (documented or not).



Fifty-three percent (53%) of all people served identified as Asian Pacific Islander, while 25% identified as Latinx or Hispanic, 8% as African American, 4% as Caucasian, and 2% as mixed race, and 8% as another race or ethnicity. Thirty-seven percent (37%) of individuals receiving services spoke English, 46% spoke Chinese only (Mandarin or Cantonese), 12% spoke Spanish only, 4% spoke Vietnamese only, and 1% spoke another language including: Arabic, Cambodian, Japanese, K'iche, Korean, Mongolian, and Nepalese.

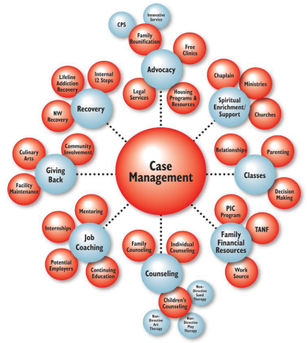
Geographically, 54% of services were provided in the Fifth Supervisorial District (42% in the San Gabriel Valley and 12% in the Antelope Valley). Thirty-seven percent (37%) of services were provided in Supervisorial District One (31% in East Los Angeles and 6% in the El Monte/Pomona side of the District), and 5% of services were provided in Supervisorial District Two (South Los Angeles). One percent (1%) of services were provided in Supervisorial District Four and 3% were unknown.

PROPOSAL TO PROVIDE SERVICES ON SITE

AYC proposes to provide strengths-based, holistic, developmentally appropriate, trauma-responsive, community-based services that are tailored to respond to the strengths, interests, and experiences of each resident.

We have a strengths-based, client-centered approach to provide excellent customer service that is sensitive to the challenges that clients with a range of medical and behavioral health issues face as they maintain supportive services. We have a "whatever it takes approach" to assist each client in achieving their goals and meeting their needs. We will provide ongoing supportive services that are tailored to each client (level, intensity, and type of intervention) with ongoing reassessments to ensure services are relevant and effective. AYC will participate in the Coordinated Entry System (CES) to provide the best services for youth.

AYC currently employs a diverse team of Case Managers, Community Health Workers, and other staff capable of building trust and rapport with youth clients, their parents/guardians, other adults and seniors and providing efficient and effective services with a frequency and duration that is tailored to the needs of each client – doing whatever it takes to assist clients, depending on client needs. AYC proposes to utilize current staff as well as new hires who are well trained and supported so they can seamlessly deliver services and/or develop linkages to assist clients with accessing a range of services.



AYC makes a positive, powerful impact in the lives of high-risk high-needs youth and families we serve. We take a positive youth development and community empowerment approach to all our programs and services. This is an asset-based approach to partnering with youth and families to help them build upon their strengths to achieve their goals rather than focusing on deficits.

AYC's organizational culture empowers and respects youth and values curiosity and learning as strategies for continuous program improvement so that we can better serve youth.

We understand the importance of trauma informed care (all AYC staff are trained in this), holistic services, and a whole person/ family/community lens with which to view the proposed services. AYC is a diverse organization that is deeply committed to providing gender specific as well as culturally, linguistically (English, Spanish, and Chinese) competent services.

AYC believes that all youth should be defined by their best achievements in life and not by their worst mistakes or by other people's assumptions about them. AYC believes that all youth have the capacity to learn and grow and become healthy contributing members and leaders of society regardless of past behavior, environment, and choices – they just need opportunities and a little help along the way. Every individual has strengths, and we take a strength-based approach to our work. We partner with each youth and parent to empower, educate, and support the youth and families to overcome the challenges, barriers, and disadvantages they experience.

AYC will provide developmentally appropriate enrichment programming and individualized care coordination services guided by the principles of positive youth development, that is strengths-based and empowers young people as true agents in their own interventions while addressing the family, community, and social contexts that impact their wellbeing. Residents will play an active role in setting their own goals in the proposed services and will receive only the level, intensity, and types of services they need.

AYC will provide the proposed services utilizing the elements of effective community-based programs:

- Accepting all residents and adopt a "no reject" policy including reconnecting youth whose participation has been interrupted;
- Be available, accessible, flexible;



- Empower youth voice, choice, and ownership;
- Individualize services for each youth;
- Ensure family-focused services and respect for chosen families;
- Take a strengths-based approach;
- Provide culturally competent, in-language, and gender specific services;
- Engage youth in work;
- Prioritize safety and crisis planning;
- Provide unconditional caring ("no reject" policies);
- Create opportunities for civic engagement and giving back; and
- Cultivate long-term connection to community.

By engaging in the proposed services, participants will reduce risk-factors and increase protective factors, giving them a greater opportunity to succeed and contribute positively to their communities.

Finally, AYC takes an evaluation and learning-centered approach to providing youth services. AYC began building our organizational capacity to collect data, analyze, and learn from that data in 2014 and over the years we have expanded those initial efforts to organization-wide evaluation and learning with intentional program designs modeled on evidence-based practices. In 2015, AYC expanded the cloud-based data system to include units of service, and refined client centered program models that leveraged resources (including government funding) to better meet the needs of participants. In 2016, we broadened our data system to include outcome metrics. By 2017, AYC successfully tracked outcome metrics for all our programs and services and were regularly analyzing the data to further refine and improve the program delivery for all AYC programs and services. In 2018 and 2019, AYC developed and implemented constituency voice feedback loops for most programming and redesigned some programs based on client feedback. AYC will have no trouble collecting the data to ensure that we successfully meet the performance measures of the proposed services. In 2020 and 2021, AYC began updating our internal information-technology and data collection and evaluation systems again, and hired a Director of Evaluation, Leaning, and Contract Compliance to oversee organization wide program planning, evaluation, reporting and compliance.



Experience Utilizing Evidenced-Informed and Evidence-Based Case Management Strategies, Motivational Interviewing and Cognitive Behavioral Interventions

AYC has more than 20 years of experience (including all three of the last three years) utilizing evidenced-informed and evidenced-based case management strategies, motivational interviewing, and cognitive behavioral social-emotional learning interventions. AYC currently provides the following services which utilize evidence-informed or evidence-based case management strategies, motivational interviewing, and cognitive behavior interventions.

Youth Development & Diversion: This program aims to tap into each youth's strengths while increasing access to youth development, health, and social services designed to empower participants to improve their well-being and decrease the likelihood of involvement with the criminal justice system. The Youth Diversion & Development program aims to divert youth from the criminal justice system while helping young people build their strengths, meet their needs, and reach their dreams. AYC provides services for youth in lieu of arrest or citation. The program utilizes evidence-based strategies including Case Management, Motivational Interviewing (a well-known, effective, evidenced-based intervention that helps support healthy behavioral change) Motivational interviewing: a systematic review and meta-analysis (nih.gov), Aggression Replacement Training (an evidence-based cognitive behavioral intervention) Aggression Replacement Training: Curriculum and Evaluation - Arnold P. Goldstein, Barry Glick, 1994 (sagepub.com), Conflict Resolution Training (using a curriculum developed by APADRC in Los Angeles) www.peermediators.org), and other strategies. Upon completing the program, no arrest will be filed by law enforcement, and no permanent criminal record of the alleged offense will be filed. Caseworkers and youth work together to develop an individualized care coordination plan that taps into each youth's strengths while increasing access to youth development.



Educational Pathways & Vocational Opportunities is an LA County Probation Department funded program to provide re-entry case management, educational, and vocational services for incarcerated youth ages 14-18. Services include individualized educational and vocational assessments (using evidence-based, validated assessment tools: BASI - Basic Achievement Skills Inventory; Interest Profiler; and Make Money Choices from the California Career Zone website), case planning and goal setting (using motivational interviewing); academic/vocation/job readiness program enrollment; social emotional learning and coaching (cognitive behavioral interventions); and retention and educational/vocational support services (transportation assistance, assistance completing paperwork to get CA ID or other documents needed for employment or school enrollment) for probation youth who are transitioning from camp to the community.



Gang Intervention Program is a community-based program for probation youth ages 12-18. In this program, Youth Services Specialists provide twice weekly after-school Aggression Replacement Training (ART) curriculum for four hours per week over 16 weeks and three 4-hour field trips in small groups on-site at middle schools and high schools for probation youth. The ART curriculum develops pro-social skills, anger management skills, and promotes moral thinking. Staff utilizes Motivational Interviewing (MI) to facilitate group discussion. MI is a well-known, effective, evidenced-based intervention that helps support healthy behavioral change. Parent Educators provide weekly parent education for 2 hours per week for 4 weeks using the Parent Project Curriculum (an evidenced-based curriculum designed for the parents of at-risk and probation youth) CEBC » Program › The Parent Project (cebc4cw.org).

During the last five years, AYC also provided the following services which have since sunset, but that utilized evidence-based case management strategies, motivational interviewing, and cognitive behavior interventions. These programs included:

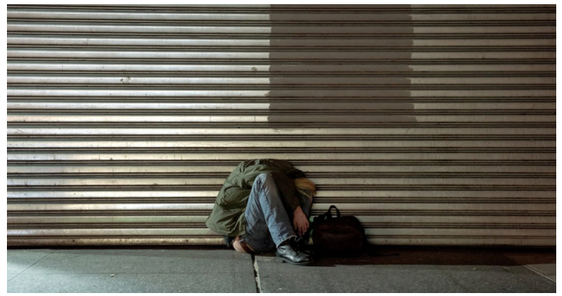
Conflict Resolution Education Training was a small group training program funded by the Los Angeles Probation Department from August 2018-July 2020, that provided conflict resolution education training services including a process curriculum, peer mediation and youth leadership/ambassador workshops for probation youth ages 12-19 in small group format on-site and virtually at Camp Afflerbaugh, Camp Paige, and Camp Rockey. Sixty-eight (68) youth participated in the program in 2019-2020. The program was designed to teach youth creative problem-solving techniques and other important skills that empower youth to find their voice and advocate for themselves and others in non-violent socially



acceptable ways using "Peer Mediation: A Complete School Curriculum" Trainer's Manual and Implementation Guide. www.peermediators.org Copyright 2012 by Asian Pacific American Dispute Resolution Center (APADRC), Los Angeles California.

Home Based Services for High-Risk/ High-Needs Youth (Boys) ages 14-18. Case Workers met with high-risk probation (and re-entry after being incarcerated) youth once or twice a week in the home for 1-2 hours, for up to 12 weeks and provided youth services that included: Case planning and goal setting using motivational interviewing; Social Learning Model Curriculum (an evidence-based cognitive behavioral intervention); positive youth development role modeling; and information and referral.

Gender Specific Home-Based Services for High-Risk/ High Needs Female Youth ages 14-18. Female Case Workers met with high-risk probation female youth once or twice a week, for up to 12 weeks, in the home for 1-2 hours at a time and provided youth services that included: Case planning and goal setting using motivational interviewing; Social Learning Model Curriculum and a gender specific curriculum with social emotional learning that builds self-esteem for female youth (evidence-based cognitive behavioral interventions); positive female youth development role modeling; information and referral.



Gender Specific Services in the Community. In this program, Female Youth Service Specialists provided weekly after-school Gender Specific Social and Emotional Learning curriculum in 2-hour small groups for 12 weeks and 3 four-hour field trips on-site at middle schools and high schools for probation female youth ages 12-18. The Social Emotional Learning Curriculum (cognitive behavioral intervention) provided education about healthy female physical development, healthy relationships, and substance abuse prevention as well as promoted positive relationship development with the primary female parent or guardian and female role models and mentors. All Youth Service Specialists were female and provided positive youth development and role modeling for female youth and used motivational interviewing to facilitate group social emotional learning.

Strategy for Engaging, Establish Rapport, Establishing Appropriate Consent for Enrollment, and Building a Trusting Relationship with Referred Youth and Family, Caretaker, and/or Guardian.

AYC staff will effectively engage with youth and their family members/caretakers/guardians, establish rapport, establish informed consent for enrollment, and build trusting and communicative relationships with the referred youth and their family, caretaker, or guardian.

AYC hires staff who are representative of the youth we serve, who are culturally and linguistically competent (Bi-lingual in English/ Spanish, Chinese, and/or Vietnamese) and have lived experiences similar to the participants we serve. This is in line with the concept of transformative mentoring or the credible messenger mentor, which is an early intervention, community-based programmatic model first developed in New York for re-entry populations. This model pairs participants with a specially trained adult "Credible Messenger" who comes from the same or a similar community, has lived experience in the juvenile or criminal justice system, demonstrates integrity and has credibility or respect within the community, and is trained to mentor young people. The shared community experience and lived experience gives the mentor a credibility with the participant that an outsider does not have. This credibility will allow the participant to connect more effectively with the mentor. Because AYC hires staff from the communities we service, with lived experience that is like the lived experience of youth, AYC staff can validate participant experiences, healing, and growth and role model a positive future, hope, and healthy pro-social behaviors for the participant.

AYC Staff are trained in best practices for engaging youth, establishing rapport, and building trust based on the underlying belief that youth are best served by actively participating in their own development and it is our job to empower them to do so. AYC staff connect with, listen to, and share information (providing information for informed consent and disclosing appropriately to build trust) with each client in a manner that creates respectful and inclusive communication.



AYC Staff listen to youth and families, respond to their needs and interests, and create an open, positive, and safe environment that validates the youth experience and builds upon youth strengths to help them achieve their goals. Using skills like active listening, open-ended questions, paraphrasing, and motivational interviewing, as well as strategies such as making multiple attempts to contact, connecting in evening and weekends when youth and families have time, and celebrating youth completion of activities, milestones, and goals, AYC staff are very capable of engaging, establishing and maintaining rapport, securing informed consent, and building trust.



In addition, AYC staff will have cultural and linguistic competence as well as a gender specific mentoring approach to providing services.

RESUMES

Curriculum Vitae
Michelle Louise Freridge, M.P.A., J.D.
Executive Director, Asian Youth Center
Adjunct Professor, University of the West

April, 20202

Contact Information
Personal:

Education

Michigan State University, East Lansing, MI
Bachelor of Arts in History, Spring 1993
Women's Studies Thematic, Spring 1993

Western Michigan University, Kalamazoo, MI
Master of Public Administration, Spring 1998
Honors: Graduate Research & Creative Scholarship Award, Spring 1997

Loyola Law School, Los Angeles
Juris Doctor, Spring 2011

Post Graduate Education and Training

- Grantsmanship Training Program, 2001
  The Grantsmanship Center, San Francisco CA
- Alchemy & Alchemy+ Leadership Training Programs, 2013-2014
  The Annenberg Foundation, Los Angeles CA
- City Scholars Foundation, Senior Fellow, 2013- 2017
  Los Angeles CA
- Western Conference on Tax Exempt Organizations, 2015
  Loyola Law School, Los Angeles CA
- Developing Development Program, 2015-2016
  Executive Service Corps Southern California, Los Angeles CA
- Propel*Next*, Capacity Building Initiative, 2015-2018
  Edna McConnell Clark Foundation, Weingart Foundation

Certifications

California Bar Association, Member, 2011- present

Military Service

U.S. Army Reservist, P1-P3, Jackson Michigan, 1990 – 1998

Employment History

2011-Present, Executive Director, *Asian Youth Center, San Gabriel CA*
Responsible for overall leadership of the organization including oversight of finance, operations, development, programs and public relations for a non-profit organization providing educational enrichment, employment, and social services in Los Angeles County to more than 1900 unduplicated youth annually with a staff ranging in size from 50-70. Responsible for Board of Directors support for 19-21 members including implementation of a strategic plan from 2014-2020. Implemented individual giving program, planned giving program, and major gifts. Expanded Foundation, Corporate, and government grants. Implemented data collection, evaluation, and continuous quality improvement. Managing annual budgets from 2- 4.5 million.

2007-2011, Director of Programs, *Asian Youth Center, San Gabriel, CA*
Researched best practices in youth services, developed effective program designs, wrote proposals for and received government, foundation, and corporate funding to provide services. Provided direction, monitoring, and evaluation for 1.6 million dollars worth of community programs and services including Federal, State, County, and municipal contracts. Managed up to 51 employees at five local offices in Los Angeles County.

2004-2006, Executive Director, *Free Speech Coalition, Chatsworth, CA*
Conducted Board of Directors recruitment, orientation and development, including the development of a strategic plan for a national trade association. Conducted membership recruitment and oversaw delivery of member services. Directed public affairs activities including federal and state lobbying and legal advocacy efforts. Increased annual budget from 1 Million to 2 Million.

2002-2004, Director of Development, Asian Youth Center, San Gabriel, CA
Researched best practices in youth services and developed program designs. Researched, developed, and submitted proposals for government, foundation and corporate grants. Responsible for program evaluation and reporting as well as event planning and coordination. Increased annual budget from 1 million – 2 million.

2001-2002, Director of Grants, YMCA Youth & Family Services Dept., San Diego, CA
Researched best practices in youth services and developed program designs. Researched, developed, and submitted proposals for government, foundation and corporate grants. Responsible for program evaluation and reporting.

2000-2001, Grant Writer, South Bay Community Services, Chula Vista, CA
Researched best practices in youth services and developed program designs. Researched, developed, and submitted proposals for government, foundation and corporate grants. Responsible for program evaluation and reporting.

1999-2000, Unit Team Leader, AmericorpsNCCC*, San Diego, CA

Oversight of six teams of AmeriCorps NCCC community workers as they completed a variety on non-profit projects in the Western Region of the United States. Team building and leadership development with Team Leaders; project site visits and evaluation; and Service Learning programming oversight with more than 60 corps members.

1994-1999, Facilitator, Breakthrough Inc., Onondaga, MI
Provided leadership, guidance, and facilitation in a group learning process according to each client groups goals; facilitated professional, community, youth, and family groups as they participated in low ropes obstacle course according to each client groups goals; facilitated weekend long retreats, strategic planning workshops, as well as shorter goal oriented group trainings/activities. Client Group goals included team building, trust building, communication skills development, and other organization development goals.

1997-1999, Special Projects Coordinator, Eight CAP, Inc. Domestic Violence Shelter & Prevention Programs, Ionia, MI.
Developed and implemented the first local community coalition to address domestic violence involving local law enforcement, child protective services, the courts, the local prosecutors office, etc. Developed and implemented a domestic and dating violence prevention education program for high school students in two rural counties of Michigan. Coordinated the Emergency Response project where staff conducted ride-alongs with law enforcement to isolated rural homes to provide education and support to victims of domestic violence. Provided staff development training to emergency shelter staff.

1997-1998, VAWA Project Coordinator/Research Assistant, Michigan State Police, Lansing, MI.
Provided administrative and clerical support to leadership at the Michigan State Police for oversight of the first Violence Against Women Act Block Grant. Provided administrative and clerical support to the development of the Michigan State Model Policy for law enforcement on domestic violence. Provided administrative and clerical support for law enforcement training on the Michigan State Police State Model Policy on domestic violence. Conducted an evaluation of the effectiveness of law enforcement training on the Model Policy.

1996-1997, Training Assistant, Michigan Coalition Against Sexual and Domestic Violence, Lansing, MI. Provided administrative, clerical, and event planning assistance for the State Association's annual professional conference. Provided training workshops at the annual conference.

1993-1995, Volunteer Coordinator, Counsel Against Domestic Assault, Lansing, MI
Recruited, trained, and supervised more than 150 volunteers annually. Provided staff support to operations of an emergency domestic violence shelter. Provided staff support to operations of an emergency domestic violence hotline. Monitored program outcomes and submitted monthly quarterly and annual reports to funding sources. Edited, laid out and published a quarterly newsletter. Developed and implemented a program to assist victims of domestic violence with transition to independent living.

Professional Society Memberships

- California Bar Association, Member 2011- Present
- California Bar Association Nonprofit Organizations Committee & Tax-exempt Organizations Committees, 2014 – Present
- San Gabriel Valley Bar Association, Member 2013 - Present, Board of Directors 2016 (Secretary, 2016; Treasurer, 2017; President, 2018 & 2019)
- Pasadena Community College, President's Asian American & Pacific Islander Advisory Committee 2013, - Present (Chair, 2016-2017)
- San Gabriel Rotary Foundation, Board Member 2016
- San Gabriel Rotary Club, Member (2011- Present), Board Member 2014-2016
- Rosemead Kiwanis Club, Member 2013 – Present, Board Member 2015 – Present
- Rosemead Kiwanis Foundation, Board Member 2015 – Present (President 2018, Treasurer 2019)
- Asian American Pacific Islanders in Philanthropy, Member 2011- Present

Honors and Awards

2014 Woman of the Year, 49th Assembly District, CA

Nonprofit Law Practice & Consulting Experience

- Mission San Gabriel Conservancy, Non-profit Start-Up Consulting & Legal Work, 2018
- Friends of the Savannah Historical Cemetery Non-profit Start-Up Consulting & Legal Work, 2017
- Friends of the San Gabriel Library, Non-profit Consulting & Legal Work, 2017
- San Gabriel Rotary Foundation, Non-profit Start-Up Consulting & Legal Work, 2016
- San Gabriel Women's Foundation, Non-profit Start-Up Consulting & Legal Work, 2015
- Alph Phi Omega (Philippines) Greater Los Angeles, Board of Directors Retreat Facilitation, 2015
- Stephen Ly 5 Foundation, Non-profit Start-Up Consulting, 2015
- Financial Planning Association of the San Gabriel Valley, Bylaws Consulting, 2015
- Salvadoran Women's Education Foundation, Non-profit Start up Consulting, 2014

Teaching, Training, & Presentation Experience

Adjunct Professor, University of the West, 2017 – present

- MBA Nonprofit Governance, Leadership & Management
- MBA Nonprofit Finance & Fundraising
- MBA Managing Non Profit Organizations

San Gabriel Valley Bar Association, Continuing Education Presentations

- Elimination of Bias & Cultural Competency January 2017 & February 2019
- Non-profit Corporations: Start Up & Common Problems, March, 2016

CIAM, Guest Speaker in the MBA program on Organization Change, May 2015 & May 2016

Alpha Phi Omega (Philippines) Greater Los Angeles, Membership Retreat & Training, May 2015

Alex Banh

| linkedin.com/in/alexbanh1 | Los Angeles, CA 90032

Skills Summary

Leadership: project management, program administration, grants and budget management, community outreach, strategic planning, partnership development, facilitation, change management, training

Data & analysis: program monitoring and evaluation, statistics, data visualization, qualitative research

Technologies: Stata, R, Tableau, PowerBI, Advanced Excel, MS Office 365, Zoom, Trello, Asana

Professional Experience

Asian Youth Center — **San Gabriel, CA**
Deputy Director — Mar 2021 - Present

- Oversee design, implementation, management, reporting, and assessment of all programs and services.
- Provide leadership for program delivery by effectively supporting and managing Program Directors and Management Team.
- Directly supervise community outreach projects, including COVID-19 community education and Stop Hate projects in response to anti-Asian racism.
- Oversee program contracts and relationships tied directly to services.
- Oversee operations, including IT, facilities, and vehicles to support service delivery.
- Support Executive Director on policy and development strategies.

City and County of San Francisco — **San Francisco, CA**
Digital Equity Manager — Jun 2017 – May 2021

Direct services and grants

- Lead and founded SF Digital Equity, a citywide initiative to improve Internet access and digital skills.
- Co-managed award-winning Fiber to Housing program, a public-private partnership with a $1+ million annual budget to provide free fiber Internet to over 10,000 low-income housing residents.
- Launched, managed, and evaluated innovation grants program, providing $335,000 to pilot new training programs for public housing, homeless, and immigrant communities.
- Designed and managed technology services at 15 housing sites. Includes outreach, device distribution, training, service referral, and ongoing support.
- Supported school district and City agencies with Internet access and tech assistance for K-12 distance learning at home and at over 50 Community Learning Hubs during COVID-19.

Strategy and policy

- Architect of the city's Digital Equity Strategic Plan, a five-year plan for closing the digital divide among underserved communities.
- Designed and analyzed city's first-ever Digital Divide Survey to measure citywide technology gaps.
- Led community needs assessment, including facilitating focus groups and ideation workshops with over 400 residents and 50 organizations.
- Served as staff on citywide task forces, including COVID-19 Economic Recovery Task Force, Citywide Racial Equity Working Group, and the Emerging Technology Working Group.

Public engagement, training, and partnerships

- Trained nonprofit partners on technology training, cybersecurity, and program evaluation. Wrote Digital Equity Playbook as digital literacy and technology resource guide for social service providers.
- Organized annual Digital Equity Conference to convene 100+ stakeholders from community-based organizations, philanthropy, private sector, and government to plan and share best practices.

- Partnered with SF Public Library and community-based organizations to organize annual Connect with Tech Week, with over 70 public workshops and events attended by over 2,000 residents.
- Developed partnerships with tech industry: Microsoft on K-12 STEM Hub at public housing; Salesforce on digital entrepreneurship training; Twitter on cybersecurity training.

Global Information Services, The Asia Foundation **San Francisco, CA**
Senior Manager / Program Manager Apr 2014 – Jun 2017

- Oversaw global enterprise IT and knowledge management technology for over 1,000 global staff.
- Led team of administrators and engineers to support 20 offices across Asia and the U.S.
- Managed IT and capital projects budgets, directing strategic investments in data, cloud, and emerging technologies to improve organizational efficiency and effectiveness.
- Managed development of applications for grants management and operational process streamlining, including public data visualization portal, leading to partnership with Australian National University.
- Led technology training, covering cloud collaboration, knowledge management, data visualization, and IT administration. Authored articles and organized virtual and in-person workshops and events.
- Member of management team for award-winning OneTAF digital transformation project.

Department of Technology, City and County of San Francisco **San Francisco, CA**
Program Analyst Nov 2012 – Oct 2013

- Co-managed $7.9 million federal grant to fund technology training for over 2,600 low-income youth and seniors every quarter.
- Led program evaluation and oversaw community-based subgrantees for federal grant compliance.

Higher Opportunity Program for Education, UCLA **Los Angeles, CA**
Project Director Jul 2007 – Jun 2009

- Directed a college access and youth organizing program serving low-income immigrant communities.
- Trained and supervised administration team of 6 coordinators and 40 UCLA student volunteers.
- Expanded program by 50% through fundraising, partnerships, and volunteer recruitment.
- Achieved 100% college-going rate among high school senior participants.
- Partnered with ethnic media outlets to communicate education guidance to immigrant families.
- Established a new site in San Gabriel Valley by partnering with school and a local nonprofit.

Education

University of California, Berkeley, Goldman School of Public Policy
- Master of Public Policy

University of California, Los Angeles
- Bachelor of Arts in Political Science with minor in Public Affairs, *magna cum laude*

Continuing Education

- 24-PLUS Performance Management, SF Department of Human Resources, 2020
- Certified ScrumMaster, Scrum Alliance, 2016
- Data Mining with SQL and Excel, UC Berkeley Extension, 2013

Honors and Awards

- Digital Inclusion Trailblazer (team), National Digital Inclusion Alliance, 2020
- “Meet a Changemaker” profile, SF Office of Civic Innovation, 2020
- Outstanding Digital Equity Executive, Cybersecurity Symposium for Smart Cities, 2019

- CIO 100 Award (team), CIO, 2019
- Presidential Award for Exceptional Performance, The Asia Foundation, 2016
- Operational Excellence Award (team), InsideNGO, 2014

Alfredo E. Miller

PROFESSIONAL OBJECTIVE AND SUMMARY OF QUALIFICATIONS:
Seeking a challenging position where my experience, training, and abilities in administration, supervision, program issues, and public relations will have a valuable application. Ability to understand, analyze and resolve problems. Excellent organization, oral and written communication skills. Ability to cultivate strong working relationships and negotiate with individuals/groups of multi-cultural backgrounds.

PROFESSIONAL BACKGROUND:

02/13/13-Present-Asian Youth Center San Gabriel, CA
Program Director (County of Los Angeles funded, Office of Youth and Families Programs and Policy)

Administer policies and procedures for county contracts within the agency. Plan/implement operations with staff services such as outreach to specific programs (Reentry Services, Gang Intervention, and Youth Diversion Development, data collection, data entry (HIRS information technology system) and referral services. Direct, supervise and evaluate 10 staff members with over 15,00 clients per year. Develop forms, systems, policies and procedures for newly acquired program to meet contract objectives, Responsible for family services, fee-for-service automated invoicing/performance system. Assist with the development of budgets and monitor expenditures. Review all client data (including collection devices), analyze results and report to funding source on a monthly basis. Develop a cross training plan and train all staff. Interpret and conduct regular staff trainings in accordance with County directives. Prepare effective written reports and correspondence. Analyze/develop/negotiate linkages, resources and agreements with other non-profits, vendors and industry leaders. Represent the program and agency at various meetings and engagements. Participate in community meetings to gather support, identify gaps in services and recommend solutions. Assist with the preparation and writing of annual request for contractual renewals and justification for budget modifications. Coordinate services with other organizations to maximize effort and reduce unwarranted duplication. Conduct presentations to large groups and participate in focus groups. Ensure consistent excellent customer satisfaction.

Alfredo E. Miller
Work Experience

PROFESSIONAL BACKGROUND:

06/13-10/16-Securitas Security (Kaiser Hospital) in West Los Angeles, CA
Security Officer Lead-(Part-Time)
Under the direction of the Security Director, responsible for directing officers to different post within the hospital, assisted in directing quests and patients to offices inside the building, conducted traffic control in the parking lots and parking structures, secured the building after hours, reviewed incident reports for administration and assisted medical staff with combative patients or quests.

10/11-04/13-Securitas Security (Kaiser Hospital) in Downtown Los Angeles, CA
Security Supervisor
Responsible for directing officers to different post within the hospital, conducting fire alarm and earthquake drills once a month, assist quests and patients in locating offices within the building, conducted traffic control in the parking lots and parking structures, secure offices after hours, review shift logs, report safety incidents to administration in a timely fashion, depending on severity of incidents and assisted medical staff with combative patients or quests.

05/07-04/13-Whittier College Campus Safety Department Whittier, CA
Campus Safety Supervisor
Responsible to responding to emergency calls and assist fellow officers, ensures compliance with college policies, procedures, practices and philosophies, monitor and participates in all departmental activities to ensure personnel are operating within and following the policies and procedures of the college, train, coach and counsel new and existing officers., schedule and track employee time and attendance, monitor department's budget and maintain records of needs and expenditures made by employees, trained by Whittier Police Department on active shooter situations, and review shift logs and report safety incidents to administration in a timely fashion, depending on severity of incidents

TRAINING BACKGROUND:
02/2020-CAUSE (Center for Asian Americans United for Self Empowerment)
Monterey Park, CA

The CAUSE program is designed to empower participates with the knowledge, access, and network to embark in their own civic leadership pathways. Fellows emerge from the program prepared to support, advocate, and serve as leaders of the APA community. Every session is rooted in a comprehensive curriculum that ensures fellows receive continuous exposure to the qualities that make a CAUSE leader.

04/18-Aggression Replacement Training in San Gabriel, CA

Aggression Replacement Training is a cognitive behavioral intervention program to help children and adolescents improve social skill competence and moral reasoning, better manage anger, and reduce aggressive behavior. The program specifically targets chronically aggressive children and adolescents ages 12-17.

EDUCATIONAL BACKGROUND:
05/07-06/09- University of Phoenix Pasadena, CA
Field of Study: Master of Science in Administration of Criminal Justice

02/03-05/05-Ottawa University Mesa, AZ
Field of Study: Bachelor of Arts in Human Services

09/85- 06/87-Ganesha High School Pomona, CA
General Studies High School Diploma

CERTIFICATIONS AND AWARDS:
American Red Cross Certified-Asian Youth Center Supervisor of the Quarter-Asian Youth Center Employee of the Month-Mesa Public School Employee of the Month-Certification to provide Youth Employment Competency (YEC) Training Programs, Asian Pacific American Dispute Resolution Center Certificate for Conflict Resolution and Mediation, United States of Homeland Security Certificate in Incident Command and Planning. Mesa Police Department Certificate in Citizen Police Academy, and Anderson & Anderson Anger Management Certified as Anger Management Instructor.

References upon request

Jerica Finley

EDUCATION

Masters of Public Administration **August 2021**
California State University of Northridge, Northridge CA
Bachelors of Arts in Sociology and Criminal Justice **December 2016**
California State University of Bakersfield, Bakersfield CA
Associate of Arts in Administration of Justice **June 2014**
Antelope Valley College, Lancaster CA

WORK EXPERIENCE

Director of Contract Compliance, Evaluation and Learning, *Asian Youth Center*
August 2021-Present

- Oversee and train programs agency-wide in contract compliance, evaluation, and learning
- Provide support for program design and evaluation
- Support the organization in using data to inform learning, refine programs, and improve performance
- Provide direction to programs for policy and development improvement strategies
- Collaborative with Executive Director, Deputy Director, Program Directors and Management Team to ensure and maintain alignment of policies and procedures across the organization

Program Manager/Coordinator, *Asian Youth Center* **August 2018-August 2021**

- Develop forms, implement procedure and policies that facilitate the effective operation and delivery of services
- Budget and oversee that finances and requirements comply with contractual obligations
- Monitor progress and ensure accomplishments of program goals and outcomes
- Ensure that invoices and reports are accurate and submitted promptly as required by funding sources and the agency
- Research best practices in youth and family services and assisted with the development of program models and Theory of Change
- Represent the agency at collaborative and external meetings
- Hire, train, and provide supervision to direct line who implement services to youth and families
- Research, developed, and submitted grants
- Collaborate with the local Sheriff's Department and Deputy Probation Officers to review client progress and program recommendations

Evaluation and Data Analyst, *Asian Youth Center* **August 2017-August 2021**

- Analyze and report data to meet reporting needs
- Provide technical support to staff regarding database and data collection
- Research best practices in youth and family services and assisted with the development of program models and Theory of Change
- Research, developed, and submitted grants

Jerica Finley
(661) 468-3364
JericaFinley@gmail.com

Case Worker/Facilitator, *Asian Youth Center* **September 2016-August 2018**

- Qualified to facilitate restorative justice, mediation, and conflict resolution services to children, adults, and their families through individual or group circles.
- Facilitate social learning models for high-risk/at-risk youth and parents.
- Maintained casework services with adults, children, and their families through individual and family counseling.
- Conduct behavioral counseling to youth and their families to help reduce their criminal involvement, overcome barriers to success, and improve interpersonal relationships
- Provide case management and accurate documentation promptly
- Collaborate with the Deputy Probation Officers to review client progress and program recommendations

VOLUNTEER/INTERNSHIP

Volunteer, *House of Deliverance,* Palmdale CA **November 2015-January 2018**

- Outreach to homeless and needy families in the community setting to provide food and linkage to community resources
- Assist in providing and preparation of food
- Engage individuals in a strength-based approach when providing services

Volunteer, *Department of Mental Health,* Palmdale CA **May 2016-November 2016**

- Thorough documentation clearly and concisely per DMH standards
- Strong commitment to the homeless and veteran population to ensure their wellbeing.
- Conduct mental health services in a community setting to help clients to develop appropriate coping skills and improve interpersonal relationships
- Provide case management and linkage to outside resources for clients
- Collaborate with multi-disciplinary teams to review client cases, treatment approaches, client progress, and treatment recommendations
- Outreach and Engaged homeless population with DMH SB82 Mobile Triage Team
- Provide case presentations during weekly individual supervision

Intern, *Mental Health America,* Lancaster CA **December 2015-April 2016**

- Collaborated with Mental Health professionals and community professionals to ensure stability and permanence for clients in the community.
- Engaged individuals in a strength-based approach when providing services.
- Collaborated with multi-disciplinary teams to review client cases, review treatment planning, client progress, and treatment recommendations
- Maintained casework services with adults, children, and their family through individual, and family therapy.
- Provided support services by linking clients to community resources
- Attended resource fairs for Community Wholeness and Enrichment
- Fully prepared to present cases in weekly individual and group supervision

Intern, *Los Angeles Homeless Service Authority,* Lancaster CA **November 2015- April 2016**

Jerica Finley

- Assisted the Outreach coordinator
- Conducted education outreach to community groups
- Provided case management and referrals to clients
- Collaborated with multi-disciplinary teams to review client cases, treatment approaches, client progress, and treatment recommendations

CERTIFICATES, LICENSE& REGISTRATIONS

Adult, Child, and Infant CPR/AED & First Aid
Mental Health First Aid
Mediation and Conflict Resolution (40-hour Training)

Manith Thaing

Summary

Over the past fifteen years I have gained a wealth of knowledge and experience working, collaborating, and engaging with nonprofits, government agencies, and local businesses and establishments to build a strong relationship to provide awareness concerning education, health, and social issues for youth, young adults, and the community to utilize the skills they learned to find their voices to empower themselves and their future.

Employment History

Asian Youth Center
Program Director, San Gabriel, CA (July 2021- present)

As the Program Director my responsibilities are to provide support and direction for education and community engagement programming in the areas of program operations, contract monitoring and reporting, evaluation, staff supervision, team building, personnel administration, public relations, fundraising, and administrative operations for the department. Programs include but are not limited to: Youth & Parent Leadership Development program at high schools, K-8 afterschool programming, COVID-19 education & outreach, TEAM & CHANGES community education and assistance programs, etc. In addition, the Program Director is a member of the Directors Team and Management Team and as such provides support and assistance to the Executive Director for the agency

HomeFirst Services
Program Manager, San Jose, CA (April 2020- October 2020)

As the Program Manager my responsibilities are for the day to day operations and management of supportive services, providing direct management and support to case managers and clinical staff. Assist case managers in maintaining a caseload to access resources and support services for individuals who live in a community housing apartment complex to maintain their housing. Ensure case managers provide support services that will empower individuals to better manage their lives while promoting self- sufficiency. Oversee that all documentations for the program is conducted within agency guidelines, assist in development and oversight of life skills workshops and clinical groups to individuals. Collaborate and partner with Property Management and Lead Resource Manager regarding support services for clients on site to maintain their housing.

Edgewood Center for Children and Families
Program Manager, San Carlos, California (May 2016- March 2020)

As the Program Manager my responsibility is to provide oversight and management of the Edgewood Drop- in Center. This role works in alignment with other program leadership roles and collaborates on effective strengths-based service delivery. Responsible for direct supervision of staff, programming and milieu management at the Drop- in Center, workshop/ group creation and facilitation, outreach and partnership with community agencies/ providers and program development.

Children and Youth Services Program Manager
Asian Health Services, Oakland, California (May 2014- August 2015)

As the Children and Youth Services Program Manager my responsibility is to manage all aspects of children and youth services program; provide oversight for the program areas including staff, grants/contracts, budget management, patient and community education, service referral, linkage to care for patients, management collaboration, and patient advocacy. The position act as a liaison between the Children and Youth Services program and all other Asian Health Services departments and clinic locations pertaining to access care and support for children and youth, trains and supervise program staff, and represents the program to outside agencies and external collaborations.

Youth Program Coordinator
Asian Health Services, Oakland, California (September 2011- May 2014)

As the Interim Program Coordinator for the Youth Program my responsibility is to develop, implement, coordinate, supervise, and evaluate the Youth Program activities. In consultation with the Community Services Director, the Youth Program coordinator has charge of the day to day operations of the Youth Program. The position ensures that all contractual obligations, requirements, and protocols are met. Provide direct supervision of Community Health Specialists/ Advocates, and/or interns and oversee programming aspects including; one-to-one counseling services, youth leadership development, youth clinical access including supervision of weekly Teen Clinic, as well as health education and outreach activities.

Community Health Advocate
Asian Health Services, Oakland, California (June 2001- September 2011)

As the Community Health Advocate for the Youth Program our mission is to provide quality services to youth (ages 12-21) in the community. My responsibilities involve primary prevention via in-class comprehensive sexual health education presentations, community outreach, providing clinical access, health education counseling, and through complementary alternative activities such as a youth leadership development program called the Peer Leaders. Attend meetings with community stakeholders and other youth serving professionals to maintain a strong referral linkage for our youth to access additional support services. Specialize in working with high-risk youth, including those youth at-risk for sexual exploitation.

Skills of Interest

Speaking engagement panelist: A Community Dialogue on Teen Pregnancy Prevention among Southeast Asians (2001)

Co- founder of Banteay Srei program: Banteay Srei is a youth development, asset building organization that is nonjudgmental of young Southeast Asian women who are at risk of or engaged in the underground sex trade (2004)

Co- presenter of Working with Commercially Exploited Children at the first National Asian Pacific Islander American Women Forum (NAPAWF) Sexual and Reproductive Health, Rights, and Justice Policy conference (2005)

Co- presenter of Commercially Sexually Exploited Children: Primary Care, Public Health, and Advocacy in a Community Health Center workshop at the National Conference on Health and Domestic Violence (2012)

Co- presenter on Roadmap to Improving Adolescent Health and Wellness Outcomes thru collaboration, maximizing resources, and leveraging partnerships at the Bridging the Gaps: Eliminating Disparities in Teen Pregnancy and Sexual Health Human and Health Services (HHS) Teen Pregnancy Prevention Grantee Conference (2014)

Certified Trainer in Coaching for Impressive C.A.R.E (Connect, Appreciate, Respond, and Empower) for Managers and Supervisors (2014)

Board member of Devata Giving Circle which is a group of committed Cambodian- American women, joined together to help raise funds for organizations working to advance the leadership and human rights of Cambodian women and girls (2015- present)

Education

California State University of Hayward, Hayward, California (September 1991- December 1998)

Graduated with a Double Option Major in Ethnic Studies and a Minor in Women Studies

California State University of East Bay Continuation Ed, Oakland California (September 2018- June 2019)

Non-Profit Management Certification Program


Luminaira, Irvine

05 DEVELOPMENT PROGRAM & SCHEDULE

05-A Development Program

VISION STATEMENT

Our vision for Paseo de Las Palmas is a vibrant project that will seamlessly integrate with the City's new public park and address the housing crisis through the construction of 186 affordable homes with onsite social services, in the shortest amount of time.
Our preliminary concept and proposal was anchored by our three main objectives:

QUALITY DESIGN THAT INTEGRATES WITH THE PROPOSED PARK AND NEIGHBORHOOD CONTEXT

For over six decades MacLaren Hall has acted as a barrier dividing the communities along Gilman Road and Durfee Ave. Our proposal envisions a new vibrant affordable housing community designed to support low-income families, children, transition aged youths, seniors and disabled individuals as well as complement the City's new public park and link two historically divided neighborhoods. The Related Companies of California, LLC ("Related") and Studio T-Squared Architects ("STS") have won many design awards – being leaders in creative, high-quality affordable housing projects that contribute to economic and physical development, while enhancing the surrounding neighborhood character. For this RFQ, STS has developed a preliminary site plan that seamlessly integrates the housing with the City's proposed park, with neighborhood-scaled three story buildings and a central community building that anchors the site as a whole.



PASEO WITH SPACE FOR A NIGHT MARKET

Our preliminary concept introduces a drive lane that connects Durfee and Gilman, which allows for circulation of cars, but also permits the possibility of hosting "pedestrian only" events that would benefit both residents and the local community. Drawing upon the tradition of night markets and pop-up mercados, our design provides an opportunity for outdoor gathering events that will bring the community together. This paseo provides a natural border between the housing and the park space, and will have high quality lighting and seating areas for the enjoyment and safety of residents.

QUALITY SOCIAL SERVICES

We believe that the families in our housing are best served when they are supported by a strong, local services partner that offers a range of services. We have therefore included on our team the Asian Youth Center (AYC) is a 32-year-old independent 501(c)(3) community-based non-profit organization AYC was founded in 1989 to meet the social service and health needs of Asian immigrant youth and families in the San Gabriel Valley. Over the years the agency has grown from a small annual budget of $160,000, serving less than 100 youth in a small geographic area, to the organization it is today, with an annual budget of more than $4 million, serving more than 1,430 unduplicated youth and their families and reaching more than 23,000 community members with community education and engagement, over almost a third of Los Angeles County. AYC expanded its scope and services to include youth and families of all ethnicities, while still retaining its core cultural and linguistic competence with Asian immigrants. Today, AYC provides services in Chinese (Can-

tonese and Mandarin), Vietnamese, Spanish and English. In addition, AYC is currently working with Related on a similar affordable housing project being developed in the City of San Gabriel.

DESIGN

Architecturally, the buildings are envisioned as Modern Style walk-up flats with stoops, patios and balconies. Buildings are oriented with balconies and patios fronting onto both Durfee and Gilman, creating pedestrian-friendly frontages, or towards the central green space. This landscaped open space is envisioned as play areas for children as well as community gardens with a direct connection to the proposed Public Park. It also helps to break up the project as separate smaller buildings to give a sense of scale as well as to provide a park-like setting for the community. The three-story walk up building type is a very cost effective building typology that allows for efficient construction and is also an appropriate scale and density for this neighborhood. By employing pre-fabrication methods, components of the residential buildings can be manufactured off-site and be assembled quickly to shorten construction time frame. Thus, through pedestrian-centered urban and building design as well as innovative construction techniques, we hope the project can transform this site from one that divides into one that connects.

The residential buildings will foster meaningful relationships between residents by positioning the buildings along shared common outdoor space anchored by a prominently located Community building. The Community Center building will be highly visible serving as a welcoming place. This building will be the community's gathering hub, welcoming guests, users and residents. Bike welcome areas and curb parking for vehicles have been designed for drop off and short-term parking. The Community Center will include office space for on-site leasing, property management and social services staff and will include amenities such as a children's play area, restrooms and community room with full common kitchen. This building provides an identity for the residential community and will orient visitors as they arrive. We envision working with the City to integrate the function of this Community building with the other facilities that will be provided in the City park.

SITE PLAN AND PHASING

Related is proposing the Project to be developed in 3 phases (see table below). The entire Project will consist of 9 residential buildings totaling 186 units and a community building. A total of 186 surface parking spaces will be available for tenants, guests, and property staff. The residential buildings will be comprised of 18-unit or 24-unit 3-story walk-up buildings. Phase 1 totaling 60 units will include two 18-unit buildings, one 24-unit building, community garden, and community building. The community building will include community room, property management offices, and social services office. Phase 2 totaling 60 units will include two 18-unit buildings, one 24-unit building, and open common space. Phase 3 of the development will be the last phase to be developed and will comprise of 66 units within two 24-unit buildings and one 18-unit building.

	Phase 1	Phase 2	Phase 3	Total
Total Units	60	60	66	186
# of Bldgs	4	3	3	10
Parking Spaces	60	60	66	186
Residential Bldg Type	18-unit 18-unit 24-unit	18-unit 18-unit 24-unit	24-unit 24-unit 18-unit	-
Community Building	1	-	-	1

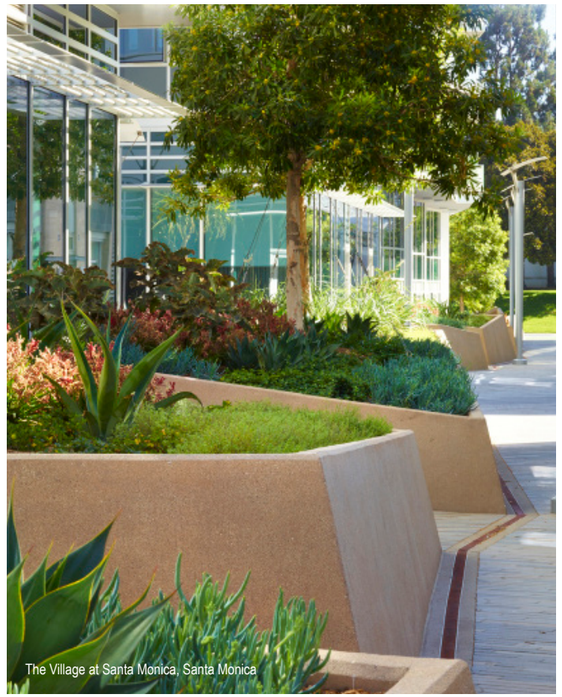
MODULAR PROTOTYPE

Related and STS have designed a series of efficient residential building modules that can be produced in an offsite factory and quickly assembled onsite, resulting in an ability to shorten the construction. These "prototypes" have been designed to meet all regulatory guidelines, building codes and energy standards.

We are proposing two prototype buildings types: 1) 24-units and 2) 18-units. The prototypes are both three story walk up buildings and includes 6 or 8 units per floor with two internal staircases, common hallway, laundry and locker storage on each floor. All of the ground floor units would be located on accessible pathways. The project is designed to provide a minimum of 5 percent housing accessible for persons with mobility disabilities in accordance with the Uniform Federal Accessibility Standards (UFAS) and an additional 2 percent of the dwelling units accessible for persons with hearing or visually impaired.

The apartment floor plans are designed to function extremely well in the most cost-efficient shape possible. Our unit plans are designed to provide livable apartments while maximizing light and natural ventilation.





The Village at Santa Monica, Santa Monica

UNIT AMENITIES

A combination of public and private open spaces are provided for the enjoyment of residents and their guests, and all units have private decks. Inside each one-bedroom, two-bedroom and three-bedroom residence, abundant sunlight is maximized through building orientation and large windows. Also, the large windows bring plenty of air into the building for the well-being of the residents. All units will include the following amenities:

- Window coverings/blinds
- Energy efficient windows (Dual pane/ Low-E)
- Bulk storage cabinet
- Solid-surface countertops
- Central air/heat
- Durable luxury vinyl tile flooring throughout
- Refrigerators, range, dishwashers



Solaira, Irvine

UNIT MIX AND AFFORDABILITY

The proposed Project is a 186-unit affordable housing development for low income individuals and families. The Project will be developed in 3 phases. 50% of the units in Phase 1 and Phase 2 will be reserved for Special Needs population. We have structured the unit mix's affordability distribution to maximize competitiveness for TCAC, LACDA, and HCD our main proposed leveraging sources:

	Phase 1				Phase 2				Phase 3			
AMI	**1 Bed**	**2 Bed**	**3 Bed**	**Total**	**1 Bed**	**2 Bed**	**3 Bed**	**Total**	**1 Bed**	**2 Bed**	**3 Bed**	**Total**
30%	12	13	4	29	12	13	4	29	6	4	3	13
50%	4	4	7	15	4	4	7	15	9	9	5	23
60%	4	4	7	15	4	4	7	15	9	10	10	29
Manager	-	1	-	1	-	1	-	1	-	1	-	1
Total	**20**	**22**	**18**	**60**	**20**	**22**	**18**	**60**	**24**	**24**	**18**	**66**
% of Total	33%	37%	30%		33%	37%	30%		36%	36%	27%	

PASEO NIGHT MARKET/MERCADO

This north-south Paseo is conceived as a 26'-0" wide connector road that links the individual buildings to the Community Center as well as provides pedestrian connections to link the existing neighborhoods.
The Paseo will be the "Spine" of the community central to everyday life. If selected, we envision working with the City, AYC and other non-profit organizations to program and host a new neighborhood Night Market/ Mercado that draws on both Asian and Latin American traditions, inspired by the successful 626 Night Market and Asia's famous outdoor markets as well as pop-up Mercados that are popular in Mexico. Through collaboration we would work to infuse the Paseo Night Market/Mercado events with fun and innovative ways to deepen connections across the city's increasingly diverse neighborhoods and create economic opportunities for new residents.

The Paseo Night Market/Mercado will be designed to be a reflection of El Monte's diverse neighborhoods. We would work with local organizations to recruit local food truck vendors, local restaurants, mom and pop shops, and entrepreneurs that are just getting their business off the ground. Our Night Market is envisioned to bring people together, sharing food, bridging neighborhoods and fostering community wellbeing while reinforcing civic life.



The Paseo will feature a curb less design to foster better pedestrian connectivity and can be closed off for regular Night Markets, food trucks, farmers markets as well as other community events. Additionally, the Paseo connects to the East-West landscaped open spaces between each building which features a large landscaped park as well as Community Gardens. This, in turn, connects the development with the City's proposed 6 ac. Public Park. It is through these interlinked connections that the communities along Durfee Ave. and Gilman Road are reconnected.



Luminaira, Irvine

SOCIAL SERVICES

Residents of the new housing will enjoy a multitude of on-site amenities, including a community kitchen, multi-purpose/lounge area, computer room, laundry room, outdoor tot lot, and adjacency to the city's newest park. AYC is experienced in providing social services to the San Gabriel Valley and has custom-crafted programming that will take advantage of the richness and diversity of the tenant population, with culturally specific job readiness training and wellness classes and after school programming for children.

AYC proposes to provide strengths-based, holistic, developmentally appropriate, community-based services that are tailored to respond to the strengths, interests, and experiences of each person. AYC is a diverse organization that is deeply committed to providing gender specific as well as culturally, linguistically (English, Spanish, and Chinese) competent services.

AYC will provide ongoing supportive services that are tailored to each person (level, intensity, and type of intervention) with ongoing reassessments to ensure services are relevant and effective. AYC will participate in the Coordinated Entry System (CES) to provide the best services for youth and families.



AYC currently employs a diverse team of Case Managers, Community Health Workers, and other staff capable of building trust and rapport with youth clients, their parents/guardians, other adults and seniors and providing efficient and effective services with a frequency and duration that is tailored to the needs of each client – doing whatever it takes to assist clients, depending on client needs. AYC proposes to utilize current staff as well as new hires who are well trained and supported so they can seamlessly deliver services and/or develop linkages to assist clients with accessing a range of services tailored to the resident population.

AYC makes a positive, powerful impact in the lives of high-risk high-needs youth and families we serve. We take a positive youth development and community empowerment approach to all our programs and services. This is an asset-based approach to partnering with youth and families to help them build upon their strengths to achieve their goals rather than focusing on deficits. By engaging in the proposed services, participants will reduce risk-factors and increase protective factors, giving them a greater opportunity to succeed and contribute positively to their communities.



Finally, AYC takes an evaluation and learning-centered approach to providing services. AYC began building our organizational capacity to collect data, analyze, and learn from that data in 2014 and over the years we have expanded those initial efforts to organization-wide evaluation and learning with intentional program designs modeled on evidence-based practices. In 2015, AYC expanded the cloud-based data system to include units of service, and refined client centered program models that leveraged resources (including government funding) to better meet the needs of participants. In 2016, we broadened our data system to include outcome metrics. By 2017, AYC successfully tracked outcome metrics for all our programs and services and were regularly analyzing the data to further refine and improve the program delivery for all AYC programs and services. In 2018 and 2019, AYC developed and implemented constituency voice feedback loops for most programming and redesigned some programs based on client feedback. AYC will have no trouble collecting the data to ensure that we successfully meet the performance measures of the proposed services. In 2020 and 2021, AYC began updating our internal information-technology and data collection and evaluation systems again, and hired a Director of Evaluation, Leaning, and Contract Compliance to oversee organization wide program planning, evaluation, reporting and compliance.

ALIGNMENT WITH EXISTING PLANS AND GOALS

GENERAL PLAN

Vision El Monte, the City's 2011 General Plan, envisions creating and sustaining a community that appreciates its heritage, respects its cultures, and is a place of hope, opportunity, and achievement for the future. These aspirations provide the foundation our development proposal.

We recognize that the El Monte community is bound together by our strong sense of family, culture, and commitment to help one another achieve a better future. We cherish the opportunities to weave together and celebrate the richness and diversity of the community in our proposal.

We have taken these goals to heart and are proposing a design that accentuates the current urban fabric and doesn't distract from, but celebrates the existing patterns – creating spaces that are unique, but integrate well into the existing neighborhood – as this project is only blocks away



The MacLaren Hall site is located in *River East Area*. The River East neighborhood is bordered by the San Gabriel River to the east and Interstate 10 to the south. This neighborhood is made up primarily of residential uses, in particular, multiple-family planned residential developments. The neighborhood is continuing to complete the transition to planned residential uses.

As stated in the General Plan, El Monte prides itself on the quality of its residential neighborhoods. Our proposal honors the existing neighborhoods providing new affordable housing options and celebrating civic life and diversity through our Night Market proposal.

HOUSING PLAN

As noted in the 2014-2021 Housing Element, the City has a strong history of supporting high-density, mixed-use, and affordable housing. Through this affordable housing project, Related is helping fulfill housing needs of the Housing Element, which is one of the seven mandatory elements of the City's General Plan. According to the 2014-2021 Housing Element, in 2010, eighty four percent (84%) of all households were classified as families.

In 2010 the median income of households in the City is approximately $41,820, and it reflects differences in family size, composition, age, and other factors. Approximately 67 percent of households earn low income, defined as less than 80 percent of the County median family income (MFI). Moderate and above-moderate income households, earning 80 percent or more of MFI, comprise the remaining households (33 percent) in the City. Related is proposing affordable housing targeted to the City's greatest need (30-60% of AMI) contributing to the City's affordable housing inventory.

Below are ways that this proposed development is directly addressing Housing Element goals:

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. Our proposal will provide fully accessible ground floor units for disabled residents and seniors.

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 child care. Our proposal will include over 50% 2 and 3 bedroom units designed for families with children. Residents will have access to after school programs and education classes provided by AYC.

H-4.3 Partnerships Continue to fund community-based, nonprofit, and other service organizations that provide supportive services to seniors, families, homeless people, disabled people, and other special needs populations in El Monte. Our proposal will incorporate supportive housing for special needs populations including: Transition Aged Youth, homeless, disabled individuals and seniors.

The City is in the process of updating the new Housing Element that will cover the planning period from October 2021 through October 2029. The new Housing Element will need to accommodate the new Regional Housing Needs Assessment (RHNA) number. Based on the March 2020 RHNA projects for 2021-2029, El Monte is expected to need 8,502 new housing units for all levels of income. As such, Paseo de Las Palmas will help the City to satisfy the RHNA goals but more so, will help provide much needed affordable housing for those individuals and families in need.

OUR VISION FOR SUSTAINABLE LIVING

Related Companies is a leader in **environmentally-conscious real estate development**. Building performance and environmental responsibility are essential attributes in a quality environment and evidence of our commitment to excellence. We will continuously advance design, construction and management of our buildings to achieve greater building performance as shown in our selection of **proposed sustainable design features** on this development.

SUSTAINABILITY GUIDING PRINCIPLES

Related is committed to ensuring that our affordable housing developments incorporate as many environmentally sensitive and sustainable design features as possible. Partner Energy, with whom Related has worked on a number of projects throughout Southern California, will be retained by Related as a sustainability consultant for this development. Currently, we are targeting GreenPoint Rated under the well-recognized Build It Green rating system and incorporating the latest Energy Star Qualified New Homes design principles. If selected, Related will schedule a full day "green" charrette with the City as we consider the future site plan, program and design details for the Project. All elements of the design will be evaluated to determine which "green" features can be incorporated.

Our goal is to design a building that promotes sustainability as a holistic building concept while paying close attention to the security and well-being of its residents. This effort starts with site layout and design and continues through construction by creating a healthy and efficient building. To meet our commitment to provide an environmentally sound and a high quality project, we employ the 'Core Principles of Sustainability' as a guideline to determine and prioritize sustainability related goals and objectives.



SUSTAINABILITY GUIDING PRINCIPLES

INTEGRATIVE PROCESS, INNOVATION & DESIGN • Innovative measures as design methods, regional credits, and exemplary performance Innovations that would integrate best practices of everyone on the team.

LOCATION AND TRANSPORTATION • Placement of development in socially and environmentally responsible ways in relation to the larger community.

SUSTAINABLE SITES • Use the entire property to minimize project's impact on the site.

WATER EFFICIENCY • Implement water conservation practices, indoor and outdoor, that are built into the home.

ENERGY AND ATMOSPHERE • Optimize of energy efficiency in well insulated, tight building envelope with efficient heating and cooling systems.

MATERIAL AND RESOURCES • Reduce the amount of material waste during construction and selection of green products.

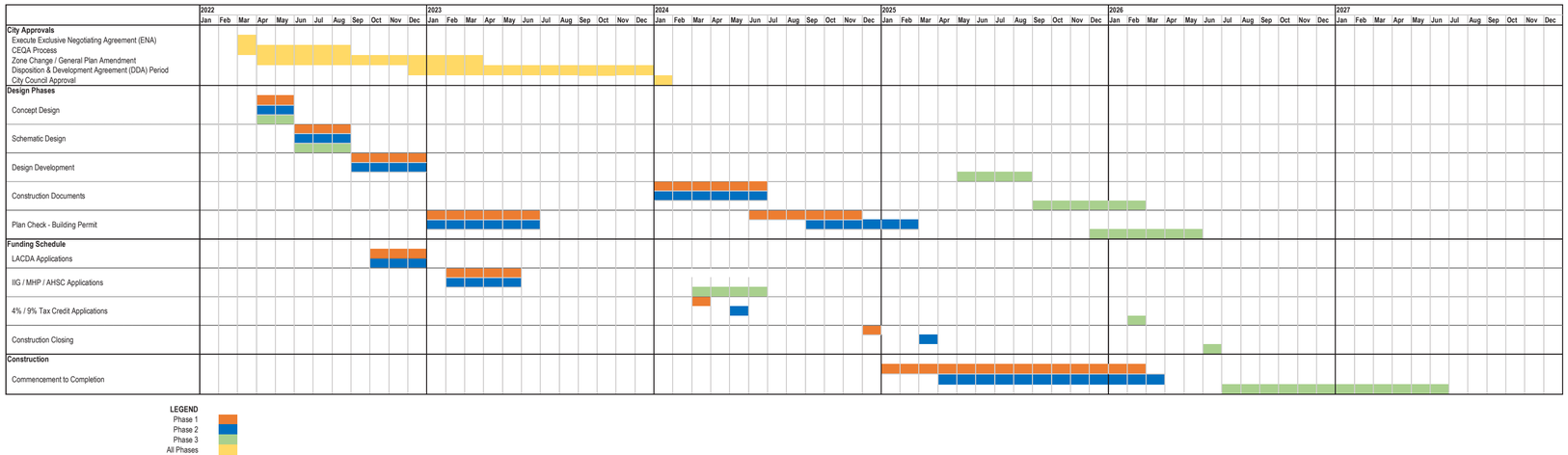
INDOOR AIR QUALITY • Improve indoor air quality by reducing air pollution with Energy Star appliances, installation methods and ventilation measures.

AWARENESS AND EDUCATION • Create a homeowner's manual covering the operation and maintenance of the green features of the home.



05-B Development Schedule

Related is proposing for Paseo de Las Palmas to be **developed in three phases**. While all 3 phases will follow the **same timeline in regards to City Approvals** (entitlements), the design, financing, and construction timeline will follow **three different schedules** as shown below.





PRELIMINARY DESIGN VISION

SITE CONTEXT



186 Units
30.5 units/acre (6.11 acre site)

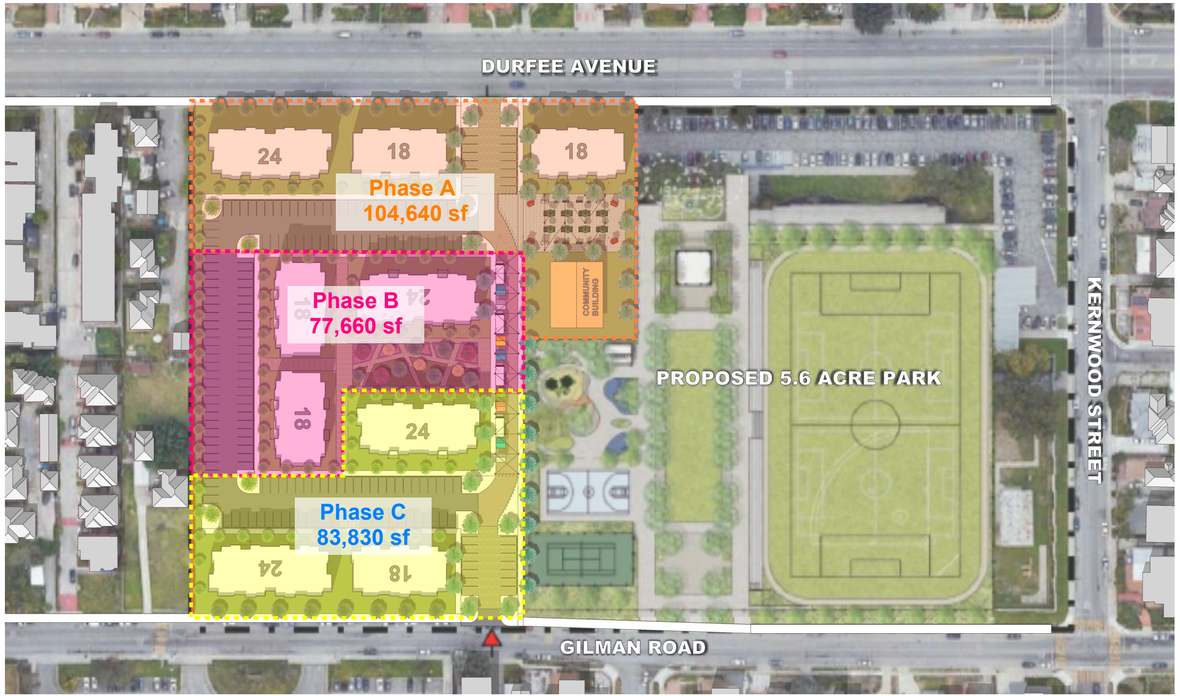
66 @ 1BR (35.5%)
66 @ 2BR (35.5%)
54 @ 3BR (29%)

All 3-story walk-ups

PHASING PLAN

PRELIMINARY DESIGN VISION

SITE CONTEXT



Unit mix

18-unit building
6 @1BR (33%)
6 @2BR (33%)
6 @3BR (33%)

24-unit building
9 @1BR (37.5%)
9 @2BR (37.5%)
6 @3BR (25%)

Phase A
21 @1BR (35%)
21 @2BR (35%)
18 @3BR (30%)
±60 parking

Phase B
21 @1BR (35%)
21 @2BR (35%)
18 @3BR (30%)
±60 parking

Phase C
24 @1BR (36.5%)
24 @2BR (36.5%)
18 @3BR (27%)
±66 parking

186 Units
186 parking
30.5 units/acre (6.11 acre site)

66 @1BR (35.5%)
66 @2BR (35.5%)
54 @3BR (29%)

MASSING AND SCALING



COMMON AREA RENDERING

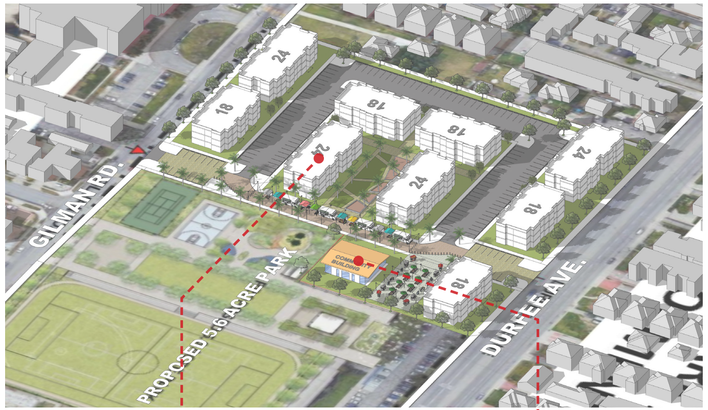


PASEO NIGHT MARKET





MASSING AND PROGRAMMING ORGANIZATION





3 STORY WALK-UP MASSING



COMMUNITY CENTER

BREAK UP BUILDING MASSING INTO SMALL & PLAYFUL ELEMENTS



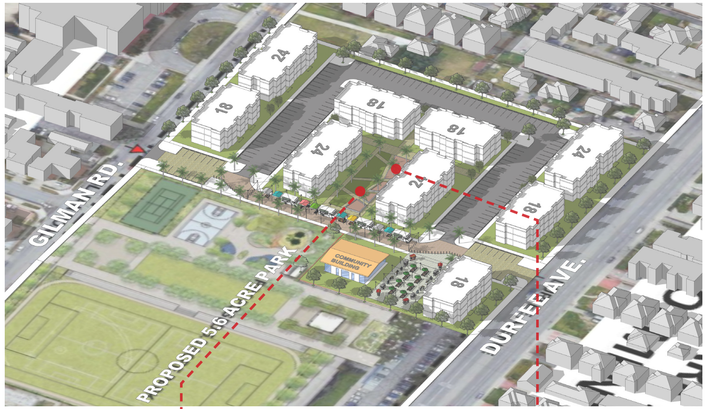
LANDSCAPE GREENBELTS INTERCONNECT BUILDINGS



COMMUNITY CENTER SERVING TENANTS AND NEIGHBORS



OPEN SPACE AND COMMUNITY GARDEN





COURTYARD CONNECTION
TO PROPOSED PARK

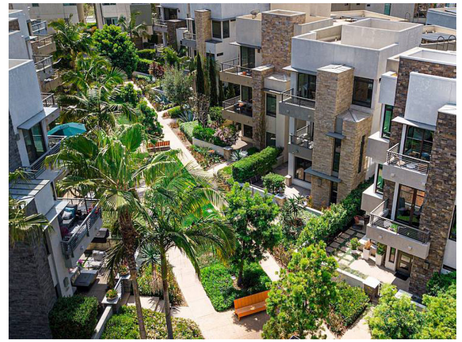


COMMUNITY
GARDEN

SMALL POCKET GREEN
BETWEEN BUILDINGS



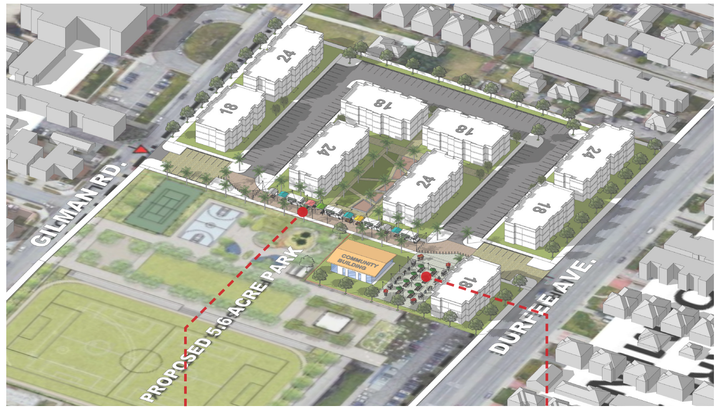
COMMON CENTER
GREEN AS COMMUNITY
FOCAL POINT



COMMUNITY FARM &
FLOWER GARDEN



LIFESTYLE ACTIVITIES





FARMERS MARKET/
PASEO



STREET VENDOR
POP-UP PLAZA

FOOD TRUCK FESTIVAL



CENTER PASEO AS
PEDESTRIAN-ONLY
WEEKEND FARMERS
MARKET



NIGHT MARKET
POP-UP





Via 401, Carson

07-A Financing Plan

As one of the largest and most experienced developers of affordable and mixed-income housing in California, Related has unparalleled experience in assembling the layers of complex financing needed to fund affordable and mixed-income housing. **We have reviewed the requirements of the RFQ carefully and have developed a financing strategy that is realistic and achievable**. We are committed to realizing the City's vision for the project. The following is our in-depth financial analysis.

Related is committed to the successful development and operation of our affordable housing communities. We work tirelessly to integrate our partner's and stakeholder's collective visions while still working within the development's constraints. We thrive on the opportunity to be creative—in program, design, finance, construction, and the populations we serve. As one of the largest developers of affordable housing in the State of California, we benefit from strong ties with the investment and lending communities, and our size and 30 year track record mean that we are able to negotiate the best-possible financing, which is now of even more important with the impact of COVID-19 on the economy.

Our detailed financing plan, including assumptions and information on financing sources is described below. We are proposing to develop the Project in 3 phases to shorten the amount of time needed to begin construction and to provide for maximum flexibility, so that units can be brought online as financing is obtained. All 3 phases follow the same underwriting assumptions but will have different financing plan as outlined below. This proposal relies upon TCAC and industry standard underwriting practices.

UNDERWRITING ASSUMPTIONS & PROFORMA ANALYSIS

INCOME

For the project, we utilized the 2021 California Tax Credit Allocation Committee's Los Angeles County Rents for projects placed in service on or after 4/1/2021. We believe that the strong El Monte rental market will support rents up to 60% AMI.

An additional source of revenue would be from Laundry Income at $6 per unit per month. With this additional source, the Project can general an additional ~$4,500 per year per Phase.



The Curve, Los Angeles

For Phase 1 and 2 of the Project, Related will be applying for Project Based Vouchers on 50% of the units for each Phase (see more detail under LACDA). We are able to leverage a higher permanent loan using this additional voucher income.

OPERATING EXPENSES

The expenses within the provided pro forma are based upon Related's portfolio of over 16,000 units of affordable housing within California. Our operating expense budget was developed by Related Management Company (our affiliate), who has extensive



experience managing large family projects throughout the state. We are confident that these Operating Expenses are in line with market standards and meet all TCAC requirements. Additionally, the Operating Budget for each Phase includes an annual service budget for the successful operation of a robust social services program operated by AYC.

TAX CREDIT ASSUMPTIONS

Based on the financing sources, we assume the payment of both Davis Bacon and State Prevailing Wages. As such, we are utilizing the 20% threshold basis limit increase for prevailing wages. The Tax Credit Pricing is based on current market trends. We are assuming that this Project's equity will be competitively bid, generating top dollar for the credits. Related has assumed $0.92 federal credit pricing for 9% & 4% tax credits.

UTILITY ALLOWANCES

We have utilized the LACDA utility allowance schedule for multi-family projects as published on 07/01/2021.



RESIDENTIAL VACANCY

Vacancy has been underwritten at 5% for the general affordable units and 10% for the special need units.

RESERVES

- Replacement Reserves: According to the California Department of Housing and Community Development (HDC) requirements for new construction projects, we have budgeted $500 per unit per year in Replacement Reserve deposits.
- Operating Reserves: Our Development Costs also includes a capitalized Operating Deficit Reserve shown as "Other Costs/ Reserves," which is sized based on three months of operating expenses plus debt service. We believe the Project will have sufficient operating and replacement reserves.
- Transition Reserve: According to HCD's requirements for projects with Project Based Vouchers (PBV), project is to include capitalized Transition Reserve. Phase 1 and Phase 2 includes Transition Reserve shown as "Other Costs/Reserves" in our Development Costs since we are including PBV's for the Special Need units.

BUDGET ASSUMPTIONS

- We assume that Davis Bacon and State Prevailing Wages are required for construction, due to the additional leveraging sources.
- Developer Fee: The Developer Fee is calculated based on TCAC and HCD maximums.



DEVELOPMENT COSTS

The Total Development Costs for each phase is shown below:

	Phase 1	Phase 2	Phase 3
TDC	$ 35,798,356	$ 35,760,176	$ 38,938,272
TDC / UNIT	$ 596,639	$ 596,003	$ 589,974

LEVERAGING PRIVATE AND PUBLIC FUNDING SOURCES

DEBT & EQUITY

Related's track record and strength provides our partners the opportunity to receive the most favorable terms and highest tax credit pricing as we have direct-banking relationships that do not require a syndicator. Upon receipt of an allocation of tax credits, we will select the Lender and Investor through a competitive process to ensure that the development receives the most beneficial terms within the market. Related recently closed construction financing on seven projects and the current equity pricing is around $0.92/ Tax Credit. As such, for the purpose of this RFQ, we are assuming $0.92/Tax Credit. We are sizing our permanent loans using a 5% interest rate with a 35 year amortization.

LOW INCOME HOUSING TAX CREDITS

The California Tax Credit Allocation Committee ("CTCAC") administers the low income housing tax credit program to encourage private investment in affordable rental housing for households meeting certain income requirements. Credits are available for new construction projects or existing properties undergoing rehabilitation. Two types of federal tax credits are available and are generally referred to as 9% and 4% credits. Each number refers to the approximate percentage that is multiplied against a project's requested "qualified basis" to determine the amount of annual federal credits CTCAC will award the project. Because both the 9% and 4% credits are so desirable and in limited supply, CTCAC awards them through a competitive process twice per year for 9% applications and three times a year for 4% applications. Projects compete on point scoring, but because most projects receive the maximum point score, CTCAC's tiebreaker formula generally decides the outcomes.



4% tax credits derive from a project's use of tax-exempt bond authority allocated by the California Debt Limit Allocation Committee (CDLAC) and are limited only by the amount of bond cap available to California. CTCAC awards 4% tax credits competitively to all projects that meet threshold criteria. Recognizing the extremely high cost of developing housing in California, the state legislature authorized a state low income housing tax credit program to augment the federal tax credit program. The state credit is only available to a project which has previously received, or is concurrently receiving, an allocation of federal credits. Thus the state program does not stand alone, but instead, supplements the federal tax credit program. These are one-time credits taken over four years, so there is no tenfold multiplier. Because state credits are also in limited supply, CTCAC awards them competitively as well. 85% of the state credits are integrated into 9% tax credit projects and awarded through the same competition. 15% of the state credits are reserved for 4% tax credit projects, and applicants compete for these state credits in a separate competition.

Related is proposing to utilize 9% tax credits for Phase 2 and will compete in the Los Angeles County geographic apportionment. For Phase 1 and 3, we are proposing to utilize 4% tax credits with tax-exempt bonds. We will work closely with the City to have the various Phases of the Project ready to apply based on the schedule in Section 05-D.

COUNTY OF LOS ANGELES HOME AND COUNTY AFFORDABLE HOUSING TRUST FUND

The Los Angeles County Development Authority ("LACDA") (formerly the Community Development Commission of the County of Los Angeles) provides funds annually through a Notice of Funding Availability ("NOFA") to provide loans for the construction of affordable housing. We plan to apply for 30 project-based section 8 vouchers from LACDA for each of Phase 1 and Phase 2. In addition, we plan to apply for $4.63 million in LACDA funds for Phase 1 and Phase 2 respectively. The LACDA funds comprise of $140,000 per studio, $150,000 per one-bedroom, and $160,000 per two-bedrooms. LACDA funds are a good fit for County projects that offer Special Needs units that are shovel-ready – able to be financed and providing new affordable housing units to communities right away. LACDA's NOFA process is competitive and projects are scored based on criteria, including: amount of funds already committed; developer; property manager and service provider experience; and geography.

AFFORDABLE HOUSING AND SUSTAINABILITY COMMUNITIES ("AHSC") PROGRAM

Administered by the Strategic Growth Council and implemented by the Department of Housing and Community Development (HCD), the AHSC Program funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas ("GHG") emissions. Funding for the AHSC Program is provided from the Greenhouse Gas Reduction Fund (GGRF), an account established to receive Cap-and-Trade auction proceeds. Fifty (50) percent of the available funds are set aside for Affordable Housing Developments, and 50 percent of the available funds are set aside for projects benefitting Disadvantaged Communities. The AHSC Program will assist project areas by providing grants and/or loans, or any combination thereof, that will achieve GHG emissions reductions and benefit Disadvantaged Communities through increasing accessibility of affordable housing, employment centers, and key destinations via low-carbon transportation resulting in fewer vehicle miles traveled (VMT) through shortened or reduced trip length or mode shift from Single Occupancy Vehicle (SOV) use to transit, bicycling, or walking. Three Project Area types have been identified to implement this strategy:

- Transit Oriented Development (TOD) Project Areas
- Integrated Connectivity Project (ICP) Project Areas, or
- Rural Innovation Project Areas (RIPA)



We have conducted preliminary research to determine that the Site would be considered as being in an ICP Project Area and therefore, Phase 3 in partnership with the City of El Monte can utilize AHSC funds. ICP projects must propose an affordable housing development in addition to Sustainable Transit Infrastructure ("STI"), as well as Housing Related Infrastructure ("HRI") or Transit Related Amenities ("TRA"). Related is very familiar with the AHSC program the most competitive projects involve a partnership with local transit agencies, so if we were to pursue this source for a project on the Site, we would coordinate meetings between Related, the City, Metro, and Bus Lines to determine transit infrastructure that could be developed to support a successful application. In addition, the Site is in a "Disadvantaged Community" under SB535, and according to the CalEnviroScreen 3.0 tool the site would be considered Disadvantaged and would therefore have a competitive advantage under the AHSC program.

INFILL INFRASTRUCTURE GRANT ("IIG") PROGRAM

The purpose of the IIG Program is to promote infill housing development by providing financial assistance for Capital Improvement Projects that are an integral part of, or necessary to facilitate the development of, a Qualifying Infill Project or a Qualifying Infill Area. IIG is grant assistance, available as gap funding for infrastructure improvements necessary for specific residential or mixed-use infill development projects or areas. Funds will be allocated through a competitive process, based on the merits of the individual Infill Projects and Areas. Application selection criteria includes project readiness, affordability, density, access to transit, proximity to amenities, and consistency with regional plans.

Program grant funds must be used for reasonable and necessary costs of a Capital Improvement Project. Costs must be reasonable compared to similar infrastructure projects of modest design in the general area of the Capital Improvement Project. Eligible costs include the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvements of the following:

- The creation, development, or rehabilitation of Parks or Open Space.
- Water, sewer, or other utility service improvements (including internet infrastructure), including relocation of such improvements.
- Street, road, and bridge construction and improvement.
- Site clearance, grading, preparation, and demolition necessary for the development of the Capital Improvement Project.
- Sidewalk or streetscape improvements, including, but not limited to, the reconstruction or resurfacing of sidewalks and streets or the installation of lighting, signage, or other related amenities, including shade structures, seating, landscaping, streetscaping, and public safety improvements.

We intend to utilize IIG funding to pay for a variety of eligible expenses, including site clearing, grading, road and infrastructure improvements and landscaping and open space. We will examine whether the project can apply as a Qualifying Infill Area which will fund all three phases. Related has successfully secured IIG funding for previous projects, including Rose Hill Courts Phase I in El Sereno and Paradise Creek apartments in National City.

MULTIFAMILY HOUSING PROGRAM

The MHP loan program is a state program to assist the new construction, rehabilitation and preservation of permanent and transitional rental housing for lower income households.

MHP is structured as a deferred payment loan with a 55 year term.

- 3 percent simple interest on unpaid principal balance, except under certain conditions
- For the first 30 years of the loan term, payments in the amount of 0.42 percent are due annually
- MHP funds will be provided for post-construction permanent financing only.

Related has successfully secured MHP funding for previous projects, including Sugar Pine Village in South Lake Tahoe.

ENTITLEMENT AND ENVIRONMENTAL REVIEW ASSUMPTIONS

- For Paseo de Las Palmas, we are proposing a density of approximately 30.5 dwelling units per acre. As the site is currently zoned "Public Facilities" we would work closely with the City on a Zone Change and General Plan Amendment to support our proposed density.
- The schedule incorporates 12 months for CEQA review and entitlements. While aggressive, we believe this timeline is achievable, particularly if there are previous environmental review documents that can be used to "tier" off of. For example, we will examine whether the City can utilize SB226, which applies to eligible infill projects that fall within the scope of a prior planning-level decision (such as a General Plan or Specific Plan) for which a city or county previously prepared an Environmental Impact Report (EIR). For such projects, S.B. 226 limits CEQA review to project-specific impacts not addressed in the prior EIR or adverse impacts shown by substantial new information to be "more significant" than described in the prior EIR. If no such impacts exist, S.B. 226 constitutes a de facto exemption from further CEQA review. Moreover, if a city, county, or CEQA lead agency has adopted uniformly applicable development policies or standards ("local policies") and finds that those policies will "substantially mitigate" a project-specific or more significant impact, that impact does not trigger further CEQA review. Conversely, where project-specific or more significant adverse impacts exist, the EIR need not consider alternative locations, densities, building intensities, or growth-inducing impacts, thus substantially speeding the review process.

PARKING



We are assuming a one-for-one parking. Phase 1 and Phase 2 will consist of 60 parking spaces each and Phase 3 will consist of 66 parking spaces totaling 186 parking spaces.



07-B Pro Forma

SUMMARY OF PRO FORMA

	Phase 1 (60 Units)	Phase 2 (60 Units)	Phase 3 (66 Units)
PROJECT DATA			
Project Type	Family	Family	Family
County	Los Angeles	Los Angeles	Los Angeles
Total Units	60	60	66
Parking Spaces	60	0	0
Land Area	2.4	2.04	2.04
Net Residential Area	48073	48073	51921
Construction Months	14	14	12

	Phase 1 (60 Units)	Phase 2 (60 Units)	Phase 3 (66 Units)
OPERATING ECONOMIC ASSUMPTIONS			
Residential Vacancy Rate	5%	5%	5%
Subsidy Vacancy Rate	10%	10%	10%
Income Inflator	3%	3%	3%
Expense Inflator	3%	3%	3%
Property Tax Inflator	2%	2%	2%
Replacement Reserve Inflator	2%	2%	2%
CPI	3%	3%	3%

	Phase 1 (60 Units)	Phase 2 (60 Units)	Phase 3 (66 Units)
SOURCES AND USES			
Total Permanent Sources	$ 35,798,356	$ 35,760,176	$ 38,938,272
Total Development Cost	$ 35,798,356	$ 35,760,176	$ 38,938,272
Over/(Under)	$ -	$ -	$ -

	Phase 1 (60 Units)	Phase 2 (60 Units)	Phase 3 (66 Units)
BASIS CALCULATIONS			
Total Eligible Basis	$ 33,805,164	$ 33,791,045	$ 36,845,455
Adjusted Threshold Basis Limit	$ 68,685,110	$ 34,184,314	$ 59,940,080
Total Eligible Basis as a % of Threshold Basis Limit	49.22%	98.85%	61.47%

	Phase 1 (60 Units)	Phase 2 (60 Units)	Phase 3 (66 Units)
STABILIZED CASH FLOW	Year 1	Year 1	Year 1
TCAC Gross Scheduled Rent	$ 737,496	$ 737,496	$ 957,372
Laundry Income	$ 4,320	$ 4,320	$ 4,752
S8 Gross Scheduled Rent	$ 359,076	$ 359,076	$ -
Vacancy	$ (37,091)	$ (37,091)	$ (48,106)
Subsidy Vacancy	$ (35,908)	$ (35,908)	$ -
Effective Gross Income	$ 1,027,894	$ 1,027,894	$ 914,018
Operating Expenses	$ (472,438)	$ (472,438)	$ (438,658)
HCD Mandatory Debt Service	$ (27,720)	$ -	$ (55,020)
Bond Issuer Fee	$ (8,912)	$ -	$ (7,101)
Net Operating Income	$ 518,824	$ 555,455	$ 413,239
Debt Service	$ (431,768)	$ (462,831)	$ (344,025)
Cash Flow	$ 87,055	$ 92,625	$ 69,214
DCR	1.2	1.2	1.2
Minimum Required DCR	1.2	1.2	1.2

SOURCES AND USES OF FUNDS

Construction Sources	Phase 1 (60 Units)	Phase 2 (60 Units)	Phase 3 (66 Units)
Sources			
Tax Credit Equity	$ 1,243,905	$ 2,023,797	$ 1,355,777
Construction Loan	$ 23,592,143	$ 24,485,244	$ 29,686,824
IIG	$ 3,700,000	$ 3,250,000	$ 5,300,000
LACDA	$ 4,630,000	$ 4,630,000	-
Deferred Cost	$ 2,632,308	$ 1,371,135	$ 2,595,671
Total	**$ 35,798,356**	**$ 35,760,176**	**$ 38,938,272**
Uses			
Total Development Cost	$ 35,798,356	$ 35,760,176	$ 38,938,272

Permanent Sources & Uses	Phase 1 (60 Units)	Phase 2 (60 Units)	Phase 3 (66 Units)
Sources			
Tax Credit Equity	$ 12,439,056	$ 20,237,976	$ 13,557,772
Permanent Loan	$ 7,129,300	$ 7,642,200	$ 5,680,500
IIG	$ 3,700,000	$ 3,250,000	$ 5,300,000
LACDA	$ 4,630,000	$ 4,630,000	-
MHP	$ 6,600,000	-	-
AHSC	-	-	$ 13,100,000
Deferred Developer Fee	$ 1,300,000	-	$ 1,300,000
Total	**$ 35,798,356**	**$ 35,760,176**	**$ 38,938,272**
Uses			
Total Development Cost	$ 35,798,356	$ 35,760,176	$ 38,938,272

DEVELOPMENT PROGRAM BUDGET (TOTAL DEVELOPMET COST)

	Phase 1 (60 Units)	Phase 2 (60 Units)	Phase 3 (66 Units)
ACQUISITION COSTS			
Purchase Price	$ -	$ -	$ -
Other Acquisition Costs	$ 50,000	$ 50,000	$ 50,000
TOTAL ACQUISITION COSTS	$ 50,000	$ 50,000	$ 50,000
PROFESSIONAL FEES			
Architecture & Engineering	$ 1,245,000	$ 1,470,000	$ 1,520,000
Other Professional / Consulting	$ 160,000	$ 160,000	$ 160,000
TOTAL PROFESSIONAL FEES	$ 1,405,000	$ 1,630,000	$ 1,680,000
FEES AND PERMITS			
City/County Fees and Permits	$ 650,000	$ 650,000	$ 650,000
Utility Fees/Costs	$ 140,000	$ 140,000	$ 140,000
TOTAL FEES AND PERMITS	$ 790,000	$ 790,000	$ 790,000
CONSTRUCTION COSTS			
Demolition	$ 352,800	$ 388,800	$ 411,840
Offsite Improvements	$ 395,120	$ 435,439	$ 461,242
Non-Residential Structures	$ -	$ -	$ -
Site Improvements	$ 3,104,186	$ 3,420,940	$ 3,623,662
Commmunity Building	$ 1,028,142	$ -	$ -
Landscaping / Common Areas	$ 2,472,948	$ 2,725,289	$ 2,886,788
Residential Structures	$ 11,793,572	$ 12,996,998	$ 13,767,191
GC Contingency	$ 575,000	$ 600,000	$ 635,000
Escalation	$ 1,973,000	$ 2,057,000	$ 2,179,000
General Conditions	$ 1,084,738	$ 1,131,223	$ 1,198,236
Contractor Overhead	$ 1,138,975	$ 1,187,784	$ 1,258,147
Contractor Profit	$ 911,180	$ 950,227	$ 1,006,518
Contractor Insurance	$ 285,541	$ 297,777	$ 315,417
Construction Bond Premiums	$ 251,152	$ 261,914	$ 277,430
Construction Contingency	$ 1,268,318	$ 1,322,670	$ 1,401,024
Construction Management	$ 100,000	$ 150,000	$ 150,000
TOTAL CONSTRUCTION COSTS	$ 26,734,672	$ 27,926,061	$ 29,571,495
FINANCING COSTS			
Acquisition Loan Costs	$ -	$ -	$ -
Gap Loan Costs	$ 57,848	$ 57,848	$ 57,848
Construction Loan Costs	$ 111,000	$ 111,000	$ 111,000
Construction Loan Fees	$ 237,000	$ 245,000	$ 298,000
Construction Period Interest	$ 720,000	$ 643,000	$ 720,000
Post-Construction Interest	$ 221,000	$ 283,000	$ 253,000
Permanent Loan Costs	$ 50,000	$ 50,000	$ 50,000
Permanent Loan Fees	$ 72,000	$ 77,000	$ 57,000
Bond Issuance Costs	$ 206,000	$ -	$ 206,000
TCAC Fees	$ 82,000	$ 115,000	$ 88,000
TOTAL FINANCING COSTS	$ 1,756,848	$ 1,581,848	$ 1,840,848
OTHER COSTS			
Furnishings, Fixtures & Equipment	$ 170,000	$ 170,000	$ 170,000
Marketing Costs	$ 225,000	$ 225,000	$ 225,000
Legal Fees	$ 150,000	$ 150,000	$ 150,000
Property Taxes	$ 25,000	$ 25,000	$ 25,000
Soft Cost Contingency	$ 303,094	$ 275,014	$ 295,858
Accounting / Audit / Insurance	$ 456,434	$ 466,117	$ 444,400
Developer Fees	$ 3,500,000	$ 2,200,000	$ 3,500,000
Other Costs / Reserves	$ 232,308	$ 271,136	$ 195,671
TOTAL OTHER COSTS	$ 5,061,836	$ 3,782,267	$ 5,005,929
TOTAL DEVELOPMENT COSTS	**$ 35,798,356**	**$ 35,760,176**	**$ 38,938,272**
TDC / UNIT	**$ 596,639**	**$ 596,003**	**$ 589,974**

DEVELOPMENT PROGRAM OPERATING BUDGET (OPERATING EXPENSE)

	Phase 1 (60 Units)	Phase 2 (60 Units)	Phase 3 (66 Units)
RENTING			
Advertising	$ -	$ -	$ -
Misc. Renting	$ 3,600	$ 3,600	$ 3,600
TOTAL RENTING	$ 3,600	$ 3,600	$ 3,600
ADMINISTRATION			
Office	$ 3,100	$ 3,100	$ 3,100
Legal	$ 3,300	$ 3,300	$ 3,300
Audit	$ 9,500	$ 9,500	$ 9,500
Telephone/Computer	$ 8,965	$ 8,965	$ 8,965
Tenant Relations	$ 1,500	$ 1,500	$ 1,500
Misc. Administrative	$ 2,650	$ 2,650	$ 2,650
TOTAL ADMINISTRATION	$ 29,015	$ 29,015	$ 29,015
MANAGEMENT FEE			
Contract Management	$ 43,200	$ 43,200	$ 47,520
TOTAL MANAGEMENT	$ 43,200	$ 43,200	$ 47,520
OPERATING			
Electricity	$ 13,144	$ 13,144	$ 13,144
Water	$ 28,646	$ 28,646	$ 28,646
Gas	$ 4,308	$ 4,308	$ 4,308
Sewer	$ 22,361	$ 22,361	$ 22,361
Exterminating	$ 6,500	$ 6,500	$ 6,500
Rubbish Removal	$ 8,304	$ 8,304	$ 8,304
Misc. Operating	$ 2,350	$ 2,350	$ 2,350
TOTAL OPERATING	$ 85,612	$ 85,612	$ 85,612
MAINTENANCE			
Security	$ -	$ -	$ -
Grounds	$ 21,000	$ 21,000	$ 21,000
Repairs	$ 17,450	$ 17,450	$ 17,450
Elevator	$ -	$ -	$ -
Unit Turns	$ 1,875	$ 1,875	$ 1,875
Misc. Maintenance	$ 3,550	$ 3,550	$ 3,550
TOTAL MAINTENANCE	$ 43,875	$ 43,875	$ 43,875
SALARIES AND BENEFITS			
Office Salaries	$ 48,850	$ 48,850	$ 48,850
Maintenance Salaries	$ 41,500	$ 41,500	$ 41,500
Payroll Taxes and Benefits	$ 24,416	$ 24,416	$ 24,416
TOTAL SALARIES AND BENEFITS	$ 114,766	$ 114,766	$ 114,766
TAXES AND INSURANCE			
Real Estate Taxes	$ 11,820	$ 11,820	$ 11,820
Business Taxes and Licenses	$ -	$ -	$ -
Insurance	$ 49,500	$ 49,500	$ 54,450
Misc.Taxes and Insurance	$ -	$ -	$ -
TOTAL TAXES AND INSURANCE	$ 61,320	$ 61,320	$ 66,270
RESERVES AND OTHER EXPENSES			
Replacement Reserves	$ 30,000	$ 30,000	$ 33,000
Operating Reserves	$ -	$ -	$ -
Social Programs	$ 53,900	$ 53,900	$ 15,000
LACDA Monitoring Fee	$ 7,150	$ 7,150	$ -
TOTAL RESERVES AND OTHER COSTS	$ 91,050	$ 91,050	$ 48,000
	$ -	$ -	$ -
TOTAL OPERATING EXPENSES	**$ 472,438**	**$ 472,438**	**$ 438,658**
OpEx / UNIT	**$ 7,874**	**$ 7,874**	**$ 6,646**

07-C Financial Capacity

Related is an affiliate of the New York based Related Companies, L.P., the largest and strongest privately-held real estate company in the nation with a **portfolio of $60 billion in developments.** This affords us with **unparalleled financing capacity, purchasing and negotiating leverage, and unique access to equity and debt providers.** Our broad platform, operating portfolio, strong balance sheet, and long-term view allows us to weather volatile market cycles. **It also allows us to back our community-based approach to each development with the financial strength of a major national developer.**

ABILITY TO OBTAIN PROJECT FINANCING

Related was founded on affordable housing and is today one of the largest developers and preservationists of affordable housing in the nation. **Related is among the largest developers of affordable housing on the West Coast** and is the largest mixed-income housing developer **with over 30 years of experience** developing housing **utilizing both 4% and 9% Low Income Housing Tax Credits.** We have closed financing and **completed construction on 91 tax credit financed developments** with low income housing tax credits totaling over 15,000 units.

Even during the recession, Related was able to close five projects and complete seven developments totaling 892 units of new construction and rehabilitated affordable housing units during the 2010 calendar year. **Nearly all of our projects have been financed with government sources** of funding such as RAD, HUD Mixed-Finance, Project-Based Vouchers, Project Based HUD-VASH, HOME, MHSA, AHSC, IIG, MHP, VHHP, AHP and LA County funds, and low income housing tax credits, so we are well-versed in leveraging public funding sources and navigating the regulatory complexities that come with them. Through experience and practice, Related has developed a proven track record for developing financially secured projects.

GUARANTEES FOR THE SUCCESSFUL COMPLETION OF THE PROJECT

Related will provide all required financial guarantees including a completion guarantee from The Related Companies, L.P., the largest privately held real estate company in the nation. Not only will The Related Companies, L.P. provide Related with the financial guarantees, but additional guarantees including but not limited to Repurchase Guaranty, Operating Deficit Guaranty, Credit Deficit Guaranty Environmental Indemnity and Compliance Agreement, can be obtained, if applicable.

CURRENT RELATIONSHIPS WITH MAJOR LENDING INSTITUTIONS

As can be verified through contacting our financial references, listed on the following page, **Related prides itself in its ability to obtain the best financial resources through its credibility and capability.** Related has a proven track record of working successfully with numerous local jurisdictions as well as lenders/investors on a variety of challenging affordable housing opportunities. Our 30-year track record, experience, and financial strength gives us unparalleled access to capital, significant purchasing and negotiating leverage, allows us to secure financing on the best available terms, and weather market cycles.

BANKING RELATIONSHPS

Related relishes longstanding with the largest and most active providers of real estate debt and equity capital, and has recently secured debt financings with Wells Fargo, JP Morgan, Bank of America, Deutsche Bank, Fannie Mae, Freddie Mac, Bank of China, U.S. Bank and HSBC, among others.

CAPACITY

Related operates three offices in California, located in Irvine, Los Angeles and San Francisco. We have in-house staff and expertise in all areas of development: financing, design and construction and asset and property management. **Related has the ability and bench strength to handle long development timelines and through volatile real estate cycles,** as can be seen through projects we were able to carry and complete through the Great Recession (including Ocean Ave South in Santa Monica and The Grand Avenue project).

FINANCIAL STATEMENTS & DISCLOSURES

Upon request we can provide financial statements. None of our team has ever defaulted on its financial obligation, nor had a development foreclosed on, or a bankruptcy filed. There have been no legal actions against our team in the past five years.



Garvey Court, El Monte

08 References

Related believes in **building strong relationships** with all partners including, **government, financial, and nonprofit partners**. Below is a list of additional references.

Related consistently **delivers excellent results and builds a strong track record** with numerous public agencies through our ability to execute challenging developments in the most **reliable and reputable manner** over decades of practice in the affordable housing industry.

PUBLIC AGENCIES: SOUTHERN CALIFORNIA

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
Douglas Guthrie • President & CEO
2600 Wilshire Boulevard, 3rd Floor
Los Angeles, CA 90057
Tel: (213) 252-1815
Email: douglas.guthrie@hacla.org
Projects: Rose Hill Courts I & II, Pueblo del Sol I & II, Harbor Village

LOS ANGELES HOUSING AND COMMUNITY INVESTMENT DEPARTMENT
Ann Sewill • General Manager
1200 W. 7th Street, Suite #100
Los Angeles, CA 90017
Tel: (213) 808-8808
Email: ann.sewill@lacity.org
Projects: The Curve @ West Angeles, The Grand, The Emerson

CITY OF SANTA MONICA
Andy Agle • Director, Community Services
1685 Main Street
Santa Monica, CA 90401
Tel: (310) 458-8310
Email: andy.agle@smgov.net
Projects: Ocean Avenue South (Belmar Apartments, The Waverly, Seychelle)

COUNTY OF ORANGE
Julia Bidwell • Director, Housing & Community Development & Homeless Prevention
1300 South Grand Avenue, Bldg. B
Santa Ana, CA 92705
Tel: (714) 480-2801
Email: julia.bidwell@occr.ocgov.com
Projects: Village Heights, Alice Court, Stratford Place - Senior, Windsor Court - Family

CITY OF FONTANA
Acquanetta Warren • Mayor
8353 Sierra Avenue
Fontana, CA 92335
Tel: (909) 350-7606
Email: awarren@fontana.org
Projects: Village at Sierra, Fountains at Sierra, Gardens at Sierra, Plaza at Sierra, Paseo Verde I-III, Rosena Fountains

COUNTY OF SAN BERNARDINO
Dena Fuentes • Deputy Executive Officer, Community Development & Housing Agency
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415
Tel: (909) 387-4411
Email: dena.fuentes@cdh.sbcounty.gov
Projects: Bloomington Grove & Lillian Court, Bloomington II

CITY OF IRVINE
Charles Kovac • Housing Administrator, Neighborhood Services Division
1 Civic Center Plaza
Irvine, CA 92606
Tel: (949) 724-7452
Email: ckovac@cityofirvine.org
Projects: Solaira at Pavilion Park, Luminaira at Parasol Park, Espaira at Parasol Park, Luxaira at Parasol Park

CITY OF ONTARIO
Scott Murphy• Director of Planning
208 W. Emporia Avenue
Ontario, CA 91762
Tel: (909) 395-2419
Email: smurphy@ontarioca.gov
Projects: City Center Senior Apartments, Ontario Emporia

CITY OF ONTARIO
Katryna Gonzalez• Housing Director
208 W. Emporia Avenue
Ontario, CA 91762
Tel: (909) 395-2322
Email: kgonzalez@ontarioca.gov
Projects: City Center Senior Apartments, Ontario Emporia

NONPROFIT PARTNERS: SOUTHERN CALIFORNIA

WEST ANGELES COMMUNITY DEVELOPMENT CORPORATION
Belinda Allen • Executive Director
6028 Crenshaw Boulevard
Los Angeles, CA 90043
Tel: (323) 733-8300
Cell: (323) 386-9270
Email: ballen@westangelescdc.org
Projects: The Curve @ West Angeles

RIVERSIDE CHARITABLE CORPORATION
Ken Robertson • President
14131 Yorba Street
Tustin, CA 92780
Tel: (714) 628-1654 x. 718
Cell: (714) 803-7200
Email: ksr@riversidecharitable.org
Projects: Solaira at Pavilion Park, Luminaira, Luxaira, Montaira

AFFORDABLE HOUSING ACCESS
Bill Salamandrakis • President
3920 Birch Street, Suite 103
Newport Beach, CA 926600
Tel: (949) 253-3120 x. 258
Email: bsalamandrakis@ahaccess.org
Projects: Avon Dakota I, Avon Dakota II, Berkeley 75, Stratford Place – Senior, Windsor Court – Family, Paseo Verde I, Paseo Verde II, Paseo Verde III, Pradera Apartment Homes I, Pradera Apartment Homes II, VIA 425 Apartments I, VIA 425 Apartments II, The Arbors at Vintage Crossings, The Arbors at Oak Park, 740 South Olive Street, Triada Court, Triada Gardens/Village, South Street Anaheim, Vista Angelina, Village at Willow Glen, Mayfield Place

Related prides itself in its ability to **obtain the best financial resources through its credibility and capability**. Provided on the right side are current financial agencies' references.

Upon request, we can provide additional references.

FINANCIAL AGENCIES

U.S. BANCORP COMMUNITY DEVELOPMENT CORPORATION
Sebastian Glowacki • Vice President, Commercial Banking
950 17th Street, 3rd Floor
Denver, CO 80202
(303) 585-4230
sebastian.glowacki@usbank.com
Projects: Paseo Verde, Pradera Apartment Homes, Vintage Crossings, Vista Angelina Resyndication, The Arbors at Vintage Crossings I & II, Paseo Village, Berkeley 75, Solaira at Pavilion Park, Parkside Family Apartments, Bloomington Grove & Lillian Court, Mayfield Place, Bloomington II, Luminaira at Parasol Park, Espaira at Parasol Park, Hermosa Village Resyndication, Luxaira at Parasol Park, Rosena Fountains, Citrea Apartments, The Curve

U.S. BANK, N.A.
Lisa Gutierrez • Vice President, Assistant Director, Business Development, West Region
621 Capitol Mall, Suite 800
Sacramento, CA 95814
(916) 498-3457
lisa.gutierrez@usbank.com
Projects: Pueblo del Sol Phase I, Paseo Verde, Vista Angelina Resyndication, The Arbors at Vintage Crossings I &II, Parkside Family Apartments, Bloomington Grove & Lillian Court, Bloomington II, Rosena Fountains, Citrea Apartments, The Curve

MUFG UNION BANK
Jonathan Klein • Head of Originations
200 Pringle Avenue, Suite 355, MC 1-714-355
Walnut Creek, CA 94596
(925) 947-2461
jonathan.klein@unionbank.com
Projects: Crescent Cove, Hermosa Village IV, Tivoli Plaza, Trinity Plaza, Pradera Apartment Homes, Harbor Village, Paradise Creek, Acts Cyrene Apartments, Lion Creek Senior Apartments, Paseo Village, Berkeley 75, Via 401, Solaira at Pavilion Park, Mayfield Place, Luminaira at Parasol Park, Espaira at Parasol Park, Luxaira at Parasol Park, Sunnydale Parcel Q

CITI COMMUNITY CAPITAL
Bryan Barker • Director
One Sansome Street, 27th Floor
San Francisco, CA 94104
(415) 627-6484
bryan.barker@citi.com
Projects: Vista Angelina, Fillmore Marketplace, Hermosa Village Resyndication, Alice Court, Bayview Landing, Vista Terrace Hills, Stratford Place- Senior, Windsor Court- Family, Summercrest, Lion Creek Crossings, MLK Marcus Garvey Apartments, Paseo Village, Harbor Village, Five 88

RED CAPITAL GROUP
Nicholas A. Hamilton • Senior Managing Director
402 West Broadway, Suite 1730
San Diego, CA 92101
(619) 471-0117
nahamilton@redcapitalgroup.com
Projects: Olive Street Preservation, Stevenson House



Paradise Creek, National City

09 ATTACHMENTS

ATTACHMENT A
False Claims Act Certification

SECTION 00470

FALSE CLAIMS

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Bidder/Proposer has no False Claims Act violations as described above, complete the following:

I, Frank Cardone, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)
The Related Companies of California, LLC
(Bidder/Proposer name as shown on Bid/Proposal)
nor N/A
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 1st day November, 2021 at Irvine, California
(month and year) (city and state)

by Frank Cardone
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled "False Claim Act Violations Information:" (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the City should be aware.

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation: N/A

(2) Identity of tribunal or court and the case name or number, if any: N/A

(3) Government contract or project involved: N/A

(4) Government agency involved: N/A

(5) Amount of fine imposed: N/A

(6) Exculpatory information: N/A

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this 1st day of November, 2021 at Irvine, California
(month and year) (city and state)

by Frank Cardone
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT B
History of Debarment Certification

SECTION 00473

DEBARMENTS

Bidder/Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the ten (10) years preceding the date this Bid/Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) the identify of the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the City of El Monte should be aware.

HISTORY OF DEBARMENT CERTIFICATION

If the Bidder/Proposer has no debarments to report as described above, complete the following:

I, Frank Cardone, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

The Related Companies of California, LLC
(Bidder/Proposer name as shown on Bid/Proposal)

nor N/A
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 1st day of November, 2021 at Irvine, California
(month and year) (city and state)

by Frank Cardone
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

DEBARMENT INFORMATION

(1) Date and duration of debarment: N/A

(2) Project name or contract involved: N/A

(3) Debarring agency: N/A

(4) Stated reason for debarment: N/A

(5) Exculpatory information: N/A

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this 1st day of November 2021 at Irvine, California
(month and year) (city and state)

by Frank Cardone
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT C
Civil Litigation History

SECTION 00471

CIVIL LITIGATION HISTORY

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:

I, Frank Cardone, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

The Related Companies of California, LLC
(Bidder/Proposer name as shown on Bid/Proposal)

nor N/A
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 1st day of November 2021 at Irvine, California
(month and year) (city and state)

by Frank Cardone
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: N/A

Court case identification number: N/A

(2) Jurisdiction in which case was filed: N/A

(3) Outcome of the case: N/A

(1) Name of Case: N/A

Court case identification number: N/A

(2) Jurisdiction in which case was filed: N/A

(3) Outcome of the case: N/A

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this 1st day of November 2021 at Irvine, California
(month and year) (city and state)

by Frank Cardone
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT D
Conflict of Interest Disclosure Statement

CONFLICT OF INTEREST DISCLOSURE STATEMENT
(Subject Project: RFQ for MacLaren Hall Site Development)

Proposer's Name: The Related Companies of California, LLC ("Proposer")

This Conflict of Interest Disclosure Statement relates to that certain City of El Monte's Request for Qualifications for the MacLaren Hall Site Development (hereinafter, the "RFQ").

Proposer is advised that certain consulting firms will not be allowed to submit qualifications in response to the RFQ or participate on any proposer's team for the RFQ because of the consultant's participation in the preparation of the RFQ and/or their participation in the review, evaluation and selection of professional consulting firms who will be submitting responses to the RFQ. The conflicted firm(s) is/are:

N/A

(hereinafter, the "Conflicted Consultant(s)").

Proposers must also disclose any contractual arrangements or other representation the Proposer currently has or will have during the performance period of the agreement contemplated under the RFQ.

Proposers must also identify all municipalities or other public agencies, or development projects in the City of El Monte that the proposer is currently under contract with or will be under contract with during the performance period of this RFQ to provide consulting services similar to those contemplated under this RFQ. For purposes of this disclosure statement any of the entities referenced under this paragraph may be referred by the term "Potentially Adverse Client".

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to present, or planned interest(s) of the proposer's team (including the proposer, Principal/Major Participants, proposed Subconsultants and proposed Subcontractors, and their respective chief executives, directors, and other key personnel for the project) which may result, or could be viewed as, a conflict of interest in connection with this RFQ, either with a Conflicted Consultant or a Potentially Adverse Client.

Proposer should disclose (a) any current contractual relationships with a Conflicted Consultant or Potentially Adverse Client, (b) any present, or planned contractual or employment relationships with any officer or employee of a Conflicted Consultant or Potentially Adverse

Client and (c) any other circumstances that might be considered to create a financial interest in the contract by any member, officer or employee of a Conflicted Consultant or Potentially Adverse Client if Proposer is awarded a contract under the RFQ.

Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, a Conflicted Consultant. Proposer should also disclose contractual relationships (i.e. joint ventures) with any Conflicted Consultant as well as Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, a Conflicted Consultant. Proposer should also disclose contractual relationships (i.e. joint ventures) with any Conflicted Consultant as well as relationships wherein a Conflicted Consultant is a contractor or consultant (or Subcontractor or Subconsultant) to the proposer or a member of the proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

N/A

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the Proposer has taken or will take to avoid, neutralize, or mitigate any conflict of interest described herein.

N/A

3. Certification

The undersigned hereby certifies and declares under penalty of perjury that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature: Frank Cardone

Name: Frank Cardone

Title: President

Company Name: The Related Companies of California, LLC

Date: November 1st, 20 21

City will evaluate each proposer's relationship with a Conflicted Consultant or a Potentially Adverse Client identified, above, to determine whether the conflict is sufficiently direct and/or material as to merit disqualification of the proposer from consideration under this RFQ. City will evaluate whether measures taken by a proposer to avoid, neutralize or mitigate an actual or potential conflict are reasonably adequate to avoid an actual or potential conflict. Potentially conflicted proposers will provide City with any such additional information as the City may request to better evaluate the existence of a direct and/or material conflict and the failure to provide such additional information to the reasonable satisfaction of City shall be grounds for disqualification. The City shall issue its determination in writing. Parties who may wish to protest the City's determination must file a written protest within the time period specified in the RFQ for protests.

IRVINE OFFICE
18201 Von Karman Avenue
Suite 900
Irvine, CA 92612
949.660.7272

LOS ANGELES OFFICE
333 S. Grand Avenue
Suite 4450
Los Angeles, CA 90071
213.984.4110

NORTHERN CALIFORNIA OFFICE
44 Montgomery Street
Suite 1300
San Francisco, CA 94104
415.677.9000

RelatedCalifornia.com

RELATED

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 7, 2021

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 PROFESSIONAL SERVICES AGREEMENTS RELATED TO THE EL MONTE HOMEKEY PROGRAM WITH S&L SECURITY, INC., PIPE PROS, AND APPROVAL OF EMPLOYEE OVERTIME FOR ROOM RENOVATIONS FOR THE HOMEKEY PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve an Amendment to the Professional Services Agreement with S&L Security, Inc. ("Security") to provide onsite security services for the El Monte Homekey Program for an additional $205,140 and a total contract amount not-to-exceed $376,090; and
2. Approve an Amendment to the Professional Services Agreement with Pipe Pros ("Plumbing") to provide onsite plumbing services for the El Monte Homekey Program for an additional $15,000 and a total contract amount not-to-exceed $45,000; and
3. Approve $50,000 in employee overtime for the room renovations to be performed by City staff; and
4. Authorize the City Manager, or her designee, to make all conforming modifications and edits and execute all implementing documents.

BACKGROUND

On December 15, 2021, the City of El Monte (the "City") acquired the M Motel and Budget Inn located at 10024 and 10038 Valley Boulevard for the implementation of the California Department of Housing and Community Development (HCD) Homekey Program. As part of the Homekey Program (the "Program"), the motels will provide 133 beds of temporary

interim housing with onsite wrap-around supportive services for the homeless population. The City has worked diligently to achieve the goal of fifty percent (50%) occupancy by December 31, 2021.

The renovation of the Budget Inn is underway and is anticipated to be completed within the next couple of months. The completion of the renovation delays is largely caused by the delay of available building materials.

The renovation of the M Motel was put on hold until the City received additional funding from the State of California, Housing and Community Development (HCD). On October 28, 2021, the City received notification from HCD that the City has been awarded $4,649,740 in additional funding for the M Motel renovations (Attachment 1).

DISCUSSION

With this action item, staff is requesting that the City Council consider and approve two contract amendments and authorize Public Works department staff overtime to continue with the room renovations: including onsite security; plumbing; and general repairs.

SECURITY SERVICES: S&L SECURITY, INC.

On May 28, 2021, the City issued a request for proposals (RFP) for unarmed, uniformed security services at 10024 and 10038 Valley Boulevard. On July 20, 2021, staff recommended, and the City Council approved, a contract with the lowest, responsible, responsive bidder, S&L Security, Inc. for a contract fee of $34,190 per month through December 31, 2021. For the past five (5) months, S& L Security has been providing security services on-site. At the time of the approval of the original Professional Services Agreement, staff requested the option to be able to extend the agreement until June 30, 2022, if necessary.

These services are extremely vital due to the current state of demolition and renovation of the building on the properties. The cost of the unarmed, uniformed security services will be $34,190 per month for two (2) security guards, one (1) at each location, seven (7) days a week, 24 hours a day. Due to the continued need to provide security to prevent against the imminent threats of blight, trespass, vandalism, and other security concerns, staff recommends that the attached Amendment be approved for S&L Security, Inc. to continue to provide unarmed, uniformed security services at the Project HOMEKEY sites at 10024 Valley Blvd. and 10038 Valley Blvd. Currently, staff is recommending the approved option to extend this contract for an additional six (6) months through June 30, 2022, at the same contract fee of $34,190 per month for an additional $205,140 and a total contract amount of $376,090. The funding for this action will be a combination of ESG-CV and ARPA funds.

PLUMBING SERVICES: PIPE PROS

On June 30, 2021, the City entered into a Professional Services Agreement with Pipe Pros to provide on call, as needed plumbing services at the two (2) Project HOMEKEY properties: 10024 Valley Boulevard and 10038 Valley Boulevard. At the time, the contract amount, at $30,000, was under the spending threshold of the City Manager. Pipe Pros was vetted and approved on the bench list of vendors approved for plumbing services based upon standard approved services and rates for said services.

As the rehabilitation process at the Project HOMEKEY properties progresses, plumbing services have been vital to be able to provide hot and cold water to the sink and shower of each of the rooms on the premises. It is anticipated, based on the estimated work that still needs to be completed that the contract with Pipe Pros should be amended to increase the compensation by up $15,000; for a total contract amount of $45,000. Additionally, the term of the contract should be extended through June 30, 2022. The funding for this action will be a combination of ESG-CV and Permanent Local Housing Allocation (PLHA-2020) funds.

HOTEL ROOM RENOVATIONS: CITY OF EL MONTE EMPLOYEES

The City is facing a very strict deadline in terms of occupancy at the Project HOMEKEY properties. Per the funding agreement guidelines, the properties should meet the fifty percent occupancy rate by December 31, 2021. Specifically, the City is under obligation to house homeless individuals in forty seven (47) of the rooms at the property at 10024 Valley Boulevard (formerly the M Motel). In order to be able to achieve this milestone, a very aggressive schedule was implemented that included the employment of City staff to complete basic room renovations necessary for occupancy. The staff employed on an overtime basis are all skilled tradespersons in terms of painting, tiling and carpet laying, carpentry, and the installation of basic fixtures.

It is estimated that the hotel room renovations needed to meet this deadline will require 1,000 hours of staff time, to be charged at individuals' overtime rate as this work is being completed on Fridays, Saturdays and Sundays. At an average rate of $50 per hour, staff is recommending a budget of $50,000 to complete the hotel room renovations to be able to meet the occupancy threshold by December 31, 2021. It is anticipated that this expenditure will be funded using ARPA funds (set to be programmed at the City Council meeting of December 14, 2021) that will be budgeted as a mid-year budget amendment.

FISCAL IMPACT

There will be no negative impact to the General Fund as a result of the recommended actions. These activities will be funded by Emergency Solutions Grants Program – COVID

(ESG-CV) funds, Permanent Local Housing Allocation (PLHA-2020) funds, and American Rescue Plan Act funds in the following manner:

Vendor	Item	Requested Amount	Cost Breakout	Funding Source	Account Number
S&L Security, Inc.	Security services	**$ 205,140**			
			$ 102,570.00	ESG-CV	253-64-623-6111
			$ 102,570.00	ARPA	100-65-047-6111
Pipe Pros	Plumbing services	**$15,000**			
			$ 15,000.00	PLHA (2020)	TBD
City of El Monte	Overtime	**$50,000**			
	room renovations		$ 50,000.00	ARPA (MID-YEAR)	TBD

CONCLUSION

It is recommended that the City Council approve: 1) an amendment to the Professional Services Agreement with S&L Security, Inc. to provide an additional six (6) months of onsite security services for the El Monte Homekey Program for an additional $205,140 and a total contract amount not-to-exceed $376,090; 2) an Amendment to the Professional Services Agreement with Pipe Pros to provide onsite plumbing services for the El Monte Homekey Program for an additional $15,000 and a total contract amount not-to-exceed $45,000; 3) a budget of $50,000 in employee overtime for the Public Works Department for the room renovations to be performed with City staff; and 4) authorize the City Manager, or her designee, to make all conforming modifications and edits and execute all implementing documents.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachments:

1. Letter from State of California, Housing and Community Development: Notification of Funding for M Motel Renovations

DATE: December 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED
☐ DENIED
☐ PULLED
☐ RECEIVED AND FILE
☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FEDERAL FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 670, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov

October 28, 2021

Alma K. Martinez, City Manager
City of El Monte
El Monte City Hall
11333 Valley Boulevard
El Monte, CA 1731

Dear Alma K. Martinez:

RE: Award Announcement – City of El Monte
Contract No.: 21-CDBG-HK-00007 / CFDA #14.228

The California Department of Housing and Community Development (Department) is pleased to announce that the City of El Monte has been awarded a Community Development Block Grant – Coronavirus Response (CDBG-CV) not to exceed the amount of $4,649,740. This letter constitutes notice of the award of CDBG-CV funds for use in Los Angeles County.

The City of El Monte will be able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing.

Congratulations on your successful application. A fact sheet summarizing your CDBG-CV award activities and funding information is enclosed.

For further information, please contact Felicity Gasser, Federal Programs Specialist, at felicity.gasser@hcd.ca.gov. The Department looks forward to working with you to promote the success of your CDBG-CV activities.

Sincerely,

Geoffrey M. Ross
Deputy Director
Division of Federal Financial Assistance

Enclosure

California Department of Housing and Community Development
Community Development Block Grant (CDBG) Program
2021 Award Detail

City of El Monte Fact Sheet
Contract No.: 21-CDBG-HK-T00007

Activity Funding	Activity Amount
Homekey Project #2 - M Motel	$4,649,740

TOTAL AWARD: $4,649,740

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 9, 2021

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 PROFESSIONAL SERVICES AGREEMENT AND SCOPE OF SERVICES WITH UNION STATION HOMELESS SERVICES (USHS) TO PROVIDE OPERATION AND SUPPORTIVE SERVICES FOR A TOTAL AMOUNT NOT-TO-EXCEED $550,001 AND APPROVAL OF LICENSE AGREEMENT WITH USHS FOR THE IMPLEMENTATION OF THE HOMEKEY PROGRAM AT THE M MOTEL SITE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Professional Services Agreement and Scope of Services (Attachment 1) with Union Station Homeless Services (USHS) to provide operation and supportive services for the Homekey Program at the M Motel in the amount of $550,001;
2. Approve a License Agreement (Attachment 2) with USHS for the M Motel;
3. Approve an allocation of $112,001 of ARPA funding for the Homekey Program; and
4. Authorize the City Manager, or her designee, to make all conforming modifications and edits and execute all implementing documents.

BACKGROUND

On July 16, 2020, the California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for the Homekey Program ("Homekey" or "Homekey Program"). Homekey is the next phase in the State's response to protecting Californians experiencing homelessness who are at high risk for serious illness and are disproportionately impacted by COVID-19.

In response to the NOFA, on August 13, 2020, the City of El Monte (the "City") submitted two (2) applications in the amount of $16,360,160 for the M Hotel and $8,243,000 for the Budget Hotel located at 10024 and 10038 Valley Boulevard to fund the acquisition and two (2) years of operational costs for the Homekey Program.

On November 17, 2020, the City was notified by the State that the City had been awarded the following Homekey funding:

- M Motel: $10,350,293 for acquisition and rehabilitation; and two (2) years of operation subsidy in the amount of $2,232,000; and
- Budget Inn: $4,170,920 for acquisition and rehabilitation; and two (2) years of operation subsidy in the amount of $960,000.

The City requires assistance operating the Homekey Program sites. An experienced organization is needed to assist the City in the management and operations of the day-to-day functions of an interim housing facility that provides emergency shelter services and onsite supportive services for the homeless population.

DISCUSSION

The City is conducting the renovation work of the two (2) properties in multiple phases. Renovation is currently underway for the Budget Inn and is anticipated to be completed within the next couple of months. The completion of the renovation delays is largely caused by the delay of available building materials.

The renovation of the M Motel was put on hold until the City received additional funding from HCD. On October 28, 2021, the City received notification from HCD that the City has been awarded $4,649,740 in additional funding for the M Motel renovations. The City is currently accepting bids for the renovation of the M Motel with a submittal due date of December 23, 2021.

The Homekey Program requires that the sites have 50% occupancy by December 31, 2021 (20 rooms at the Budget Inn and 47 rooms at the M Motel). In order to be able to achieve this milestone, a very aggressive schedule was implemented that included the employment of City staff in the Public Works Department to complete the basic room renovations (painting, tiling and carpet laying, carpentry, and the installation of basic fixtures) necessary for occupancy of 39 rooms at the M Motel to serve as a temporary shelter until the rooms at the Budget Inn are complete. After the completion of the Budget Inn, the tenants at the M Motel would transition to permanent housing or be transferred to the Budget Inn. At that time, the M Motel can undergo full renovation for the future occupancy of families.

The M Motel will serve as the temporary shelter during renovations of the Budget Inn for a maximum period of six (6) months until June 30, 2022. As a result, 39 rooms of

temporary shelter and case management offices will become accessible for occupancy by December 31, 2021. This would result in 30% occupancy of the entire 133-bed project.

As part of the Homekey Program, the City is seeking to enter into an agreement with Union Station Homeless Services (USHS) to provide operational and supportive services and licensing agreement for the Homekey Project site at the M Motel located at 10024 Valley Blvd., El Monte, California. The operational agreement and license agreement will be for the temporary shelter for a maximum term of six (6) months until June 30, 2022.

USHS is a 501(c)3 nonprofit organization, committed to helping homeless individuals and families rebuild their lives. USHS has been serving the San Gabriel Valley for almost 50 years. As the lead agency coordinating homeless services in the San Gabriel Valley, USHS serves the region with a combined population of over 1.5 million across more than 36 cities and communities. USHS provides programs such as Street Outreach, Rapid Rehousing (RRH), and Homeless Prevention for households and individuals who are homeless or at immediate risk of becoming homeless. USHS's programs serve a wide range of populations, including those experiencing substance abuse, mental illness, and disabilities.

Through funding from the San Gabriel Valley Council of Governments (SGVCOG), USHS currently provides weekly onsite homeless services at El Monte City Hall. Additinoally, USHS presently maintains two (2) Homekey Program sites in Los Angeles (and previously ran two (2) Project Roomkey sites). With its experience, USHS values a housing services model that has adequate, well-trained and managed staff to successfully operate interim housing. USHS is committed, not only to quality service for the clients, but are also invested in ensuring excellent neighbors to the broader community and manages Homekey sites that are safe and effective. Its present sites in Los Angeles have been highlighted as best models by both the State of California and by HCD. USHS has extensive experience in running housing programs - both interim and permanent, with a high rate of success represented by a 97% housing retention rate.

Contracting Process

The City is currently under contract with Volunteers of America Los Angeles (VOALA) to provide onsite supportive services for the Homekey Program at the Budget Inn. Staff has asked VOALA to provide the onsite supportive services for the temporary shelter at the M Motel. However VOALA will not be able to obtain staff and intake clients in time for the HCD occupancy deadline of December 31, 2021. Through the San Gabriel Valley Council of Governments (SGVCOG), the City is currently under contract with USHS to provide weekly homeless resources and outreach through the El Monte Access Center at City Hall. USHS has been able to provide resources and emergency shelter (motel vouchers) for El Monte's homeless community. Building on the success of this program, staff requested that USHS provide a scope of services for operational and onsite supportive

services for the temporary shelter at the M Motel. USHS is able to obtain staff and intake clients for occupancy in January 2022.

Due to the timing of this action, and the expediency at which the City must place clients in the M Motel temporary shelter, the City Attorney's Office is finalizing the Professional Services Agreement based on standard City templates and the Scope of Services submitted by USHS. The $550,001 recommendation of this report will authorize the City Manager, or her designee, to execute the agreement based on the proposed Scope of Services (Attachment 1) with the compensation of $550,001 for a period of six (6) months. It is anticipated that the Professional Services Agreement will be executed before the first client intake.

Operation and Supportive Services Agreements

The City proposes to enter into a Professional Services Agreement ("Agreement") with USHS to provide operation and onsite supportive services for the M Motel for six (6) months for 39 rooms. USHS will be the property manager and will be responsible maintaining the properties in clean condition and good repair, including but not limited to, providing daily janitorial and housekeeping services and handling minor maintenance needs as they arise.

The 2020 Greater Los Angeles Homeless Count identified 433 individuals who were homeless in El Monte and 4,555 who were homeless in San Gabriel Valley Service Planning Area (SPA) 3. These individuals in the community immediately surrounding the facilities will be prioritized for interim housing. USHS will also identify eligible participants amongst those accessing services through the El Monte Access Center. Additional outreach will be conducted through the Coordinated Entry System (CES) for SPA 3 where eligible individuals who are identified through CES can be matched to the interim housing program. Outreach and engagement activities will focus on identifying eligible transition-aged youth (TAY) and households that are at-risk of homelessness, and prioritizing these households for housing.

Housing First: HCD requires that the Homekey Program follows the Housing First model. USHS follows a Housing First model for all of their residential programs. Participants will be encouraged to participate in case management and will be provided with referrals for supportive services. Placement into permanent housing will be the priority goal for all participants, with Case Management and Housing Navigation services centered around moving participants into appropriate permanent housing as quickly as possible. USHS's Case Managers will work with Housing Navigators, USHS's internal programs, and partner organizations as needed, to provide a warm-handoff following placement into permanent housing to ensure participants have the ongoing support they need to maintain permanent housing.

Case Management: As participants are willing to engage with a Case Manager, the Case Manager will conduct a more intensive intake and assessment using the CES Survey Tool. The case management will provide assistance with substance abuse, mental health, employment, physical health, housing, anger management, stress management, literacy, financial, legal, family wellness, transportation, spirituality, and support systems. The Case Manager will work with the participant to develop a plan with short and long term goals along with necessary service linkages to support the participant's growth, with a focus on supporting the client in securing permanent housing as quickly as possible.

Meals: USHS will provide all interim housing residents with three (3) nutritious meals each day, including at least one (1) hot meal. Meals will be prepared off-site and delivered to participant rooms. Menus will be prepared in advance and reviewed by nutrition specialists. USHS will provide adjusted meal options for participants with special dietary needs as prescribed by a physician.

All services provided through the proposed interim housing program will take a client-centered, strengths-based approach to services. The supportive services will aim to identify each participant's strengths and work collaboratively with each participant using evidence-based engagement practices to develop a plan to move the participant into permanent housing and provide the support they need to remain housed.

License Agreement

The City proposes to enter into a license agreement with USHS for the M Motel. This Agreement provides an exclusive license to USHS for the use of administrative, residential, food distribution, and supportive services for the Homekey Program. As part of the Homekey Program, the M Motel will only be used by USHS to provide temporary shelter to homeless individuals and provide meals and supportive services to such individuals during the license term until June 30, 2022.

USHS will be responsible for the property management and day-to-day maintenance and minor repairs of the properties. This license agreement will outline the City's responsibilities, including but not limited to: all major maintenance, structural, and or system repairs.

Term

The Agreement will support 39 beds of temporary shelter and wrap-around supportive services through June 30, 2022 for the amount of $550,001 for the M Motel.

In an effort to meet HCD grant timeline requirements, the City will move forward with contracting with USHS until June 30, 2022. The City may solicit Request for Proposal from organizations to provide ongoing operational and supportive services for the Homekey Program for services extending beyond the term outlined in the Agreement.

Should the agreements be approved by the City Council, USHS will start the intake process for the tenants immediately with the occupancy goal of January 2022.

FISCAL IMPACT

There will be no negative impact on the General Fund as a result of the agreements with USHS. The Homekey Program is budgeted under the funds received from HCD and the programmed ESG-CV. However, due to the HCD occupancy timeline, it is requested that the City Council allocate $112,001 of ARPA funding for the operation and supportive services component of the six (6) month temporary shelter so that the ESG-CV funds can be utilized for the long-term operations of the Homekey Program.

Location	Cost	HCD Funds	ARPA
M Motel	$550,001	$438,000	$112,001

CONCLUSION

It is recommended that the City Council approve a Professional Services Agreement and Scope of Services with Union Station Homeless Services (USHS) to provide operation and supportive services for the Homekey Program at the M Motel in the amount of $550,001; approve a License Agreement with USHS for the M Motel; approve an allocation of $112,001 of ARPA funding for the Homekey Program; and authorize the City Manager, or her designee, to make all conforming modifications and edits and execute all implementing documents.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachments:
1. Union Station Homeless Services Scope of Services and Operational Costs
2. Draft License Agreement

DATE: December 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

UNION STATION HOMELESS SERVICES SCOPE OF SERVICES AND OPERATIONAL COSTS

M Motel Interim Housing Program Scope of Required Services

The Scope of Required Services (SRS) for M Motel Interim Housing Program contains a written summary of detailed information regarding the services that must be provided to eligible participants experiencing homelessness receiving services.

BACKGROUND AND PROJECT OVERVIEW

In March 2020, the County and City of El Monte declared a public health emergency related to the 2019 novel coronavirus disease 2019 (abbreviated as COVID-19) outbreak in order to combat the spread of COVID19 and address the needs of the most vulnerable individuals in our communities. Local leaders created a hotel/motel program, referred to as "Project Roomkey (PRK)," to provide temporary housing for asymptomatic people experiencing homelessness (PEH) who are at high risk for serious illness and are impacted by COVID-19. High-risk includes individuals aged 65 and older or who have certain underlying health conditions (e.g., respiratory compromised immunities, chronic disease).

Building on the success of PRK, Project Homekey is the next phase in the State's response to protecting Californians experiencing homelessness. The M Motel Interim Housing Program utilizes hotels/motels to provide PEH with interim housing in San Gabriel Valley.

PROJECT DESCRIPTION

Motel M provides a safe, low-barrier, housing first, housing-focused, and supportive thirty-nine (39) units to PEH, while the individuals work on locating, applying to, and obtaining permanent housing. Motel M programs work in collaboration with lead homeless service provider for the San Gabriel Valley, Union Station Homeless Services (USHS), and the Coordinated Entry System (CES) in Los Angeles County to fit seamlessly with other CES Program components.

The Motel M site provides interim (emergency temporary) housing, participant supportive services (including health screenings and temperature checks), onsite supervision, and three meals per day to participants in a hotel/motel setting.

DEFINITIONS

1. Housing Navigation/Care Coordination: housing-focused case management and supportive services that are all provided in service of the goal of permanent housing. Housing Navigation provides participants experiencing homelessness with a wide array of assistance and services while they are successfully referred to, matched to, and/or enrolled in permanent housing programs. A complete list of services can be found in this document under Services and Activities. Housing Navigation/Care Coordination programs are an integral part of the Coordinated Entry System (CES) which was created to ensure consistent approaches for access to, and delivery of, services in Los Angeles County.

2. COVID-19: A mild to severe respiratory illness caused by a novel (or new) coronavirus that has not previously been seen in humans. It is characterized by fever, cough, and shortness of breath, which may progress to pneumonia and respiratory failure.

3. Asymptomatic: Not producing or showing symptoms of the disease with which, it is usually associated (e.g. COVID-19).

4. Symptomatic: Having the characteristics of COVID-19.

ELIGIBILITY FOR SERVICES

6. Population Served: Single adults (ages 18 or older) experiencing homelessness (confirmed by formal homeless verification process). Priority will be given to participants identified from the local area of El Monte, Baldwin Park, and South El Monte.

7. Homeless Status: Participants must meet the definition of "homeless" as defined under Category 1 or Category 4 of the Housing and Urban Development (HUD) Final Rules (24 CFR parts 91, 576 and 578).

7.1 Contractor is responsible for documenting the determination of a participant's homeless status using Homeless Certification Forms. The use of a particular form will depend on the participant's unique situation. The following are LAHSA-approved Homeless Certification Forms:

7.1.1 HMIS Client Summary Report
7.1.2 Form 1444 – Third Party Verification of Homeless Status Form
7.1.3 Form 2199 – Observation of Homeless Status Form
7.1.4 Form 1448 – Self-Certification of Homeless Status

7.2 All documentation is required to be uploaded to the Homeless Management Information System (HMIS). If an HMIS Client Summary Report is used to document a participant's homeless status, Contractor must create a case note in HMIS indicating that the HMIS Client Summary Report shows the participant was homeless within 7 days of program entry. If a hard copy file is maintained, this documentation, along with the HMIS Client Summary Report, must be placed inside the participant's master file.

8. Referrals: Participants will be referred to the M Motel through existing programs serving unhoused participants in the City of El Monte, Baldwin Park, and South El Monte, followed by expansion to SGV region at large.

8.1 Contractor will be final determinant of referrals.

COMMITMENT TO PROVIDING LOW BARRIER SHELTER & SERVICES

9. All programs operating in the Los Angeles County must operate with a Housing First, Harm Reduction, Low Barrier, and Trauma-Informed Care approach.

10. Contractor must allow in-and-out access of the site between the hours of 6:00 AM and 10:00 PM daily and accommodate access outside of these hours for participants who may have employment or other important scheduling needs. Contractor must not turn away participants who return to the program site outside of these hours.

SUPPORTIVE SERVICES AND ACTIVITIES

11. Supportive Services: Contractor is funded for and must provide, at a minimum, the following services to participants in the M Motel program. Contractor may provide these services directly or through subcontracted service arrangements.

11.1 24-Hour Unit Availability
11.2 24-Hour Security
11.3 Shelter Management
11.4 Residential Supervision
11.5 Janitorial and Maintenance Services.
11.6 Problem-Solving (formerly known as Diversion).
11.7 Program Intakes
11.8 CES Survey Administration, if needed. Please see LAHSA Program Standards for more details
11.9 Case Management, including creation of a Housing and Services Plan and completion of Monthly Updates
11.10 Housing Navigation (For participants not already receiving Housing Navigation services from another program)
11.11 Connection to the County's Mainstream Services Pilot Program
11.12 Three (3) Meals a Day
11.13 COVID-19 Symptom Screenings
11.14 Crisis Intervention and Conflict Resolution. Please see LAHSA Program Standards for more details

12. Security: A contracted security vendor or trained provider staff will provide security services at all times to ensure the safety of all participants and staff at the M Motel site and must follow the Interim Housing Minimum Service and Operations Practice Standards set forth by Los Angeles County. These standards can be found on the LAHSA website and are incorporated herein by reference.

13. Shelter Management: Contractor will provide oversight and administrative support for all functions in the M Motel site program. Contractor's responsibilities are as follows:

13.1 Manage the daily cleaning and maintenance of the site in accordance with DPH guidance for overnight congregate sites serving PEH.

13.2 Provide general property management functions necessary to ensure the safety, health, and normal operation of the site. Please see LAHSA Facility Standards for more detailed information on shelter operations.

13.3 Ensure all program operational staff adhere to check-in procedures to properly document hours worked per shift and record any notable activities (e.g., review case notes, distribute meals, address conflicts, coordinate services, etc.).

13.4 Ensure that all staff always wear and display agency-issued identification badges.

14. Housing Navigation: Contractor will work with participants and staff to facilitate appointments with Housing Navigators and Housing Matchers for those participants who have been prioritized by CES for matching to permanent housing.

14.1 Case management services will be carefully coordinated to maintain a 1:25 staff to participant ratio. Provision of services and should be entered into HMIS.

15. Meals: All participants will receive three (3) nutritional meals provided by a meal-contracted vendor or the provider.

15.1 Meal Distribution: Contractor must ensure that all participants receive 3 meals daily (breakfast, lunch, and dinner). Meals will be provided at the front door of each participant's unit or in a common area that allows for social distancing and recommended safety protocols to prevent the transmission of COVID-19.

15.2 Contractor must make accommodations for participants who miss the designated mealtime to ensure that participants still receive their meals.

CORONAVIRUS ENHANCED HEALTH AND SAFETY PROCEDURES AND PROTOCOLS

18. COVID-19 Vaccination: Contractor must not require participants to provide proof of a COVID-19 vaccination for entry into the M Motel site or screen out participants who did not receive a COVID-19 vaccine.

a. For participants who are COVID-19 vulnerable, receiving a COVID-19 vaccine does not mean that a participant no longer has the qualifying health condition. Participants must not be exited from the program for receiving the COVID-19 vaccine.

b. Contractor must work with the LA County Health Agency to ensure that COVID-19 vaccines are made available to participants and staff who are interested in receiving it.

19. COVID-19 Testing: Contractor will provide testing as appropriate according to DPH.

20. COVID-19 Medical Screening: Medical screenings are a critical component of the M Motel program.

a. Contractor must establish routine surveillance testing.

b. All participants and staff must be screened for COVID-19 symptoms daily in accordance with CDC and the LA County Department of Public Health (DPH) guidelines.

c. Contractor must notify DPH immediately whenever there are any symptomatic or COVID-19 positive participants or staff on-site.

d. Contractor must submit a completed Incident Report to USHS Incident Reporting whenever there are any positive COVID-19 cases or outbreaks on-site.

21. Contractor must educate staff and participants on the latest COVID-19 best practices as per the CDC and LA County DPH and ensure that these practices are integrated into the M Motel site's daily operations.

a. The Contractor will ensure that all M Motel participants adhere to the State's and County's Safer at Home protocols if they are in effect.

b. The Contractor will make best efforts to ensure that all M Motel staff and participants adhere to CDC protocols, including social distancing practices and wearing Personal Protective Equipment (e.g., facial coverings, gloves, etc.).

PARTICIPANT MASTER FILE – ADDITIONAL DOCUMENT REQUIREMENTS

23. M Motel Referral Form (if applicable)
24. M Motel Intake Form

LENGTH OF ENROLLMENT

24. Contractor must strive to assist participants in moving out of M Motel and into a permanent housing unit as quickly as possible. The total length of stay should be individually determined based on a participant's need. Once a participant/household has resided in the M Motel program for ninety (90) days, the Contractor can grant an extension for 90-day increments. Contractor must develop clear policies and procedures for exiting participants from the M Motel program that are in line with County Housing First standards.

    24.1 Since maintaining a census is a priority, participants who miss check-in for three (3) consecutive nights without notice of their absence and do not reappear on the fourth night may be exited from the program to allow that space to be used by a new participant. If the participant returns for services after being exited, efforts must be made to address the participant's needs and re-enroll the participant if possible.

ALLOWABLE COSTS

25. The following are allowable operating costs:

    25.1 Administration
    25.2 Service Coordination
    25.3 Hotel/motel units
    25.4 Emergency Food
    25.5 Personal hygiene products & toiletry products
    25.6 Medical Supplies
    25.7 Personal Protective Equipment (PPE)
    25.8 Cleaning/Sanitation Supplies
    25.9 Transportation
    25.10 Personal Hygiene
    25.11 Linen

El Monte M Motel - 39 Rooms					
PERSONNEL COST					
Position/Title	**Annual**	**# Months**	**FTE**		**Contract Term**
Director, Adult Interim Housing	95,000	6	0		$0.00
Associate Director	79,500	6	0		$0.00
Quality Assurance	79,500	6	0.2		$7,950.00
Program Manager	67,200	6	1		$33,600.00
Swing Shift Manager	67,200	6	1		$33,600.00
Care Coordinator	50,003	6	1		$25,001.50
Resident Advisor/Security	43,680	6	7		$152,880.00
Maintenance Technician	50,003	6	0.1		$2,500.15
Site Coordinator	50,003	*6*	*0*		*$0.00*
Subtotal Salaries					**$255,531.65**
Payroll Taxes				7.65%	-
Worker's Comp				6.00%	-
Health Insurance & Other				15.00%	-
Employee Benefits				**28.0%**	**$71,548.86**
Incentive Bonus					**$10,000.00**
Total Personnel					**$337,080.51**
NON PERSONNEL					
Expense Type			**# of Mo.**	**Monthly Cost**	**Contract Term**
Office Supplies/Equipment			6	250	1,500
Program Supplies			6	250	1,500
Client Related Supplies			6	500	3,000
Parking			6	50	300
Mileage			6	200	1,200
Training			6	-	-
General Liab. & Prop. Insurance	Covered by City		6	-	-
Real Estate Taxes	Covered by City		6	-	-
Property and Liablity Insurance	Covered by City		6	-	-
Other Insurance			6	1	2,100
Misc. (Tax, Licenses, permits etc.)			6	1	-
Maintenance Supplies			6	1	-
Janitorial Contract			6	8500	45,000
Laundry & Linen			6	730	4,380
Electricity	Covered by City		6	-	-
Water	Covered by City		6	-	-
Sewer	Covered by City		6	-	-
Garbage and Trash Removal	Covered by City		6	-	-
Telecommunication (Cell etc.)			6	283	1,700
Maintenance & Repairs (Heating/Cooling)			6	-	-
Maintenance & Repairs (Painting/Repairs)			6	-	-
Cable	Covered by City		6	-	-
Landscaping	Covered by City		6	-	-
Exterminating	Covered by City		6	-	-
Food/ Food Supplies			6	21,833	131,000
Internet	Covered by City		6	-	-
IT			6	950	5,700
Total Non Personnel					**$197,380.00**
One time Costs	Mattress covers Pillow covers Security uniforms Coffee makers Microwaves Laptops Office Equipment				15540
				Contract Term Total	**$550,000.51**

ATTACHMENT 2

DRAFT LICENSE AGREEMENT

HOMEKEY PROGRAM

LICENSE AGREEMENT SERVICES AGREEMENT
FOR THE M MOTEL
AT 10024 VALLEY BOULEVARD

THIS LICENSE AGREEMENT ("License") is made and entered into the 14TH day of December 2021.

BY AND BETWEEN

CITY OF EL MONTE,
a body corporate and politic ("Licensor" or "The City,")

AND

UNION STATION HOMELESS SERVICES,
a California not-for-profit entity
("Licensee").

RECITALS:

A. The City is the owner of certain real property commonly known as the M Motel located at 10024 Valley Blvd, El Monte, CA, 91731 (the "Property"). The Property contains a Building ("Building") located at the same address.

B. The City is in receipt of funds that will assist Licensee in providing City-contracted services related to the operation of interim homeless housing at the Licensed Area (defined below) until June 30, 2022. The interim homeless housing project shall consist of approximately 39 rooms to be located within the Building in the Licensed Area to provide shelter for homeless individuals 24 hours per day during the License term. Additionally, meals, shower facilities, and counseling services will be provided at the Licensed Area.

C. Accordingly, the City shall license to Licensee the Building in the Licensed Area, which is not required exclusively for City use.

D. This License is by and between the City and Licensee and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between City and Licensee. City does not grant or delegate to Licensee hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to the Licensed Area.

E. Prior to the expiration of this License, City and Licensee, will enter into that certain Operating Agreement (the "Operating Agreement), for interim homeless housing and provision of specialty services at the Property to meet the complex needs of people moving off the streets, pursuant to which Licensee will operate an interim homeless housing facility within the Licensed Area (defined below), as more particularly contemplated therein and in this License.

F. In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.1 The City hereby provides an exclusive License to Licensee and Licensee hereby agrees to the use upon the terms and conditions hereinafter set forth, for the use of administrative, residential, food distribution, and supportive services space for approximately 39 rooms within the Building as shown on Exhibit A, attached hereto and incorporated herein by reference along with use of the Building and other areas of the Property in order to meet the Licensee's obligations under this License (the "Licensed Area")

1.2. The Licensed Area shall be used only by the Licensee for the purpose of providing interim homeless housing to homeless individuals and providing meals, shower facilities and supportive services to such individuals during the license term as part of the interim homeless housing program and such other purposes as are related thereto.

1.3 Licensee acknowledges that Licensee has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition excepting the list of alterations and improvements enumerated in Exhibit 8, attached hereto and incorporated herein by reference, already agreed by the Parties to be undertaken and completed by the City at its sole cost and expense.

1.4 Licensee hereby acknowledges the title of City and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

1.5 Any City equipment, furniture, and personal property existing on the Property as of the commencement date of this License shall remain the property of City. Licensee accepts such equipment, furniture, and personal property in "as is" condition, and Licensee shall assure that such equipment, furniture and personal property shall be used only for the homeless interim housing contemplated by Operating Agreement. No additional City equipment or personal property shall be provided to Licensee by City unless first approved by the City in the form of an amendment hereto or by separate agreement.

2. TERM

2.1 The term of the License shall commence on December 14, 2021, upon the mutual execution of this License by the City and Licensee (the "Commencement Date") and terminate on June 30, 2022 (the "Term").

2.2 The City shall have the option of terminating this License at will upon giving Licensee notice in writing. The City will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled by the City in the event of an emergency or unsafe condition.

2.3 Subject to Section 10 of this License, in the event of any default by Licensee under this License or the Operating Agreement, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to City at law or in equity, City shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by City.

3. CONSIDERATION

City hereby agrees to provide the Licensed Area during the term on a gratis basis. Consideration for this License is Licensee's compliance with the terms and conditions contained herein and in the Operating Agreement.

4. USE

Licensee shall use the Licensed Area to provide interim homeless housing by allowing the use of the Licensed Area of approximately 39 rooms to house homeless individuals in addition to providing meals, and supportive services to said homeless individuals.

5. OPERATING RESPONSIBILITIES

5.1 Compliance with Legal Requirements. Licensee's operations in and use of the Licensed Area shall conform to and abide by all City ordinances, all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits, regulatory agency approvals and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction thereover.

5.2 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the City.

5.3 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring.

5.4 Security. City shall be responsible for providing security services through June 30, 2022. Licensee shall thereafter be responsible for securing the Licensed Area.

5.5 Utilities. City shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, including communication, audio, video, data and internet lines, equipment, or access ("Data Lines").

5.6 Examination of Licensed Area. Licensee shall permit authorized representatives of the City to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5.7 Hazardous Materials. Licensee hereby warrants and represents that it shall comply with all Federal, State and local laws and regulations concerning Licensee's use, release, storage and disposal of Hazardous Substances on the Licensed Area. For purposes of the License, the phrase "Hazardous Substances" shall be deemed to include hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or related defined phrase in any successor or companion statues, and crude oil or byproducts of crude oil, other than crude oil which exists on the Licensed Area as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

5.8 Pest Control. City shall be responsible for payment of costs relating to pest control services for the Property.

5.9 Landscaping. City shall be responsible for payment of costs relating to landscaping maintenance services for the Property.

6. REPAIRS AND MAINTENANCE:

6.1 Licensee's Repair Obligations. Except for City's obligations under Sections 6.2, Licensee shall be responsible for day to day maintenance and minor repairs of the Property.

6.2 City's Repair and Maintenance Obligations. The City shall be responsible for all major maintenance, structural, and or systems repairs. This includes, but is not limited, to any maintenance, repairs, or replacement of the roof, external walls, floors , floor coverings, foundation, HVAC and/or heating system(s), utility meters, pipes and conduits, all fixtures, furniture and equipment, all signs, locks, closing devices, all security devices and systems, windows, shelving, restrooms, skylights, interior walls, sprinkler systems, parking areas, driveways, walkways, fire/life safety systems, and all water, sewer, and plumbing systems. All repairs, replacement, and maintenance must be conducted in accordance with all statutory or regulatory requirements/standards for interim housing. Major maintenance related to plumbing systems shall include, but not be limited to, remediation or repair to address lead or any other contaminant issues in the site's water system.

6.3 Condition of Licensed Area. Licensee acknowledges and agrees to operate the interim homeless housing services contemplated by the Operating Agreement on the Property "as is".

6.4 Alterations. Licensee shall not make alterations, repairs, additions or improvements or install any cable (collectively referred to as "Alterations") without first obtain in

the written consent of City in each instance, which shall not be unreasonably withheld. However, City's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Licensed Area or Building; and, (c) will not affect the structural components or mechanical systems of the Building.

7. INDEMNIFICATION AND INSURANCE REQUIREMENTS: During the term of this License, the following indemnification and insurance requirements shall be in effect.

I. INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the City, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Licensee's repair, maintenance and other acts and omissions arising from and/or relating to the Licensee's use of the Licensed Area.

The City shall indemnify, defend and hold harmless the Licensee from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the City's repair, maintenance and other acts and omissions arising from and/or relating to the City's ownership of the Property and/or its obligations under this License.

II. GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

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

A. Evidence of Coverage and Notice to Licensor

Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming Licensor ha been given Insured status under the Licensee's General Liability policy, shall be delivered to Licensor at the address shown below and provided prior to the start day of this License.

Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. The Licensor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License 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 the Licensee identified in this License. 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 twenty five thousand ($25,000.00) dollars, and list any Licensor required endorsement forms.

Neither the Licensor's failure to obtain, nor the Licensor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as awaiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

City of El Monte
City Managers Office
11333 Valley Blvd
El Monte, CA 91731

Licensee also shall notify Licensor of any third party claim or suit filed against Licensee, which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.

B. Additional Insured Status and Scope of Coverage

The Licensor, which is the City of El Monte shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the Licensed Area.

Licensor's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor as an additional insured, even if they exceed the Licensor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Licensor's insurance policies shall provide, and Certificates shall specify, that Licensor shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to Licensor in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Licensor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Licensor.

E. Licensee's Insurance Shall Be Primary

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

F. Waiver of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its and its insurer(s) rights of recovery against Licensor under all required insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to affect such waiver.

G. Deductibles and Self-Insured Retentions {SIRs)

Licensee's policies shall not obligate the Licensor to pay any portion of any Licensee deductible or SIR. The Licensor retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the Licensor, or to provide a bond guaranteeing Licensee'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.

H. Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy

retroactive date shall precede the start date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.

I. Application of Excess Liability Coverage

Licensee 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.

J. Separation of Insureds

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.

K. Licensor Review and Approval of Insurance Requirements

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

III. INSURANCE COVERAGE TYPES AND LIMITS

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Licensor as an additional insured, with limits of not less than:

General Aggregate:	$ 10 million
Products/Completed Operations Aggregate:	$10 million
Personal and Advertising Injury:	$ 5 million
Each Occurrence:	$ 5 million

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

B. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If applicable to Licensee'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.

C. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $1 million per claim and $2 million 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.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million

per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License, without the prior written consent of County, which consent shall not be unreasonably withheld, delayed or conditioned.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT: REMEDIES

10.1 Defaults by Licensee.

The occurrence of any of the following shall constitute a default under this License by Licensee:

(a) Any failure by Licensee to observe and perform any other provisions of this License or the Operating Agreement to be observed and performed by Licensee, when such failure is curable and continues uncured for thirty (30) days after written notice by City to Licensee; provided that if the nature of the default cannot be reasonably cured within thirty (30) days, Licensee shall not be deemed in default if it shall commence or cause commencement of curing such default within such 30-day period and diligently prosecutes or causes diligent prosecution of same to completion;

(b) The abandonment or vacation of the Property and/or the cessation of business by Licensee at the Property;

(c) Licensee's interest in this License or in all or a part of the Property is taken by process of law directed against Licensee, or becomes subject to any attachment at the instance of any creditor of or claimant against Licensee, and such attachment is not discharged within thirty (30) days;

(d) Failure by Licensee to materially observe and perform any material provisions of this License to be observed and performed by Licensee, where such failure is not curable.

The notices required under this Section 10 are the only notices required to be given by City to Licensee in the event of Licensee's default and are not in addition to any statutory notices otherwise required by the unlawful detainer statutes of California.

11. WAIVER

11.1 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. SURRENDER

Upon any termination of this License, whether by lapse of time, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Licensee shall immediately surrender possession of the Licensed Area and all buildings and improvements on the same to City in goodand tenantable repair, reasonable wear and damage excepted. As all parties understand and agree that Licensee shall be occupying and utilizing the Property as interim homeless housing, the standard of what constitutes reasonable wear and damage will be consistent with this agreed upon use.

13. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom **it** is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

UNION STATION HOMELESS SERVICES
825 E. Orange Grove Blvd.
Pasadena, CA 91104

or such other place as may hereinafter be designated in writing to the City by Licensee.

Notice served by mail upon City shall be addressed to:

City of El Monte
City Manager's Office
11333 Valley Blvd.
El Monte, CA 91731

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

14. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, City shall have the option to terminate this License.

15. SOLICITATION OF CONSIDERATION

17.01 It is improper for any City officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively *affect* the City's consideration of the licensee's submission. A licensee shall not *offer* to or give, either, directly or through an intermediary, consideration, in any form, to a City officer, employee, or agent who has had any involvement in the negotiation, consummation or administration/management of a license.

17.02 Licensee shall immediately report any attempt by a City officer, employee or agent to solicit such improper consideration. The report shall be made either to the City manager charged with the supervision of the employee or to the City Auditor-Controller Employee Fraud Hotline. Failure to report such solicitation may result in the License being terminated.

16. CONFLICT OF INTEREST

No City employee whose position in City service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

17. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

18. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

19. TAXATION OF LICENSED AREA

Licensor shall be exclusively responsible for any and all property or other taxes or assessments due on the Property.

20. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

21. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

22. NONDISCRIMINATION

Licensee certifies and agrees that all persons thereby and/or the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race,

ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Acts; the Cartwright Act; and the State Fair Employment Practices Act. Licensee certifies and agrees that all persons invited on the Licensed Area by Licensee shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment and Housing Act.

23. ELECTRONIC SIGNATURE/COUNTERPARTS

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-calledpdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered had been signed using a handwritten signature. City and Licensee (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) areaware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code§ 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction

24. ENTIRE AGREEMENT

This License and the corresponding Operating Agreement contain the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both City and Licensee.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, City and Licensee have entered into this Agreement to be effective as of the date set forth above.

Address:
City of El Monte
Community and Economic Development Department
Housing Division
11333 Valley Boulevard
El Monte, CA 91731
Attention: Betty Donavanik,
Director of Community and Economic Development

"CITY"
CITY OF EL MONTE, a California municipal corporation

_____

Date:

"LICENSEE"
UNION STATION HOMELESS SERVICES

_____

Date:

APPROVED AS TO FORM:
EL MONTE CITY ATTORNEY

City Attorney

_____

_____
Date

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 7, 2021

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

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH THE CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS (OAH) TO PROVIDE THE CITY OF EL MONTE WITH AS-NEEDED HEARING OFFICER SERVICES RELATING TO APPEALS OF DETERMINATIONS ON MOBILEHOME PARK OWNER PETITIONS FOR RENT ADJUSTMENT, IN AN AMOUNT NOT-TO-EXCEED $48,000 OVER FIVE (5) YEARS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Standard Agreement with OAH (Attachment 1);
2. Approve the funding allocation from the General Fund in an amount not-to-exceed $48,000 for OAH services; and
3. Authorize the City Manager to execute the form of the OAH Standard Agreement.

BACKGROUND AND PURPOSE

On August 4, 2015, the City Council of the City of El Monte (the "City Council" of the "City") conducted a second reading and approved Ordinance No. 2860, amending Chapter 8.70 (Mobilehome Rent Stabilization) of the El Monte Municipal Code (EMMC). Ordinance No. 2860 became effective September 3, 2015, and expanded mobilehome rent stabilization to all mobilehome parks in the City.

Under Ordinance No. 2860, mobilehome park owners are entitled to file the City's Mobilehome Park Petition for Rent Adjustment to demonstrate that certain rents must be adjusted in order for the owner to earn a fair return on investment. Determinations on such petitions are made by the City Manager, pursuant to EMMC Section 8.70.090(D)(1). The City Manager's determination on a Mobilehome Park Petition for Rent Adjustment may be appealed in accordance with EMMC Section 8.70.090(D). The appealing mobilehome park owner is required to pay for costs of the appeal process "in accordance

with any fees set forth by resolution of the City Council," pursuant to EMMC Section 8.70.090(D)(2).

On January 19, 2016, the City Council adopted Resolution No. 9632 to establish a deposit/fee for such appeals, which are to be heard by hearing officers, including officers from the California Office of Administrative Hearings ("OAH"). The OAH requires the City to enter into the attached standard agreement. On April 5, 2016, the City Council approved, authorized, and directed the City Manager to execute the OAH standard agreement. This agreement expired on April 17, 2021.

For consideration by this City Council is a new agreement with the OAH (Attachment 1). Under the proposed OAH agreement, the City would be charged in accordance with the as-needed hearing officer services rates set forth in the attached excerpt of the State of California Department of General Services 2021-22 Price Book, as may be updated from time to time. OAH's current rates are provided on Attachment 2. The agreement would be for a term of five (5) years in an amount not-to-exceed $48,000 over that period. OAH fees would be passed through to the parties appealing the City's decision.

Summary Of Petition Procedure

The procedures for the City review of a mobilehome park owner petitions for rent adjustment is contained in EMMC Section 8.70.090. A summary of the procedure is as follows:

1. Submission of the Petition Application and fees by the mobilehome park owner.
2. City Completeness Review.
3. Decision of the City Manager within sixty (60) calendar days of the date that the application has been complete.
4. Submission of an appeal of the City Manager's Decision by either the mobilehome park owner or the tenants.
5. Selection of a hearing officer from the Office of Administrative Hearings.
6. Hearing by the selected hearing officer.
7. Decision by the hearing officer.

FISCAL IMPACT

Staff is requesting that the City Council approve a General Fund allocation of $48,000 for the OAH hearing officer services. The hearing officer-related expenditures would be replenished by the funds deposited by the mobilehome park owner appealing the decision. The OAH services would only be utilized on as as-needed basis (through a "pass-thru" account). There will not be a negative impact to the General Fund.

CONCLUSION

It is recommended that the City Council approve the Standard Agreement with OAH; approve the funding allocation from the General Fund in an amount not-to-exceed $48,000 for OAH services; and authorize the City Manager to execute the form of the OAH Standard Agreement.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachments:

1. OAH Standard Agreement
2. OAH Rates

DATE: December 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

OAH STANDARD AGREEMENT

STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2. The term of this Agreement is: Upon the date of approval and execution by all parties through five years

3. The maximum amount of this Agreement is: $ 48,000.00
Forty Eight Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – General Terms and Conditions	1 pages
Exhibit D - Service Revolving Fund (SRF) Directive – Payment By Wire Transfer Form	2 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Phoenix Lawson, Staff Services Manager I

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

EXHIBIT A

SCOPE OF WORK

1. Upon request of _____ (hereinafter referred to as "Local Agency"), the Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) and case management staff to the Local Agency, for the purpose of managing cases and conducting hearings under Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

2. Project Representatives

   The project representatives during the term of this agreement will be:

   Office of Administrative Hearings
   Susan L. Formaker, Division Chief Presiding Administrative Law Judge
   Phone: 213-576-7200
   Email: Susan.Formaker@dgs.ca.gov

   Local Agency:
   Name:
   Title:
   Phone:
   Email:

   Direct all inquiries regarding this agreement to:

   Office of Administrative Hearings
   Tim Dean, Contract Analyst
   2349 Gateway Oaks Dr. Suite 200
   Sacramento, CA 95833

Phone: 916-263-0791

Email: tim.dean@dgs.ca.gov

Local Agency:

Attention:

Address:

Phone:

Email:

All invoices and billing shall be to directed to:

Local Agency:

Attention:

Address:

Phone:

Email:

The Project Representative and Agreement and Billing Representative may be changed through written confirmation to the other party. This change shall not require an amendment to this agreement. It may take up to two billing cycles for a change to the Local Agency Billing Contact to be in effect.

3. Services to be Performed:

    a. The Local Agency shall provide OAH a written request to set a matter for hearing or mediation with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing at the time the request for hearing or mediation is made. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided. The Local Agency shall indicate in the request to set a matter for hearing if OAH is to issue a proposed or final decision in the matter. If a proposed decision is required, Local Agency shall provide the name and contact information for the decision-maker who is responsible for making the final decision.

b. The Local Agency shall electronically file the request to set a matter for hearing and all other required pleadings and papers with OAH using the secure electronic filing system offered by OAH or otherwise in accordance with OAH requirements.

c. The Local Agency shall inform OAH if the hearing is to be electronically recorded or if a court reporter is required. If a court reporter is required, the Local Agency shall indicate at the time they request a hearing if they will be providing a court reporter or if OAH should provide one. Unless the Local Agency or OAH determines a court reporter is required by statute, ordinance, or regulation, the hearing will be electronically recorded by OAH.

d. OAH shall perform all case management and hearing services that OAH, in its sole discretion, deems necessary to the proper handling and adjudication of the case.

e. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required. Local Agency shall be responsible for the costs of accommodations or interpreters. If OAH incurs costs for providing reasonable accommodations, interpreter or translation services for any matter under this agreement, those costs shall be borne by the Local Agency.

f. Record Retention: OAH shall retain all records in accordance with its current record retention schedule. If the Local Agency requests OAH to issue a proposed decision, the exhibits will be returned to the Local Agency Project Representative along with the proposed decision at the conclusion of the matter, and the Local Agency shall be deemed the custodian of the administrative record.

4. Service Location: The services shall be performed at a location convenient for OAH and all parties. The Local Agency shall file a request for mediation or hearing directly with the local OAH office which is handling the matter.

5. Record of the Proceeding:

   a. If a Court Reporter is not used, OAH shall be responsible for electronic recording of all hearings, and shall impose a recording fee not to exceed the amount set by the Department of General Services through the Price Book. The current Price

Book is located at: https://www.dgs.ca.gov/OFS/Price-Book. The electronic recording fee shall only be imposed following the actual recording of a proceeding and shall not be included as part of the filing fee.

b. If OAH provides a Court Reporter, the Local Agency is responsible for all costs associated with the Court Reporter, in accordance with the current contract rates. Current contract rates, including Court Reporter and transcription costs, can be found at: https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Find-Contract-Information-to-Obtain-OAH-Court-Reporter-Services.

c. OAH shall arrange for transcription of hearing recordings upon the request of any party to the proceeding or the Local Agency Project Representative and upon receipt of payment for transcription costs. OAH may use a vendor for transcription services.

d. OAH will charge a requesting party the actual cost of preparing the administrative record. If the requesting party has been declared in forma pauperis, or has received a waiver of court fees from a court of competent jurisdiction in a case arising out of the OAH matter, and is seeking judicial review of the case before OAH, the Local Agency shall pay the full costs for preparing the administrative record and/or transcript. OAH will notify the Local Agency of the associated costs prior to preparing such records.

e. OAH will not include within its administrative record any records or hearing exhibits the custody of which has been transferred to the Local Agency. OAH may prepare a clerk's record upon request and payment of associated fees in these circumstances.

6. Rates

a. In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the full cost of rendering such services at the rate established at the time the services are rendered. The Local Agency is responsible for the filing fee for each case filed, ALJ (including Presiding Administrative Law Judge, and Division Presiding Administrative Law Judge)

time billed at an hourly rate, an electronic recording fee if the proceedings are electronically recorded, the cost of all accommodation or interpreter services requested, and the full cost of any preparation of the clerk's record or transcript at the current contract rates.

b. In the event a calendared case is taken off-calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for work on another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off-calendar, settled, re-calendared or continued.

c. The costs of OAH's services include filing fees, ALJ hourly rates, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the requesting party or the Local Agency in accordance with Section 5 above. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. The current contract rates for these services can be found on OAH's website.

d. The Local Agency agrees to be responsible for the full costs of any service provided by OAH on a Local Agency case, regardless of any agreement the Local Agency may have with a third party or any other cost-sharing provision.

7. The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract. This contract may only be amended for term and amount upon mutual agreement of the parties.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. The Office of Administrative Hearings is a reimbursable entity as detailed in Government Code section 11370.4. Notwithstanding any other provision of law, the total cost of services provided by the OAH shall be collected from the Local Agency entering into this agreement.

2. Parties shall keep apprised of the balance of this agreement at all times. Local Agency agrees to notify OAH when the expended amount is close to exhausting the funds in this agreement.

3. For services rendered in accordance with the Scope of Work, the Local Agency shall compensate the OAH for the full cost of services and actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges shall include the following: filing fees, electronic recording fees, Administrative Law Judge hourly charges, and translator/interpreter fees as required. Additionally, all costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency.

4. Invoices shall be paid promptly and delays in payment may result in OAH's discontinuation of services.

5. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct these hearings will be paid out of the contract funds by the

Local Agency at the prevailing ALJ hourly rate. The Price Book is available at http://www.dgs.ca.gov/ofs/Pricebook.aspx

6. OAH shall be paid not more frequently than monthly, in arrears, upon issuance of an invoice by the Department of General Services which details charges, expenses, direct and indirect costs.

7. Payment may be completed through direct transfer, in accordance with Service Revolving Fund Directive, SRF #1025, attached hereto as Exhibit D. For questions about establishing a wire transfer process with OAH/DGS, the Local Agency shall contact DGS at SRFFISCALSERVICES@dgs.ca.gov or the OAH Project Representative.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties.

2. AMENDMENT: Except as noted in Exhibit A, Paragraph 2, no amendment or variation of the terms of this Agreement shall be valid, unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. CANCELLATION/TERMINATION:

A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

4. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

5. SETTLEMENT OF DISPUTES: In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH may meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

EXHIBIT D

Service Revolving Fund (SRF) Directive – Payment By Wire Transfer Form

SERVICE REVOLVING FUND (SRF) DIRECTIVE

Number:	Subject:	Date Issued:
SRF # 1025	**PAYMENT BY WIRE TRANSFER**	**REV 10/2018**
References: SAM Section 8091		

PURPOSE
To outline the process for a private company to set up wire transfer documents with their banking institution in making payments to the State of California, Department of General Services (DGS).

PROCEDURES
The following instructions are for the private company and their banking institution, the DGS Office contact person, and the DGS SRF Receivables Analyst in requesting and processing wire transfers:

A. APPROVAL REQUESTED TO TRANSFER FUNDS INTO DGS ACCOUNT

Either the private company or the DGS Office is to contact SRF Receivable Analyst by E-mail at SRFFISCALSERVICES@dgs.ca.gov to obtain **approval to wire transfer funds into the DGS Account**. The following information is needed along with any pertinent data that would help identify the nature of the payment:

1. Company Name
2. Company Representative (name, phone, e-mail and fax number)
3. DGS Office contact person name
4. Escrow Account Number
5. Reason for payment
6. Amount

If you have any questions regarding the wire transfer process, please contact SRF Receivables Analyst by E-mailing to SRFFISCALSERVICES@dgs.ca.gov or by phone at 916-376-5182.

B. WIRE TRANSFER PROCESS

1) PRIVATE COMPANY & BANKING INSTITUTION

Provide your banking institution with the following information to set up wire transfer payments to DGS (banking customer is responsible for the payment of any processing fee):

ABA Routing Number: 026009593
Account Number: 14360-80784

Department of General Services
OFS - SRF Fiscal Services
707 Third Street, 10th Floor
West Sacramento, CA 95605

2) DGS OFFICE CONTACT PERSON

Provide DGS OFS 2028 Report of Check/Cash Collection to the SRF Receivable Analyst as soon as you know that a wire transfer payment is in process. This will ensure the money is recorded properly in the Financial Information System for California (FI$Cal) Accounts Receivable Module.

3) DGS SRF RECEIVABLES ANLYST

Once the wire transfer has been made, SRF Receivable Analyst will run the State Treasury Bank of America Report and apply the transfer using the Report of Check/Cash Collection or the E-mail from the private company or the DGS Office to record the transfer of funds in FI$Cal.

ATTACHMENT 2

OAH RATE SHEET

OAH Rates

OFFICE OF ADMINISTRATIVE HEARING RATES			
DESCRIPTION	UNIT	CY 2021-22	BY 2022-23
Administration Law Judge (General Jurisdiction)	Per hour	$343.00	$351.00
In-Person Filing Fee (General Jurisdiction)	Per case	$125.00	$125.00
*Virtual Filing Fee (General Jurisdiction)	Per case	-	$75.00
Electronic Evidence Fee	Per case	Contract Rate	Contract Rate
Electronic Recording Fee	Per hearing/per calendar day	$30.00	$30.00
Hearing Reporter		Contract Rate	Contract Rate
Transcript Rate		Contract Rate	Contract Rate
Interpreter		Contract Rate	Contract Rate

* OAH is proposing to incentivize virtual hearings by reducing the Filing Fee rate from the rate of $125 for in-person hearings to a discounted rate of $75 for virtual hearings beginning in FY 2022-23. This initial fee differential is intended to promote the Governor's initiatives to reduce the state's carbon footprint by promoting virtual hearings resulting in a reduction in travel for hearing participants.

For additional information, please contact OAH at (916) 263-0550 or visit our website at: https://www.dgs.ca.gov/OAH

CITY OF EL MONTE

CITY MANAGER'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

November 30, 2021

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 AN AMERICAN RECOVERY PLAN ACT (ARPA) BUDGET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and adopt of an American Rescue Plan Act (ARPA) fund budget; and

2. Direct staff to submit the budget spending plan and quarterly to the United States Department of the Treasury on or before the January 31, 2022 reporting deadline.

BACKGROUND

In early 2020, a novel coronavirus, COVID-19, emerged as a worldwide pathogen prompting local, state and federal officials to declare states of emergency. In fact, the City Council adopted Resolution No. 10099 on March 17, 2020 declaring a local state of emergency, of which it has not been relieved. For the past 16 months, restrictions on schools, businesses and public functions have aimed to reduce the spread of the virus; however those restrictions have taken their toll on the economy, small businesses and livelihoods.

On March 11, 2021, President Biden signed The American Rescue Plan which will deliver $350 billion for state, local, territorial, and tribal governments to respond to the COVID-19 emergency and bring back jobs. The Coronavirus State and Local Fiscal Recovery Funds provides a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. The City of El Monte (the "City") will receive an allocation of $42.5M over two (2) years.

On May 10, 2021, the United States Treasury Department released its interim final guidance on ARA expenditures (ATTACHMENT 1).

On June 17, 2021, Treasury released Compliance and Reporting Guidelines for SLFRF (ATTACHMENT 2). Based on this document, the City is required to submit a quarterly report by January 31, 2022, with expenditures by category. The City will have until December 31, 2024 to encumber the funds; and until December 31, 2026 to expend all of the ARPA funds.

COMMUNITY SURVEY

On June 19, 2021, the City hosted a workshop to gather input from community members with regard to their priorities as it relates to FY 21-22 budget. Concurrently, the City Manager's Office launched an online survey seeking public opinion as to what priorities need to be addressed using this potential funding. The top three (3) priorities for each Department, based on the in-person and online survey (ATTACHMENT 3) can be summarized as follows:

CITY MANAGER'S OFFICE
1. Maintaining a strong budget reserve
2. Providing nuisance abatement programs
3. Providing environmental sustainability programs

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
1. Providing affordable housing support
2. Planning for the future of the City
3. Providing services and identifying solutions that address homelessness

PARKS, RECREATION and COMMUNITY SERVICES DEPARTMENT
1. Maintaining parks
2. Providing free or low-cost recreation programs for youth and teens
3. Providing programs for seniors

POLICE DEPARTMENT
1. Maintaining a low crime rate in the City
2. Providing specialized units
3. Enforcing traffic laws to protect the safety of pedestrians, cyclists, and drivers

PUBLIC WORKS DEPARTMENT
1. Collecting illegally dumped bulky items
2. Maintaining and repairing streets (fixing potholes, etc.)
3. Maintaining and repairing sidewalks

Staff used the data provided by the community to inform its development of the potential program and project list (ATTACHMENT 4) which will be discussed in the next section.

ARPA FUNDING

The American Rescue Plan Act (ARPA) funding for state and local governments presents a unique opportunity for the City Council to address a variety of needs and concerns that have arisen in our community since the onset of the COVID-19 pandemic.

With regard to the ARPA funds, the City must expend funds within the following categories:

1. Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector.
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
4. Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors.
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

DISCUSSION

A list of potential projects and programs has been developed for City Council consideration and guidance is requested in clarifying and prioritizing the project list. The project list was developed using requests submitted by each Department and reviewed by the City Manager. The project list contains programs and projects totaling $40,154,029; as summary of which is on the first page of ATTACHMENT 4. A breakdown of funding per Department is as follows:

DEPT	REQUEST BY DEPARTMENT	% of TOTAL
ADMIN-INFORMATION TECHNOLOGY	$ 913,000	2%
COMMUNITY & ECONOMIC DEVELOPMENT	$ 14,539,397	34%
FINANCE	$ 6,552,700	15%
HUMAN RESOURCES/RISK MGT.	$ 2,267,000	5%
PARKS, RECREATION & COMMUNITY SERVICES	$ 6,481,932	15%
POLICE	$ 3,900,000	9%
PUBLIC WORKS	$ 5,500,000	13%
TOTAL	**$ 40,154,029**	**94%**

Following direction from the City Council, staff will seek confirmation from Treasury on proposed uses and then return to Council for final authorization of projects and programs. Staff is presenting a list of projects totaling $40,154,029, representing ninety four percent (94%) of the City's ARPA allocation. In the event that specific programs or projects are deemed ineligible based on future rulings of the Department of Treasury, the City will have opportunities at each quarterly reporting to modify the its ARPA funding plan.

On August 11, 2021, the City approved the services of HdL to provide consulting services to assist with the administration and implementation of the American Rescue Plan Act funds. The City Manager, City staff and the principals at HdL have had several discussions to review the list of potential projects and programs to be included the ARPA fund budget. HdL staff has reviewed the list of potential funding line items and have deemed all within the eligibility guidelines of the ARPA Interim Final Rule with proper documentation. For example, several of the programs will require strict documentation of the participants involved in the program to ensure that the goals and objectives of the American Rescue Plan are met.

GFOA AMERICAN RESCUE PLAN ACT GUIDING PRINCIPLES

The following has been extracted from the Government Finance Officers Association (GFOA) *American Rescue Plan Spending: Recommended Guiding Principles* anD can serve as a guide as the City prepares its ARPA Fund Budget:

Temporary Nature of ARPA Funds. ARPA funds are non-recurring so their use should be applied primarily to non-recurring expenditures.

- Care should be taken to avoid creating new programs or add-ons to existing programs that require an ongoing financial commitment.
- Use of ARPA funds to cover operating deficits caused by COVID-19 should be considered temporary and additional budget restraint may be necessary to achieve/maintain structural balance in future budgets.
- Investment in critical infrastructure is particularly well suited use of ARPA funds because it is a non-recurring expenditure that can be targeted to strategically important long- term assets that provide benefits over many years. However, care should be taken to assess any on-going operating costs that may be associated with the project.

ARPA Scanning and Partnering Efforts. State and local jurisdictions should be aware of plans for ARPA funding throughout their communities.

- Local jurisdictions should be cognizant of state-level ARPA efforts, especially regarding infrastructure, potential enhancements of state funding resources, and existing or new state law requirements.
- Consider regional initiatives, including partnering with other ARPA recipients. It is possible there are many beneficiaries of ARPA funding within your community, such as schools, transportation agencies and local economic development authorities. Be sure to understand what they are planning and augment their

efforts; alternatively, creating cooperative spending plans to enhance the structural financial condition of your community.

Take Time and Careful Consideration. ARPA funds will be issued in two (2) tranches to local governments. Throughout the years of outlays, and until the end of calendar year 2024, consider how the funds may be used to address rescue efforts and lead to recovery.

- Use other dedicated grants and programs first whenever possible and save ARPA funds for priorities not eligible for other federal and state assistance programs.
- Whenever possible, expenditures related to the ARPA funding should be spread over the qualifying period (through December 31, 2024) to enhance budgetary and financial stability.
- Adequate time should be taken to carefully consider all alternatives for the prudent use of ARPA funding prior to committing the resources to ensure the best use of the temporary funding.

The influx of funds will undoubtedly benefit state and local finances, and aid in the recovery from the budgetary, economic, and financial impacts of the pandemic. Rating agencies will evaluate a government's use of the ARPA funds in formulating its credit opinion and, importantly, will consider your government's level of reserves and structural budget balance, or efforts to return to structural balance, as part of their credit analysis. Finance officers will play a critical role in highlighting the need to use ARPA funds prudently with an eye towards long-term financial stability and sustainable operating performance. The funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize.

It should be noted that the City will have the ability to modify the ARPA fund budget every quarter as it submits its quarterly spending report. The City has to have all funds encumbered on or before December 31, 2024. The City must have all funds expended on or before December 31, 2026.

FISCAL IMPACT

There is not fiscal impact associated with this action. The ARPA allocation to the City of El Monte will infuse $42.5M into the City's budget over the next three (3) years to provide supplemental funding for an approved list of projects and programs developed to meet all of the goals and objectives of the American Rescue Plan Act of 2021.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City is required to follow all guidelines set forth in the Coronavirus State and Local Fiscal Recovery Funds, Department of the Treasury, Interim final rule which was issued on May 10, 2021 (ATTACHMENT 1). Additionally, the Treasury released Compliance and Reporting Guidelines for SLFRF (ATTACHMENT 2) which sets a quarterly reporting

schedule starting on January 31, 2022 (for the reporting period starting from the date of the award until December 31, 2021), and continuing into the second quarter of 2027 or until all funds have been expended and reported.

CONCLUSION

It is recommended that the City Council consider and adopt an American Rescue Plan Act fund budget and direct staff to submit the budget spending plan to the United States Department of the Treasury on or before the January 31, 2022 deadline.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

ATTACHMENT 1- Department of the Treasury: Coronavirus State and Local Fiscal Recovery Funds, Interim Final Rule issued May 10, 2021.

ATTACHMENT 2 - Department of the Treasury: Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance

ATTACHMENT 3 – Community Budget Priority Survey

ATTACHMENT 4 – Potential ARPA Summary and Program/Project List

DATE: DECEMBER 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

DEPARTMENT OF THE TREASURY

31 CFR Part 35

RIN 1505–AC77

Coronavirus State and Local Fiscal Recovery Funds

AGENCY: Department of the Treasury.

ACTION: Interim final rule.

SUMMARY: The Secretary of the Treasury (Treasury) is issuing this interim final rule to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act.

DATES: *Effective date:* The provisions in this interim final rule are effective May 17, 2021.

Comment date: Comments must be received on or before July 16, 2021.

ADDRESSES: Please submit comments electronically through the Federal eRulemaking Portal: *http://www.regulations.gov.* Comments can be mailed to the Office of the Undersecretary for Domestic Finance, Department of the Treasury, 1500 Pennsylvania Avenue NW, Washington, DC 20220. Because postal mail may be subject to processing delay, it is recommended that comments be submitted electronically. All comments should be captions with "Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule Comments." Please include your name, organization affiliation, address, email address and telephone number in your comment. Where appropriate, a comment should include a short executive summary.

In general, comments received will be posted on *http://www.regulations.gov* without change, including any business or personal information provided. Comments received, including attachments and other supporting materials, will be part of the public record and subject to public disclosure. Do not enclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

FOR FURTHER INFORMATION CONTACT: Katharine Richards, Senior Advisor, Office of Recovery Programs, Department of the Treasury, (844) 529–9527.

SUPPLEMENTARY INFORMATION:

I. Background Information

A. Overview

Since the first case of coronavirus disease 2019 (COVID–19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 575,000 Americans.[1] The disease has impacted every part of life: As social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs. In April 2020, the national unemployment rate reached its highest level in over seventy years following the most severe month-over-month decline in employment on record.[2] As of April 2021, there were still 8.2 million fewer jobs than before the pandemic.[3] During this time, a significant share of households have faced food and housing insecurity.[4] Economic disruptions impaired the flow of credit to households, State and local governments, and businesses of all sizes.[5] As businesses weathered closures and sharp declines in revenue, many were forced to shut down, especially small businesses.[6]

Amid this once-in-a-century crisis, State, territorial, Tribal, and local governments (State, local, and Tribal governments) have been called on to respond at an immense scale. Governments have faced myriad needs to prevent and address the spread of COVID–19, including testing, contact tracing, isolation and quarantine, public communications, issuance and enforcement of health orders, expansions to health system capacity like alternative care facilities, and in recent months, a massive nationwide mobilization around vaccinations. Governments also have supported major efforts to prevent COVID–19 spread through safety measures in settings like nursing homes, schools, congregate living settings, dense worksites, incarceration settings, and public facilities. The pandemic's impacts on behavioral health, including the toll of pandemic-related stress, have increased the need for behavioral health resources.

At the same time, State, local and Tribal governments launched major efforts to address the economic impacts of the pandemic. These efforts have been tailored to the needs of their communities and have included expanded assistance to unemployed workers; food assistance; rent, mortgage, and utility support; cash assistance; internet access programs; expanded services to support individuals experiencing homelessness; support for individuals with disabilities and older adults; and assistance to small businesses facing closures or revenue loss or implementing new safety measures.

In responding to the public health emergency and its negative economic impacts, State, local, and Tribal governments have seen substantial increases in costs to provide these services, often amid substantial declines in revenue due to the economic downturn and changing economic patterns during the pandemic.[7] Facing these budget challenges, many State, local, and Tribal governments have been forced to make cuts to services or their workforces, or delay critical investments. From February to May of 2020, State, local, and Tribal governments reduced their workforces by more than 1.5 million jobs and, in April of 2021, State, local, and Tribal government employment remained nearly 1.3 million jobs below pre-pandemic levels.[8] These cuts to State, local, and Tribal government workforces

[1] Centers for Disease Control and Prevention, COVID Data Tracker, *http://www.covid.cdc.gov/covid-data-tracker/#datatracker-home* (last visited May 8, 2021).

[2] U.S. Bureau of Labor Statistics, Unemployment Rate [UNRATE], retrieved from FRED, Federal Reserve Bank of St. Louis; *https://fred.stlouisfed.org/series/UNRATE,* May 3, 2021. U.S. Bureau of Labor Statistics, Employment Level [LNU02000000], retrieved from FRED, Federal Reserve Bank of St. Louis; *https://fred.stlouisfed.org/series/LNU02000000,* May 3, 2021.

[3] U.S. Bureau of Labor Statistics, All Employees, Total Nonfarm [PAYEMS], retrieved from FRED, Federal Reserve Bank of St. Louis; *https://fred.stlouisfed.org/series/PAYEMS,* May 7, 2021.

[4] Nirmita Panchal et al., The Implications of COVID–19 for Mental Health and Substance Abuse (Feb. 10, 2021), https://www.kff.org/coronavirus-covid-19/issue-brief/the-implications-of-covid-19-for-mental-health-and-substance-use/#:~:text=Older%20adults%20are%20also%20more,prior%20to%20the%20current%20crisis; U.S. Census Bureau, Household Pulse Survey: Measuring Social and Economic Impacts during the Coronavirus Pandemic, https://www.census.gov/programs-surveys/household-pulse-survey.html (last visited Apr. 26, 2021); Rebecca T. Leeb et al., Mental Health-Related Emergency Department Visits Among Children Aged <18 Years During the COVID Pandemic—United States, January 1—October 17, 2020, Morb. Mortal. Wkly. Rep. 69(45):1675–80 (Nov. 13, 2020), *https://www.cdc.gov/mmwr/volumes/69/wr/mm6945a3.htm.*

[5] Board of Governors of the Federal Reserve System, Monetary Policy Report (June 12, 2020), *https://www.federalreserve.gov/monetarypolicy/2020-06-mpr-summary.htm.*

[6] Joseph R. Biden, Remarks by President Biden on Helping Small Businesses (Feb. 22, 2021), *https://www.whitehouse.gov/briefing-room/speeches-remarks/2021/02/22/remarks-by-president-biden-on-helping-small-businesses/.*

[7] Michael Leachman, House Budget Bill Provides Needed Fiscal Aid for States, Localities, Tribal Nations, and Territories (Feb. 10, 2021), *https://www.cbpp.org/research/state-budget-and-tax/house-budget-bill-provides-needed-fiscal-aid-for-states-localities.*

[8] U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001], retrieved from FRED, Federal Reserve Bank of St. Louis, *https://fred.stlouisfed.org/series/CES9092000001* and *https://fred.stlouisfed.org/series/CES9093000001* (last visited May 8, 2021).

come at a time when demand for government services is high, with State, local, and Tribal governments on the frontlines of fighting the pandemic. Furthermore, State, local, and Tribal government austerity measures can hamper overall economic growth, as occurred in the recovery from the Great Recession.[9]

Finally, although the pandemic's impacts have been widespread, both the public health and economic impacts of the pandemic have fallen most severely on communities and populations disadvantaged before it began. Low-income communities, people of color, and Tribal communities have faced higher rates of infection, hospitalization, and death,[10] as well as higher rates of unemployment and lack of basic necessities like food and housing.[11] Pre-existing social vulnerabilities magnified the pandemic in these communities, where a reduced ability to work from home and, frequently, denser housing amplified the risk of infection. Higher rates of pre-existing health conditions also may have contributed to more severe COVID–19 health outcomes.[12] Similarly, communities or households facing economic insecurity before the pandemic were less able to weather business closures, job losses, or declines in earnings and were less able to participate in remote work or education due to the inequities in access to reliable and affordable broadband infrastructure.[13] Finally, though schools in all areas faced challenges, those in high poverty areas had fewer resources to adapt to remote and hybrid learning models.[14] Unfortunately, the pandemic also has reversed many gains made by communities of color in the prior economic expansion.[15]

B. The Statute and Interim Final Rule

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President.[16] Section 9901 of ARPA amended Title VI of the Social Security Act[17] (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds).[18] The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) in responding to the impact of COVID–19 and in their efforts to contain COVID–19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).[19]

Through the Fiscal Recovery Funds, Congress provided State, local, and Tribal governments with significant resources to respond to the COVID–19 public health emergency and its economic impacts through four categories of eligible uses. Section 602 and section 603 contain the same eligible uses; the primary difference between the two sections is that section 602 establishes a fund for States, territories, and Tribal governments and section 603 establishes a fund for metropolitan cities, nonentitlement units of local government, and counties. Sections 602(c)(1) and 603(c)(1) provide that funds may be used:

(a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(b) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers;

(c) For the provision of government services to the extent of the reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

(d) To make necessary investments in water, sewer, or broadband infrastructure.

In addition, Congress clarified two types of uses which do not fall within these four categories. Sections 602(c)(2)(B) and 603(c)(2) provide that these eligible uses do not include, and thus funds may not be used for, depositing funds into any pension fund. Section 602(c)(2)(A) also provides, for States and territories, that the eligible uses do not include "directly or indirectly offset[ting] a reduction in the net tax revenue of [the] State or territory resulting from a change in law, regulation, or administrative interpretation."

The ARPA provides a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. First, payments from the Fiscal Recovery Funds help to ensure that State, local, and Tribal governments have the resources needed to continue to take actions to decrease the spread of COVID–19 and bring the pandemic under control. Payments from the Fiscal Recovery Funds may also be used by recipients to provide support for costs incurred in addressing public health and economic challenges resulting from the pandemic, including resources to offer premium pay to essential workers, in recognition of their sacrifices over the

[9] Tracy Gordon, State and Local Budgets and the Great Recession, Brookings Institution (Dec. 31, 2012), *http://www.brookings.edu/articles/state-and-local-budgets-and-the-great-recession.*

[10] Sebastian D. Romano et al., Trends in Racial and Ethnic Disparities in COVID–19 Hospitalizations, by Region—United States, March–December 2020, MMWR Morb Mortal Wkly Rep 2021, 70:560–565 (Apr. 16, 2021), *https://www.cdc.gov/mmwr/volumes/70/wr/mm7015e2.htm?s_cid=mm7015e2_w.*

[11] Center on Budget and Policy Priorities, Tracking the COVID–19 Recession's Effects on Food, Housing, and Employment Hardships, *https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-recessions-effects-on-housing-and* (last visited May 4, 2021).

[12] Lisa R. Fortuna et al., Inequity and the Disproportionate Impact of COVID–19 on Communities of Color in the United States: The Need for Trauma-Informed Social Justice Response, Psychological Trauma Vol. 12(5):443–45 (2020), *available at https://psycnet.apa.org/fulltext/2020-37320-001.pdf.*

[13] Emily Vogles et al., 53% of Americans Say the internet Has Been Essential During the COVID–19 Outbreak (Apr. 30, 2020), *https://www.pewresearch.org/internet/2020/04/30/53-of-americans-say-the-internet-has-been-essential-during-the-covid-19-outbreak/.*

[14] Emma Dorn et al., COVID–19 and student learning in the United States: The hurt could last a lifetime (June 2020), *https://webtest.childrensinstitute.net/sites/default/files/documents/COVID-19-and-student-learning-in-the-United-States_FINAL.pdf;* Andrew Bacher-Hicks et al., Inequality in Household Adaptation to Schooling Shocks: Covid-Induced Online Engagement in Real Time, J. of Public Econ. Vol. 193(C) (July 2020), *available at https://www.nber.org/papers/w27555.*

[15] *See, e.g.,* Tyler Atkinson & Alex Richter, Pandemic Disproportionately Affects Women, Minority Labor Force Participation, *https://www.dallasfed.org/research/economics/2020/1110* (last visited May 9, 2021); Jared Bernstein & Janelle Jones, The Impact of the COVID19 Recession on the Jobs and Incomes of Persons of Color, *https://www.cbpp.org/sites/default/files/atoms/files/6-2-20bud_0.pdf* (last visited May 9, 2021).

[16] American Rescue Plan Act of 2021 (ARPA), sec. 9901, Public Law 117–2, codified at 42 U.S.C. 802 *et seq.* The term "state" as used in this **SUPPLEMENTARY INFORMATION** and defined in section 602 of the Act means each of the 50 States and the District of Columbia. The term "territory" as used in this **SUPPLEMENTARY INFORMATION** and defined in section 602 of the Act means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of Northern Mariana Islands, and American Samoa. Tribal government is defined in the Act and the interim final rule to mean "the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of the [American Rescue Plan Act] pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131)." See section 602(g)(7) of the Social Security Act, as added by the American Rescue Plan Act. On January 29, 2021, the Bureau of Indian Affairs published a current list of 574 Tribal entities. See 86 FR 7554, January 29, 2021. The term "local governments" as used in this **SUPPLEMENTARY INFORMATION** includes metropolitan cities, counties, and nonentitlement units of local government.

[17] 42 U.S.C. 801 *et seq.*

[18] Sections 602, 603 of the Act.

[19] The CRF was established by the section 601 of the Act as added by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116–136, 134 Stat. 281 (2020).

last year. Recipients may also use payments from the Fiscal Recovery Funds to replace State, local, and Tribal government revenue lost due to COVID–19, helping to ensure that governments can continue to provide needed services and avoid cuts or layoffs. Finally, these resources lay the foundation for a strong, equitable economic recovery, not only by providing immediate economic stabilization for households and businesses, but also by addressing the systemic public health and economic challenges that may have contributed to more severe impacts of the pandemic among low-income communities and people of color.

Within the eligible use categories outlined in the Fiscal Recovery Funds provisions of ARPA, State, local, and Tribal governments have flexibility to determine how best to use payments from the Fiscal Recovery Funds to meet the needs of their communities and populations. The interim final rule facilitates swift and effective implementation by establishing a framework for determining the types of programs and services that are eligible under the ARPA along with examples of uses that State, local, and Tribal governments may consider. These uses build on eligible expenditures under the CRF, including some expansions in eligible uses to respond to the public health emergency, such as vaccination campaigns. They also reflect changes in the needs of communities, as evidenced by, for example, nationwide data demonstrating disproportionate impacts of the COVID–19 public health emergency on certain populations, geographies, and economic sectors. The interim final rule takes into consideration these disproportionate impacts by recognizing a broad range of eligible uses to help States, local, and Tribal governments support the families, businesses, and communities hardest hit by the COVID–19 public health emergency.

Implementation of the Fiscal Recovery Funds also reflect the importance of public input, transparency, and accountability. Treasury seeks comment on all aspects of the interim final rule and, to better facilitate public comment, has included specific questions throughout this **SUPPLEMENTARY INFORMATION.** Treasury encourages State, local, and Tribal governments in particular to provide feedback and to engage with Treasury regarding issues that may arise regarding all aspects of this interim final rule and Treasury's work in administering the Fiscal Recovery Funds. In addition, the interim final rule establishes certain regular reporting requirements, including by requiring State, local, and Tribal governments to publish information regarding uses of Fiscal Recovery Funds payments in their local jurisdiction. These reporting requirements reflect the need for transparency and accountability, while recognizing and minimizing the burden, particularly for smaller local governments. Treasury urges State, territorial, Tribal, and local governments to engage their constituents and communities in developing plans to use these payments, given the scale of funding and its potential to catalyze broader economic recovery and rebuilding.

II. Eligible Uses

A. Public Health and Economic Impacts

Sections 602(c)(1)(A) and 603(c)(1)(A) provide significant resources for State, territorial, Tribal governments, and counties, metropolitan cities, and nonentitlement units of local governments (each referred to as a recipient) to meet the wide range of public health and economic impacts of the COVID–19 public health emergency.

These provisions authorize the use of payments from the Fiscal Recovery Funds to respond to the public health emergency with respect to COVID–19 or its negative economic impacts. Section 602 and section 603 also describe several types of uses that would be responsive to the impacts of the COVID–19 public health emergency, including assistance to households, small businesses, and nonprofits and aid to impacted industries, such as tourism, travel, and hospitality.[20]

Accordingly, to assess whether a program or service is included in this category of eligible uses, a recipient should consider whether and how the use would respond to the COVID–19 public health emergency. Assessing whether a program or service "responds to" the COVID–19 public health emergency requires the recipient to, first, identify a need or negative impact of the COVID–19 public health emergency and, second, identify how the program, service, or other intervention addresses the identified need or impact. While the COVID–19 public health emergency affected many aspects of American life, eligible uses under this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID–19 public health emergency.

The interim final rule implements these provisions by identifying a non-exclusive list of programs or services that may be funded as responding to COVID–19 or the negative economic impacts of the COVID–19 public health emergency, along with considerations for evaluating other potential uses of the Fiscal Recovery Funds not explicitly listed. The interim final rule also provides flexibility for recipients to use payments from the Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but that fall under the terms of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID–19 public health emergency or its negative economic impacts. As an example, in determining whether a program or service responds to the negative economic impacts of the COVID–19 public health emergency, the interim final rule provides that payments from the Fiscal Recovery Funds should be designed to address an economic harm resulting from or exacerbated by the public health emergency. Recipients should assess the connection between the negative economic harm and the COVID–19 public health emergency, the nature and extent of that harm, and how the use of this funding would address such harm.

As discussed, the pandemic and the necessary actions taken to control the spread had a severe impact on households and small businesses, including in particular low-income workers and communities and people of color. While eligible uses under sections 602(c)(1)(A) and 603(c)(1)(A) provide flexibility to recipients to identify the most pressing local needs, Treasury encourages recipients to provide assistance to those households, businesses, and non-profits in communities most disproportionately impacted by the pandemic.

1. Responding to COVID–19

On January 21, 2020, the Centers for Disease Control and Prevention (CDC) identified the first case of novel coronavirus in the United States.[21] By late March, the virus had spread to many States and the first wave was growing rapidly, centered in the northeast.[22] This wave brought acute

[20] Sections 602(c)(1)(A), 603(c)(1)(A) of the Act.

[21] Press Release, Centers for Disease Control and Prevention, First Travel-related Case of 2019 Novel Coronavirus Detected in United States (Jan. 21, 2020), *https://www.cdc.gov/media/releases/2020/p0121-novel-coronavirus-travel-case.html.*

[22] Anne Schuchat et al., Public Health Response to the Initiation and Spread of Pandemic COVID–19 in the United States, February 24–April 21, 2021, MMWR Morb Mortal Wkly Rep 2021, 69(18):551–56 (May 8, 2021), *https://www.cdc.gov/mmwr/volumes/69/wr/mm6918e2.htm.*

strain on health care and public health systems: Hospitals and emergency medical services struggled to manage a major influx of patients; response personnel faced shortages of personal protective equipment; testing for the virus was scarce; and congregate living facilities like nursing homes and prisons saw rapid spread. State, local, and Tribal governments mobilized to support the health care system, issue public health orders to mitigate virus spread, and communicate safety measures to the public. The United States has since faced at least two additional COVID–19 waves that brought many similar challenges: The second in the summer, centered in the south and southwest, and a wave throughout the fall and winter, in which the virus reached a point of uncontrolled spread across the country and over 3,000 people died per day.[23] By early May 2021, the United States has experienced over 32 million confirmed COVID–19 cases and over 575,000 deaths.[24]

Mitigating the impact of COVID–19, including taking actions to control its spread and support hospitals and health care workers caring for the sick, continues to require a major public health response from State, local and Tribal governments. New or heightened public health needs include COVID–19 testing, major expansions in contact tracing, support for individuals in isolation or quarantine, enforcement of public health orders, new public communication efforts, public health surveillance (*e.g.*, monitoring case trends and genomic sequencing for variants), enhancement to health care capacity through alternative care facilities, and enhancement of public health data systems to meet new demands or scaling needs. State, local, and Tribal governments have also supported major efforts to prevent COVID–19 spread through safety measures at key settings like nursing homes, schools, congregate living settings, dense worksites, incarceration settings, and in other public facilities. This has included implementing infection prevention measures or making ventilation improvements in congregate settings, health care settings, or other key locations.

Other response and adaptation costs include capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID–19 mitigation tactics. In recent months, State, local, and Tribal governments across the country have mobilized to support the national vaccination campaign, resulting in over 250 million doses administered to date.[25]

The need for public health measures to respond to COVID–19 will continue in the months and potentially years to come. This includes the continuation of the vaccination campaign for the general public and, if vaccinations are approved for children in the future, eventually for youths. This also includes monitoring the spread of COVID–19 variants, understanding the impact of these variants (especially on vaccination efforts), developing approaches to respond to those variants, and monitoring global COVID–19 trends to understand continued risks to the United States. Finally, the long-term health impacts of COVID–19 will continue to require a public health response, including medical services for individuals with "long COVID," and research to understand how COVID–19 impacts future health needs and raises risks for the millions of Americans who have been infected.

Other areas of public health have also been negatively impacted by the COVID–19 pandemic. For example, in one survey in January 2021, over 40 percent of American adults reported symptoms of depression or anxiety, up from 11 percent in the first half of 2019.[26] The proportion of children's emergency department visits related to mental health has also risen noticeably.[27] Similarly, rates of substance misuse and overdose deaths have spiked: Preliminary data from the CDC show a nearly 30 percent increase in drug overdose mortality from September 2019 to September 2020.[28] Stay-at-home orders and other pandemic responses may have also reduced the ability of individuals affected by domestic violence to access services.[29] Finally, some preventative public health measures like childhood vaccinations have been deferred and potentially forgone.[30]

While the pandemic affected communities across the country, it disproportionately impacted some demographic groups and exacerbated health inequities along racial, ethnic, and socioeconomic lines.[31] The CDC has found that racial and ethnic minorities are at increased risk for infection, hospitalization, and death from COVID–19, with Hispanic or Latino and Native American or Alaska Native patients at highest risk.[32]

Similarly, low-income and socially vulnerable communities have seen the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000, as of May 2021.[33] Counties with high social vulnerability, as measured by factors such as poverty and educational attainment, have also fared more poorly than the national average, with 211 deaths per 100,000 as of May 2021.[34]

[23] Centers for Disease Control and Prevention, COVID Data Tracker: Trends in Number of COVID–19 Cases and Deaths in the US Reported to CDC, by State/Territory, *https://covid.cdc.gov/covid-data-tracker/#trends_dailytrendscases* (last visited May 8, 2021).

[24] *Id.*

[25] Centers for Disease Control and Prevention, COVID Data Tracker: COVID–19 Vaccinations in the United States, *https://covid.cdc.gov/covid-data-tracker/#vaccinations* (last visited May 8, 2021).

[26] Panchal, *supra* note 4; Mark É. Czeisler et al., Mental Health, Substance Abuse, and Suicidal Ideation During COVID–19 Pandemic– United States, June 24–30 2020, Morb. Mortal. Wkly. Rep. 69(32):1049–57 (Aug. 14, 2020), *https://www.cdc.gov/mmwr/volumes/69/wr/mm6932a1.htm.*

[27] Leeb, *supra* note 4.

[28] Centers for Disease Prevention and Control, National Center for Health Statistics, Provisional Drug Overdose Death Counts, *https://www.cdc.gov/nchs/nvss/vsrr/drug-overdose-data.htm* (last visited May 8, 2021).

[29] Megan L. Evans, et al., A Pandemic within a Pandemic—Intimate Partner Violence during Covid–19, N. Engl. J. Med. 383:2302–04 (Dec. 10, 2020), *available at https://www.nejm.org/doi/full/10.1056/NEJMp2024046.*

[30] Jeanne M. Santoli et al., Effects of the COVID–19 Pandemic on Routine Pediatric Vaccine Ordering and Administration—United States, Morb. Mortal. Wkly. Rep. 69(19):591–93 (May 8, 2020), *https://www.cdc.gov/mmwr/volumes/69/wr/mm6919e2.htm;* Marisa Langdon-Embry et al., Notes from the Field: Rebound in Routine Childhood Vaccine Administration Following Decline During the COVID–19 Pandemic—New York City, March 1–June 27, 2020, Morb. Mortal. Wkly. Rep. 69(30):999–1001 (Jul. 31 2020), *https://www.cdc.gov/mmwr/volumes/69/wr/mm6930a3.htm.*

[31] Office of the White House, National Strategy for the COVID–19 Response and Pandemic Preparedness (Jan. 21, 2021), *https://www.whitehouse.gov/wp-content/uploads/2021/01/National-Strategy-for-the-COVID-19-Response-and-Pandemic-Preparedness.pdf.*

[32] In a study of 13 states from October to December 2020, the CDC found that Hispanic or Latino and Native American or Alaska Native individuals were 1.7 times more likely to visit an emergency room for COVID–19 than White individuals, and Black individuals were 1.4 times more likely to do so than White individuals. *See* Romano, *supra* note 10.

[33] Centers for Disease Control and Prevention, COVID Data Tracker: Trends in COVID–19 Cases and Deaths in the United States, by County-level Population Factors, *https://covid.cdc.gov/covid-data-tracker/#pop-factors_totaldeaths* (last visited May 8, 2021).

[34] The CDC's Social Vulnerability Index includes fifteen variables measuring social vulnerability, including unemployment, poverty, education levels, single-parent households, disability status, non-English speaking households, crowded housing, and transportation access.

Centers for Disease Control and Prevention, COVID Data Tracker: Trends in COVID–19 Cases

Continued

Over the last year, Native Americans have experienced more than one and a half times the rate of COVID–19 infections, more than triple the rate of hospitalizations, and more than double the death rate compared to White Americans.[35] Low-income and minority communities also exhibit higher rates of pre-existing conditions that may contribute to an increased risk of COVID–19 mortality.[36]

In addition, individuals living in low-income communities may have had more limited ability to socially distance or to self-isolate when ill, resulting in faster spread of the virus, and were over-represented among essential workers, who faced greater risk of exposure.[37] Social distancing measures in response to the pandemic may have also exacerbated pre-existing public health challenges. For example, for children living in homes with lead paint, spending substantially more time at home raises the risk of developing elevated blood lead levels, while screenings for elevated blood lead levels declined during the pandemic.[38] The combination of these underlying social and health vulnerabilities may have contributed to more severe public health outcomes of the pandemic within these communities, resulting in an exacerbation of pre-existing disparities in health outcomes.[39]

Eligible Public Health Uses. The Fiscal Recovery Funds provide resources to meet and address these emergent public health needs, including through measures to counter the spread of COVID–19, through the provision of care for those impacted by the virus, and through programs or services that address disparities in public health that have been exacerbated by the pandemic. To facilitate implementation and use of payments from the Fiscal Recovery Funds, the interim final rule identifies a non-exclusive list of eligible uses of funding to respond to the COVID–19 public health emergency. Eligible uses listed under this section build and expand upon permissible expenditures under the CRF, while recognizing the differences between the ARPA and CARES Act, and recognizing that the response to the COVID–19 public health emergency has changed and will continue to change over time. To assess whether additional uses would be eligible under this category, recipients should identify an effect of COVID–19 on public health, including either or both of immediate effects or effects that may manifest over months or years, and assess how the use would respond to or address the identified need.

The interim final rule identifies a non-exclusive list of uses that address the effects of the COVID–19 public health emergency, including:

• *COVID–19 Mitigation and Prevention.* A broad range of services and programming are needed to contain COVID–19. Mitigation and prevention efforts for COVID–19 include vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (*e.g.*, monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (*e.g.*, nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools;[40] ventilation improvements in congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses.[41] They also include capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID–19 mitigation tactics. These COVID–19 prevention and mitigation programs and services, among others, were eligible expenditures under the CRF and are eligible uses under this category of eligible uses for the Fiscal Recovery Funds.[42]

• *Medical Expenses.* The COVID–19 public health emergency continues to have devastating effects on public health; the United States continues to average hundreds of deaths per day and the spread of new COVID–19 variants has raised new risks and genomic surveillance needs.[43] Moreover, our understanding of the potentially serious and long-term effects of the virus is growing, including the potential for symptoms like shortness of breath to continue for weeks or months, for multi-organ impacts from COVID–19, or for post-intensive care syndrome.[44] State and local governments may need to continue to provide care and services to address these near- and longer-term needs.[45]

and Deaths in the United States, by Social Vulnerability Index, *https://covid.cdc.gov/covid-data-tracker/#pop-factors_totaldeaths* (last visited May 8, 2021).

[35] Centers for Disease Control and Prevention, Risk for COVID–19 Infection, Hospitalization, and Death By Race/Ethnicity, *https://www.cdc.gov/coronavirus/2019-ncov/covid-data/investigations-discovery/hospitalization-death-by-race-ethnicity.html* (last visited Apr. 26, 2021).

[36] *See, e.g.*, Centers for Disease Control and Prevention, Risk of Severe Illness or Death from COVID–19 (Dec. 10, 2020), *https://www.cdc.gov/coronavirus/2019-ncov/community/health-equity/racial-ethnic-disparities/disparities-illness.html* (last visited Apr. 26, 2021).

[37] Milena Almagro et al., Racial Disparities in Frontline Workers and Housing Crowding During COVID–19: Evidence from Geolocation Data (Sept. 22, 2020), NYU Stern School of Business (forthcoming), *available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3695249;* Grace McCormack et al., Economic Vulnerability of Households with Essential Workers, JAMA 324(4):388–90 (2020), *available at https://jamanetwork.com/journals/jama/fullarticle/2767630.*

[38] *See, e.g.*, Joseph G. Courtney et al., Decreases in Young Children Who Received Blood Lead Level Testing During COVID–19—34 Jurisdictions, January–May 2020, Morb. Mort. Wkly. Rep. 70(5):155–61 (Feb. 5, 2021), *https://www.cdc.gov/mmwr/volumes/70/wr/mm7005a2.htm;* Emily A. Benfer & Lindsay F. Wiley, Health Justice Strategies to Combat COVID–19: Protecting Vulnerable Communities During a Pandemic, Health Affairs Blog (Mar. 19, 2020), *https://www.healthaffairs.org/do/10.1377/hblog20200319.757883/full/.*

[39] *See, e.g.*, Centers for Disease Control and Prevention, *supra* note 34; Benfer & Wiley, *supra* note 38; Nathaniel M. Lewis et al., Disparities in COVID–19 Incidence, Hospitalizations, and Testing, by Area-Level Deprivation—Utah, March 3–July 9, 2020, Morb. Mortal. Wkly. Rep. 69(38):1369–73 (Sept. 25, 2020), *https://www.cdc.gov/mmwr/volumes/69/wr/mm6938a4.htm.*

[40] This includes implementing mitigation strategies consistent with the Centers for Disease Control and Prevention's (CDC) Operational Strategy for K–12 Schools through Phased Prevention, *available at https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html.*

[41] Many of these expenses were also eligible in the CRF. Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID–19 will continue to be eligible under the ARPA, including those not explicitly listed here (*e.g.*, telemedicine costs, costs to facilitate compliance with public health orders, disinfection of public areas, facilitating distance learning, increased solid waste disposal needs related to PPE, paid sick and paid family and medical leave to public employees to enable compliance with COVID–19 public health precautions), with the following two exceptions: (1) The standard for eligibility of public health and safety payrolls has been updated (see section II.A of this **SUPPLEMENTARY INFORMATION**) and (2) expenses related to the issuance of tax-anticipation notes are no longer an eligible funding use (see discussion of debt service in section II.B of this **SUPPLEMENTARY INFORMATION**).

[42] Coronavirus Relief Fund for States, Tribal Governments, and Certain Eligible Local Governments, 86 FR 4182 (Jan. 15, 2021), *available at https://home.treasury.gov/system/files/136/CRF-Guidance-Federal-Register_2021-00827.pdf.*

[43] Centers for Disease Control and Prevention, *supra* note 24.

[44] Centers for Disease Control and Prevention, Long-Term Effects (Apr. 8, 2021), *https://www.cdc.gov/coronavirus/2019-ncov/long-term-effects.html* (last visited Apr. 26, 2021).

[45] Pursuant to 42 CFR 433.51 and 45 CFR 75.306, Fiscal Recovery Funds may not serve as a State or locality's contribution of certain Federal funds.

• *Behavioral Health Care.* In addition, new or enhanced State, local, and Tribal government services may be needed to meet behavioral health needs exacerbated by the pandemic and respond to other public health impacts. These services include mental health treatment, substance misuse treatment, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.

• *Public Health and Safety Staff.* Treasury recognizes that responding to the public health and negative economic impacts of the pandemic, including administering the services described above, requires a substantial commitment of State, local, and Tribal government human resources. As a result, the Fiscal Recovery Funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to the COVID–19 public health emergency.[46] Accordingly, the Fiscal Recovery Funds may be used to support the payroll and covered benefits for the portion of the employee's time that is dedicated to responding to the COVID–19 public health emergency. For administrative convenience, the recipient may consider public health and safety employees to be entirely devoted to mitigating or responding to the COVID–19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated to responding to the COVID–19 public health emergency. Recipients may consider other presumptions for assessing the extent to which an employee, division, or operating unit is engaged in activities that respond to the COVID–19 public health emergency, provided that the recipient reassesses periodically and maintains records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID–19 response. Recipients need not routinely track staff hours.

• *Expenses to Improve the Design and Execution of Health and Public Health Programs.* State, local, and Tribal governments may use payments from the Fiscal Recovery Funds to engage in planning and analysis in order to improve programs addressing the COVID–19 pandemic, including through use of targeted consumer outreach, improvements to data or technology infrastructure, impact evaluations, and data analysis.

Eligible Uses to Address Disparities in Public Health Outcomes. In addition, in recognition of the disproportionate impacts of the COVID–19 pandemic on health outcomes in low-income and Native American communities and the importance of mitigating these effects, the interim final rule identifies a broader range of services and programs that will be presumed to be responding to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services, outlined below, are eligible uses when provided in a Qualified Census Tract (QCT),[47] to families living in QCTs, or when these services are provided by Tribal governments.[48] Recipients may also provide these services to other populations, households, or geographic areas that are disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination that the pandemic resulted in disproportionate public health or economic outcomes to the specific populations, households, or geographic areas to be served.

Given the exacerbation of health disparities during the pandemic and the role of pre-existing social vulnerabilities in driving these disparate outcomes, services to address health disparities are presumed to be responsive to the public health impacts of the pandemic. Specifically, recipients may use payments from the Fiscal Recovery Funds to facilitate access to resources that improve health outcomes, including services that connect residents with health care resources and public assistance programs and build healthier environments, such as:

• Funding community health workers to help community members access health services and services to address the social determinants of health;[49]

• Funding public benefits navigators to assist community members with navigating and applying for available Federal, State, and local public benefits or services;

• Housing services to support healthy living environments and neighborhoods conducive to mental and physical wellness;

• Remediation of lead paint or other lead hazards to reduce risk of elevated blood lead levels among children; and

• Evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic.[50]

2. Responding to Negative Economic Impacts

Impacts on Households and Individuals. The public health emergency, including the necessary measures taken to protect public health, resulted in significant economic and financial hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote

[46] In general, if an employee's wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee's covered benefits as an eligible use of Fiscal Recovery Funds. For purposes of the Fiscal Recovery Funds, covered benefits include costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (Federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

[47] Qualified Census Tracts are a common, readily-accessible, and geographically granular method of identifying communities with a large proportion of low-income residents. Using an existing measure may speed implementation and decrease administrative burden, while identifying areas of need at a highly-localized level.

While QCTs are an effective tool generally, many tribal communities have households with a wide range of income levels due in part to non-tribal member, high income residents living in the community. Mixed income communities, with a significant share of tribal members at the lowest levels of income, are often not included as eligible QCTs yet tribal residents are experiencing disproportionate impacts due to the pandemic. Therefore, including all services provided by Tribal governments is a more effective means of ensuring that disproportionately impacted Tribal members can receive services.

[48] U.S. Department of Housing and Urban Development (HUD), Qualified Census Tracts and Difficult Development Areas, *https://www.huduser.gov/portal/datasets/qct.html* (last visited Apr. 26, 2021); U.S. Department of the Interior, Bureau of Indian Affairs, Indian Lands of Federally Recognized Tribes of the United States (June 2016), *https://www.bia.gov/sites/bia.gov/files/assets/bia/ots/webteam/pdf/idc1-028635.pdf* (last visited Apr. 26, 2021).

[49] The social determinants of health are the social and environmental conditions that affect health outcomes, specifically economic stability, health care access, social context, neighborhoods and built environment, and education access. *See, e.g.,* U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion, Healthy People 2030: Social Determinants of Health, *https://health.gov/healthypeople/objectives-and-data/social-determinants-health* (last visited Apr. 26, 2021).

[50] National Commission on COVID–19 and Criminal Justice, Impact Report: COVID–19 and Crime (Jan. 31, 2021), *https://covid19.councilоncj.org/2021/01/31/impact-report-covid-19-and-crime-3/* (showing a spike in homicide and assaults); Brad Boesrup et al., Alarming Trends in US domestic violence during the COVID–19 pandemic, Am. J. of Emerg. Med. 38(12): 2753–55 (Dec. 1, 2020), *available at https://www.ajemjournal.com/article/S0735-6757(20)30307-7/fulltext* (showing a spike in domestic violence).

education, and travel declined precipitously, over 20 million jobs were lost in March and April 2020.[51] Although many have returned to work, as of April 2021, the economy remains 8.2 million jobs below its pre-pandemic peak,[52] and more than 3 million workers have dropped out of the labor market altogether relative to February 2020.[53]

Rates of unemployment are particularly severe among workers of color and workers with lower levels of educational attainment; for example, the overall unemployment rate in the United States was 6.1 percent in April 2021, but certain groups saw much higher rates: 9.7 percent for Black workers, 7.9 percent for Hispanic or Latino workers, and 9.3 percent for workers without a high school diploma.[54] Job losses have also been particularly steep among low wage workers, with these workers remaining furthest from recovery as of the end of 2020.[55] A severe recession—and its concentrated impact among low-income workers—has amplified food and housing insecurity, with an estimated nearly 17 million adults living in households where there is sometimes or often not enough food to eat and an estimated 10.7 million adults living in households that were not current on rent.[56] Over the course of the pandemic, inequities also manifested along gender lines, as schools closed to in-person activities, leaving many working families without child care during the day.[57] Women of color have been hit especially hard: The labor force participation rate for Black women has fallen by 3.2 percentage points[58] during the pandemic as compared to 1.0 percentage points for Black men[59] and 2.0 percentage points for White women.[60]

As the economy recovers, the effects of the pandemic-related recession may continue to impact households, including a risk of longer-term effects on earnings and economic potential. For example, unemployed workers, especially those who have experienced longer periods of unemployment, earn lower wages over the long term once rehired.[61] In addition to the labor market consequences for unemployed workers, recessions can also cause longer-term economic challenges through, among other factors, damaged consumer credit scores[62] and reduced familial and childhood wellbeing.[63] These potential long-term economic consequences underscore the continued need for robust policy support.

Impacts on Businesses. The pandemic has also severely impacted many businesses, with small businesses hit especially hard. Small businesses make up nearly half of U.S. private-sector employment[64] and play a key role in supporting the overall economic recovery as they are responsible for two-thirds of net new jobs.[65] Since the beginning of the pandemic, however, 400,000 small businesses have closed, with many more at risk.[66] Sectors with a large share of small business employment have been among those with the most drastic drops in employment.[67] The negative outlook for small businesses has continued: As of April 2021, approximately 70 percent of small businesses reported that the pandemic has had a moderate or large negative effect on their business, and over a third expect that it will take over 6 months for their business to return to their normal level of operations.[68]

This negative outlook is likely the result of many small businesses having faced periods of closure and having seen declining revenues as customers stayed home.[69] In general, small businesses can face greater hurdles in accessing credit,[70] and many small businesses were already financially fragile at the outset of the pandemic.[71] Non-profits, which provide vital services to communities, have similarly faced

[51] U.S. Bureau of Labor Statistics, All Employees, Total Nonfarm (PAYEMS), retrieved from FRED, Federal Reserve Bank of St. Louis; *https://fred.stlouisfed.org/series/PAYEMS* (last visited May 8, 2021).

[52] *Id.*

[53] U.S. Bureau of Labor Statistics, Civilian Labor Force Level [CLF16OV], retrieved from FRED, Federal Reserve Bank of St. Louis, *https://fred.stlouisfed.org/series/CLF16OV* (last visited May 8, 2021).

[54] U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian population by sex and age (May 8 2021), *https://www.bls.gov/news.release/empsit.t01.htm* (last visited May 8, 2021); U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian noninstitutional population by race, Hispanic or Latino ethnicity, sex, and age (May 8, 2021), *https://www.bls.gov/web/empsit/cpseea04.htm* (last visited May 8, 2021); U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian noninstitutional population 25 years and over by educational attainment (May 8, 2021), *https://www.bls.gov/web/empsit/cpseea05.htm* (last visited May 8, 2021).

[55] Elise Gould & Jori Kandra, Wages grew in 2020 because the bottom fell out of the low-wage labor market, Economic Policy Institute (Feb. 24, 2021), *https://files.epi.org/pdf/219418.pdf. See also,* Michael Dalton et al., The K-Shaped Recovery: Examining the Diverging Fortunes of Workers in the Recovery from the COVID–19 Pandemic using Business and Household Survey Microdata, U.S. Bureau of Labor Statistics Working Paper Series (Feb. 2021), *https://www.bls.gov/osmr/research-papers/2021/pdf/ec210020.pdf.*

[56] Center on Budget and Policy Priorities, Tracking the COVID–19 Recession's Effects on Food, Housing, and Employment Hardships, *https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-recessions-effects-on-food-housing-and* (last visited May 8, 2021).

[57] Women have carried a larger share of childcare responsibilities than men during the COVID–19 crisis. *See, e.g.,* Gema Zamarro & María J. Prados, Gender differences in couples' division of childcare, work and mental health during COVID–19, Rev. Econ. Household 19:11–40 (2021), *available at https://link.springer.com/article/10.1007/s11150-020-09534-7;* Titan Alon et al., The Impact of COVID–19 on Gender Equality, National Bureau of Economic Research Working Paper 26947 (April 2020), *available at https://www.nber.org/papers/w26947.*

[58] U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, Black or African American Women [LNS11300032], retrieved from FRED, Federal Reserve Bank of St. Louis; *https://fred.stlouisfed.org/series/LNS11300032* (last visited May 8, 2021).

[59] U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, Black or African American Men [LNS11300031], retrieved from FRED, Federal Reserve Bank of St. Louis; *https://fred.stlouisfed.org/series/LNS11300031* (last visited May 8, 2021).

[60] U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, White Women [LNS11300029], retrieved from FRED, Federal Reserve Bank of St. Louis; *https://fred.stlouisfed.org/series/LNS11300029* (last visited May 8, 2021).

[61] *See, e.g.,* Michael Greenstone & Adam Looney, Unemployment and Earnings Losses: A Look at Long-Term Impacts of the Great Recession on American Workers, Brookings Institution (Nov. 4, 2021), *https://www.brookings.edu/blog/jobs/2011/11/04/unemployment-and-earnings-losses-a-look-at-long-term-impacts-of-the-great-recession-on-american-workers/.*

[62] Chi Chi Wu, Solving the Credit Conundrum: Helping Consumers' Credit Records Impaired by the Foreclosure Crisis and Great Recession (Dec. 2013), *https://www.nclc.org/images/pdf/credit_reports/report-credit-conundrum-2013.pdf.*

[63] Irwin Garfinkel, Sara McLanahan, Christopher Wimer, eds., Children of the Great Recession, Russell Sage Foundation (Aug. 2016), *available at https://www.russellsage.org/publications/children-great-recession.*

[64] Board of Governors of the Federal Reserve System, *supra* note 5.

[65] U.S. Small Business Administration, Office of Advocacy, Small Businesses Generate 44 Percent of U.S. Economic Activity (Jan. 30, 2019), *https://advocacy.sba.gov/2019/01/30/small-businesses-generate-44-percent-of-u-s-economic-activity/.*

[66] Biden, *supra* note 6.

[67] Daniel Wilmoth, U.S. Small Business Administration Office of Advocacy, The Effects of the COVID–19 Pandemic on Small Businesses, Issue Brief No. 16 (Mar. 2021), *available at https://cdn.advocacy.sba.gov/wp-content/uploads/2021/03/02112318/COVID-19-Impact-On-Small-Business.pdf.*

[68] U.S. Census Bureau, Small Business Pulse Survey, *https://portal.census.gov/pulse/data/* (last visited May 8, 2021).

[69] Olivia S. Kim et al., Revenue Collapses and the Consumption of Small Business Owners in the Early Stages of the COVID–19 Pandemic (Nov. 2020), *https://www.nber.org/papers/w28151.*

[70] *See e.g.,* Board of Governors of the Federal Reserve System, Report to Congress on the Availability of Credit to Small Businesses (Sept. 2017), *available at https://www.federalreserve.gov/publications/2017-september-availability-of-credit-to-small-businesses.htm.*

[71] Alexander W. Bartik et al., The Impact of COVID–19 on small business outcomes and expectations, PNAS 117(30): 17656–66 (July 28, 2020), *available at https://www.pnas.org/content/117/30/17656.*

economic and financial challenges due to the pandemic.[72]

Impacts to State, Local, and Tribal Governments. State, local, and Tribal governments have felt substantial fiscal pressures. As noted above, State, local, and Tribal governments have faced significant revenue shortfalls and remain over 1 million jobs below their pre-pandemic staffing levels.[73] These reductions in staffing may undermine the ability to deliver services effectively, as well as add to the number of unemployed individuals in their jurisdictions.

Exacerbation of Pre-existing Disparities. The COVID–19 public health emergency may have lasting negative effects on economic outcomes, particularly in exacerbating disparities that existed prior to the pandemic.

The negative economic impacts of the COVID–19 pandemic are particularly pronounced in certain communities and families. Low- and moderate-income jobs make up a substantial portion of both total pandemic job losses,[74] and jobs that require in-person frontline work, which are exposed to greater risk of contracting COVID–19.[75] Both factors compound pre-existing vulnerabilities and the likelihood of food, housing, or other financial insecurity in low- and moderate-income families and, given the concentration of low- and moderate-income families within certain communities,[76] raise a substantial risk that the effects of the COVID–19 public health emergency will be amplified within these communities.

These compounding effect of recessions on concentrated poverty and the long-lasting nature of this effect were observed after the 2007–2009 recession, including a large increase in concentrated poverty with the number of people living in extremely poor neighborhoods more than doubling by 2010–2014 relative to 2000.[77] Concentrated poverty has a range of deleterious impacts, including additional burdens on families and reduced economic potential and social cohesion.[78] Given the disproportionate impact of COVID–19 on low-income households discussed above, there is a risk that the current pandemic-induced recession could further increase concentrated poverty and cause long-term damage to economic prospects in neighborhoods of concentrated poverty.

The negative economic impacts of COVID–19 also include significant impacts to children in disproportionately affected families and include impacts to education, health, and welfare, all of which contribute to long-term economic outcomes.[79] Many low-income and minority students, who were disproportionately served by remote or hybrid education during the pandemic, lacked the resources to participate fully in remote schooling or live in households without adults available throughout the day to assist with online coursework.[80] Given these trends, the pandemic may widen educational disparities and worsen outcomes for low-income students,[81] an effect that would substantially impact their long-term economic outcomes. Increased economic strain or material hardship due to the pandemic could also have a long-term impact on health, educational, and economic outcomes of young children.[82] Evidence suggests that adverse conditions in early childhood, including exposure to poverty, food insecurity, housing insecurity, or other economic hardships, are particularly impactful.[83]

The pandemic's disproportionate economic impacts are also seen in Tribal communities across the country—for Tribal governments as well as families and businesses on and off Tribal lands. In the early months of the pandemic, Native American unemployment spiked to 26 percent and, while partially recovered, remains at nearly 11 percent.[84] Tribal enterprises are a significant source of revenue for Tribal governments to support the provision of government services. These enterprises, notably concentrated in gaming, tourism, and hospitality, frequently closed, significantly reducing both revenues to Tribal governments and employment. As a result, Tribal governments have reduced essential services to their citizens and communities.[85]

Eligible Uses. Sections 602(c)(1)(A) and 603(c)(1)(A) permit use of payments from the Fiscal Recovery Funds to respond to the negative economic impacts of the COVID–19 public health emergency. Eligible uses that respond to the negative economic impacts of the public health emergency must be designed to address an economic harm resulting from or exacerbated by the public health emergency. In considering whether a program or service would be

[72] Federal Reserve Bank of San Francisco, Impacts of COVID–19 on Nonprofits in the Western United States (May 2020), *https://www.frbsf.org/community-development/files/impact-of-covid-nonprofits-serving-western-united-states.pdf.*

[73] Bureau of Labor Statistics, *supra* note 8; Elijah Moreno & Heather Sobrepena, Tribal entities remain resilient as COVID–19 batters their finances, Federal Reserve Bank of Minneapolis (Nov. 10, 2021), *https://www.minneapolisfed.org/article/2020/tribal-entities-remain-resilient-as-covid-19-batters-their-finances.*

[74] Kim Parker et al., Economic Fallout from COVID–19 Continues to Hit Lower-Income Americans the Hardest, Pew Research Center (Sept. 24, 2020), *https://www.pewresearch.org/social-trends/2020/09/24/economic-fallout-from-covid-19-continues-to-hit-lower-income-americans-the-hardest/;* Gould, *supra* note 55.

[75] *See infra* Section II.B of this Supplementary Information.

[76] Elizabeth Kneebone, The Changing geography of US poverty, Brookings Institution (Feb. 15, 2017), *https://www.brookings.edu/testimonies/the-changing-geography-of-us-poverty/.*

[77] Elizabeth Kneebone & Natalie Holmes, U.S. concentrated poverty in the wake of the Great Recession, Brookings Institution (Mar. 31, 2016), *https://www.brookings.edu/research/u-s-concentrated-poverty-in-the-wake-of-the-great-recession/.*

[78] David Erickson et al., The Enduring Challenge of Concentrated Poverty in America: Case Studies from Communities Across the U.S. (2008), *available at https://www.frbsf.org/community-development/files/cp_fullreport.pdf.*

[79] Educational quality, as early as Kindergarten, has a long-term impact on children's public health and economic outcomes. *See, e.g.,* Tyler W. Watts et al., The Chicago School Readiness Project: Examining the long-term impacts of an early childhood intervention, PLoS ONE 13(7) (2018), *available at https://journals.plos.org/plosone/article?id=10.1371/journal.pone.0200144;* Opportunity Insights, How Can We Amplify Education as an Engine of Mobility? Using big data to help children get the most from school, *https://opportunityinsights.org/education/* (last visited Apr. 26, 2021); U.S. Department of Health and Human Services (HHS), Office of Disease Prevention and Health Promotion, Early Childhood Development and Education, *https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-health/interventions-resources/early-childhood-development-and-education* (last visited Apr. 26, 2021).

[80] *See, e.g.,* Bacher-Hicks, *supra* note 14.

[81] A Department of Education survey found that, as of February 2021, 42 percent of fourth grade students nationwide were offered only remote education, compared to 48 percent of economically disadvantaged students, 54 percent of Black students and 57 percent of Hispanic students. Large districts often disproportionately serve low-income students. *See* Institute of Education Sciences, Monthly School Survey Dashboard, *https://ies.ed.gov/schoolsurvey/* (last visited Apr. 26, 2021). In summer 2020, a review found that 74 percent of the largest 100 districts chose remote learning only. *See* Education Week, School Districts' Reopening Plans: A Snapshot (Jul. 15, 2020), *https://www.edweek.org/leadership/school-districts-reopening-plans-a-snapshot/2020/07* (last visited May 4, 2021).

[82] HHS, *supra* note 79.

[83] Hirokazu Yoshikawa, Effects of the Global Coronavirus Disease—2019 Pandemic on Early Childhood Development: Short- and Long-Term Risks and Mitigating Program and Policy Actions, J. of Pediatrics Vol. 223:188–93 (Aug. 1, 2020), *available at https://www.jpeds.com/article/S0022-3476(20)30606-5/abstract.*

[84] Based on calculations conducted by the Minneapolis Fed's Center for Indian Country Development using Flood et al. (2020)'s Current Population Survey." Sarah Flood, Miriam King, Renae Rodgers, Steven Ruggles and J. Robert Warren. Integrated Public Use Microdata Series, Current Population Survey: Version 8.0 [dataset]. Minneapolis, MN: IPUMS, 2020. *https://doi.org/10.18128/D030.V8.0; see also* Donna Feir & Charles Golding, Native Employment During COVID–19: Hard hit in April but Starting to Rebound? (Aug. 5, 2020), *https://www.minneapolisfed.org/article/2020/native-employment-during-covid-19-hit-hard-in-april-but-starting-to-rebound.*

[85] Moreno & Sobrepena, *supra* note 73.

eligible under this category, the recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID–19 public health emergency and whether, and the extent to which, the use would respond or address this harm.[86] A recipient should first consider whether an economic harm exists and whether this harm was caused or made worse by the COVID–19 public health emergency. While economic impacts may either be immediate or delayed, assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.

In addition, the eligible use must "respond to" the identified negative economic impact. Responses must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. Where there has been a negative economic impact resulting from the public health emergency, States, local, and Tribal governments have broad latitude to choose whether and how to use the Fiscal Recovery Funds to respond to and address the negative economic impact. Sections 602(c)(1)(A) and 603(c)(1)(A) describe several types of uses that would be eligible under this category, including assistance to households, small businesses, and nonprofits and aid to impacted industries such as tourism, travel, and hospitality.

To facilitate implementation and use of payments from the Fiscal Recovery Funds, the interim final rule identifies a non-exclusive list of eligible uses of funding that respond to the negative economic impacts of the public health emergency. Consistent with the discussion above, the eligible uses listed below would respond directly to the economic or financial harms resulting from and or exacerbated by the public health emergency.

- *Assistance to Unemployed Workers.* This includes assistance to unemployed workers, including services like job training to accelerate rehiring of unemployed workers; these services may extend to workers unemployed due to the pandemic or the resulting recession, or who were already unemployed when the pandemic began and remain so due to the negative economic impacts of the pandemic.
- *State Unemployment Insurance Trust Funds.* Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund established under section 904 of the Social Security Act (42 U.S.C. 1104) up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020 or to pay back advances received under Title XII of the Social Security Act (42 U.S.C. 1321) for the payment of benefits between January 27, 2020 and May 17, 2021, given the close nexus between Unemployment Trust Fund costs, solvency of Unemployment Trust Fund systems, and pandemic economic impacts. Further, Unemployment Trust Fund deposits can decrease fiscal strain on Unemployment Insurance systems impacted by the pandemic. States facing a sharp increase in Unemployment Insurance claims during the pandemic may have drawn down positive Unemployment Trust Fund balances and, after exhausting the balance, required advances to fund continuing obligations to claimants. Because both of these impacts were driven directly by the need for assistance to unemployed workers during the pandemic, replenishing Unemployment Trust Funds up to the pre-pandemic level responds to the pandemic's negative economic impacts on unemployed workers.
- *Assistance to Households.* Assistance to households or populations facing negative economic impacts due to COVID–19 is also an eligible use. This includes: Food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance (discussed below); emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training. As discussed above, in considering whether a potential use is eligible under this category, a recipient must consider whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic. For example, a cash transfer program may focus on unemployed workers or low- and moderate-income families, which have faced disproportionate economic harms due to the pandemic. Cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID–19 public health emergency or its negative impacts. In particular, when considering the appropriate size of permissible cash transfers made in response to the COVID–19 public health emergency, State, local and Tribal governments may consider and take guidance from the per person amounts previously provided by the Federal Government in response to the COVID–19 crisis. Cash transfers that are grossly in excess of such amounts would be outside the scope of eligible uses under sections 602(c)(1)(A) and 603(c)(1)(A) and could be subject to recoupment. In addition, a recipient could provide survivor's benefits to surviving family members of COVID–19 victims, or cash assistance to widows, widowers, and dependents of eligible COVID–19 victims.
- *Expenses to Improve Efficacy of Economic Relief Programs.* State, local, and Tribal governments may use payments from the Fiscal Recovery Funds to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.
- *Small Businesses and Non-profits.* As discussed above, small businesses and non-profits faced significant challenges in covering payroll, mortgages or rent, and other operating costs as a result of the public health emergency and measures taken to contain the spread of the virus. State, local, and Tribal governments may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID–19 public health emergency, including:
  - Loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
  - Loans, grants, or in-kind assistance to implement COVID–19 prevention or mitigation tactics, such as physical

[86] In some cases, a use may be permissible under another eligible use category even if it falls outside the scope of section (c)(1)(A) of the Act.

plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID–19 vaccination, testing, or contact tracing programs; and

○ Technical assistance, counseling, or other services to assist with business planning needs.

As discussed above, these services should respond to the negative economic impacts of COVID–19. Recipients may consider additional criteria to target assistance to businesses in need, including small businesses. Such criteria may include businesses facing financial insecurity, substantial declines in gross receipts (*e.g.*, comparable to measures used to assess eligibility for the Paycheck Protection Program), or other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. Recipients should consider local economic conditions and business data when establishing such criteria.[87]

• *Rehiring State, Local, and Tribal Government Staff.* State, local, and Tribal governments continue to see pandemic impacts in overall staffing levels: State, local, and Tribal government employment remains more than 1 million jobs lower in April 2021 than prior to the pandemic.[88] Employment losses decrease a state or local government's ability to effectively administer services. Thus, the interim final rule includes as an eligible use payroll, covered benefits, and other costs associated with rehiring public sector staff, up to the pre-pandemic staffing level of the government.

• *Aid to Impacted Industries.* Sections 602(c)(1)(A) and 603(c)(1)(A) recognize that certain industries, such as tourism, travel, and hospitality, were disproportionately and negatively impacted by the COVID–19 public health emergency. Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic on those and similarly impacted industries. For example, aid may include assistance to implement COVID–19 mitigation and infection prevention measures to enable safe resumption of tourism, travel, and hospitality services, for example, improvements to ventilation, physical barriers or partitions, signage to facilitate social distancing, provision of masks or personal protective equipment, or consultation with infection prevention professionals to develop safe reopening plans.

Aid may be considered responsive to the negative economic impacts of the pandemic if it supports businesses, attractions, business districts, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel, and hospitality industries and to business districts that were closed during the COVID–19 public health emergency, as well as aid for a planned expansion or upgrade of tourism, travel, and hospitality facilities delayed due to the pandemic.

When considering providing aid to industries other than tourism, travel, and hospitality, recipients should consider the extent of the economic impact as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, on net, the leisure and hospitality industry has experienced an approximately 24 percent decline in revenue and approximately 17 percent decline in employment nationwide due to the COVID–19 public health emergency.[89] Recipients should also consider whether impacts were due to the COVID–19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

To facilitate transparency and accountability, the interim final rule requires that State, local, and Tribal governments publicly report assistance provided to private-sector businesses under this eligible use, including tourism, travel, hospitality, and other impacted industries, and its connection to negative economic impacts of the pandemic. Recipients also should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

As discussed above, economic disparities that existed prior to the COVID–19 public health emergency amplified the impact of the pandemic among low-income and minority groups. These families were more likely to face housing, food, and financial insecurity; are over-represented among low-wage workers; and many have seen their livelihoods deteriorate further during the pandemic and economic contraction. In recognition of the disproportionate negative economic impacts on certain communities and populations, the interim final rule identifies services and programs that will be presumed to be responding to the negative economic impacts of the COVID–19 public health emergency when provided in these communities.

Specifically, Treasury will presume that certain types of services, outlined below, are eligible uses when provided in a QCT, to families and individuals living in QCTs, or when these services are provided by Tribal governments.[90] Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately impacted communities, recipients should be able to support their determination that the pandemic resulted in disproportionate public health or economic outcomes to the specific populations, households, or geographic areas to be served. The interim final rule identifies a non-exclusive list of uses that address the disproportionate negative economic effects of the COVID–19 public health emergency, including:

○ *Building Stronger Communities through Investments in Housing and Neighborhoods.* The economic impacts of COVID–19 have likely been most acute in lower-income neighborhoods, including concentrated areas of high unemployment, limited economic opportunity, and housing insecurity.[91]

[87] *See* Federal Reserve Bank of Cleveland, An Uphill Battle: COVID–19's Outsized Toll on Minority-Owned Firms (Oct. 8, 2020), *https://www.clevelandfed.org/newsroom-and-events/publications/community-development-briefs/db-20201008-misera-report.aspx* (discussing the impact of COVID–19 on minority owned businesses).

[88] U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001], retrieved from FRED, Federal Reserve Bank of St. Louis, *https://fred.stlouisfed.org/series/CES9092000001* and *https://fred.stlouisfed.org/series/CES9093000001* (last visited May 8, 2021).

[89] From February 2020 to April 2021, employment in "Leisure and hospitality" has fallen by approximately 17 percent. *See* U.S. Bureau of Labor Statistics, All Employees, Leisure and Hospitality, retrieved from FRED, Federal Reserve Bank of St. Louis, *https://fred.stlouisfed.org/series/USLAH* (last visited May 8, 2021). From 2019Q4 to 2020Q4, gross output (*e.g.* revenue) in arts, entertainment, recreation, accommodation, and food services has fallen by approximately 24 percent. *See* Bureau of Economic Analysis, News Release: Gross Domestic Product (Third Estimate), Corporate Profits, and GDP by Industry, Fourth Quarter and Year 2020 (Mar. 25, 2021), Table 17, *https://www.bea.gov/sites/default/files/2021-03/gdp4q20_3rd.pdf.*

[90] HUD, *supra* note 48.

[91] Stuart M. Butler & Jonathan Grabinsky, Tackling the legacy of persistent urban inequality and concentrated poverty, Brookings Institution (Nov. 16, 2020), *https://www.brookings.edu/blog/up-front/2020/11/16/tackling-the-legacy-of-*

Continued

Services in this category alleviate the immediate economic impacts of the COVID–19 pandemic on housing insecurity, while addressing conditions that contributed to poor public health and economic outcomes during the pandemic, namely concentrated areas with limited economic opportunity and inadequate or poor-quality housing.[92] Eligible services include:

- Services to address homelessness such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals;
- Affordable housing development to increase supply of affordable and high-quality living units; and
- Housing vouchers, residential counseling, or housing navigation assistance to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity.[93]

○ *Addressing Educational Disparities.* As outlined above, school closures and the transition to remote education raised particular challenges for lower-income students, potentially exacerbating educational disparities, while increases in economic hardship among families could have long-lasting impacts on children's educational and economic prospects. Services under this prong would enhance educational supports to help mitigate impacts of the pandemic. Eligible services include:

- New, expanded, or enhanced early learning services, including pre-kindergarten, Head Start, or partnerships between pre-kindergarten programs and local education authorities, or administration of those services;
- Providing assistance to high-poverty school districts to advance equitable funding across districts and geographies;
- Evidence-based educational services and practices to address the academic needs of students, including tutoring, summer, afterschool, and other extended learning and enrichment programs; and
- Evidence-based practices to address the social, emotional, and mental health needs of students;

○ *Promoting Healthy Childhood Environments.* Children's economic and family circumstances have a long-term impact on their future economic outcomes.[94] Increases in economic hardship, material insecurity, and parental stress and behavioral health challenges all raise the risk of long-term harms to today's children due to the pandemic. Eligible services to address this challenge include:

- New or expanded high-quality childcare to provide safe and supportive care for children;
- Home visiting programs to provide structured visits from health, parent educators, and social service professionals to pregnant women or families with young children to offer education and assistance navigating resources for economic support, health needs, or child development; and
- Enhanced services for child welfare-involved families and foster youth to provide support and training on child development, positive parenting, coping skills, or recovery for mental health and substance use challenges.

State, local, and Tribal governments are encouraged to use payments from the Fiscal Recovery Funds to respond to the direct and immediate needs of the pandemic and its negative economic impacts and, in particular, the needs of households and businesses that were disproportionately and negatively impacted by the public health emergency. As highlighted above, low-income communities and workers and people of color have faced more severe health and economic outcomes during the pandemic, with pre-existing social vulnerabilities like low-wage or insecure employment, concentrated neighborhoods with less economic opportunity, and pre-existing health disparities likely contributing to the magnified impact of the pandemic. The Fiscal Recovery Funds provide resources to not only respond to the immediate harms of the pandemic but also to mitigate its longer-term impact in compounding the systemic public health and economic challenges of disproportionately impacted populations. Treasury encourages recipients to consider funding uses that foster a strong, inclusive, and equitable recovery, especially uses with long-term benefits for health and economic outcomes.

Uses Outside the Scope of this Category. Certain uses would not be within the scope of this eligible use category, although may be eligible under other eligible use categories. A general infrastructure project, for example, typically would not be included unless the project responded to a specific pandemic public health need (*e.g.*, investments in facilities for the delivery of vaccines) or a specific negative economic impact like those described above (*e.g.*, affordable housing in a QCT). The ARPA explicitly includes infrastructure if it is "necessary" and in water, sewer, or broadband. *See* Section II.D of this **SUPPLEMENTARY INFORMATION.** State, local, and Tribal governments also may use the Fiscal Recovery Funds under sections 602(c)(1)(C) or 603(c)(1)(C) to provide "government services" broadly to the extent of their reduction in revenue. *See* Section II.C of this **SUPPLEMENTARY INFORMATION.**

This category of eligible uses also would not include contributions to rainy day funds, financial reserves, or similar funds. Resources made available under this eligible use category are intended to help meet pandemic response needs and provide relief for households and businesses facing near- and long-term negative economic impacts. Contributions to rainy day funds and similar financial reserves would not address these needs or respond to the COVID–19 public health emergency but would rather constitute savings for future spending needs. Similarly, this eligible use category would not include payment of interest or principal on outstanding debt instruments, including, for example, short-term revenue or tax anticipation notes, or other debt service costs. As discussed below, payments from the Fiscal Recovery Funds are intended to be used prospectively and the interim final rule precludes use of these funds to cover the costs of debt incurred prior to March 3, 2021. Fees or issuance costs associated with the issuance of new debt would also not be covered using payments from the Fiscal Recovery Funds because such costs would not themselves have been incurred to address the needs of pandemic response or its negative economic impacts. The purpose of the Fiscal Recovery Funds is to provide fiscal relief that will permit State, local, and Tribal governments to continue to respond to the COVID–19 public health emergency.

For the same reasons, this category of eligible uses would not include satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring

persistent-urban-inequality-and-concentrated-poverty/.

[92] U.S. Department of Health and Human Services (HHS), Office of Disease Prevention and Health Promotion, Quality of Housing, *https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-health/interventions-resources/quality-of-housing#11* (last visited Apr. 26, 2021).

[93] The Opportunity Atlas, *https://www.opportunityatlas.org/* (last visited Apr. 26, 2021); Raj Chetty & Nathaniel Hendren, The Impacts of Neighborhoods on Intergenerational Mobility I: Childhood Exposure Effects, Quarterly J. of Econ. 133(3):1107–162 (2018), *available at https://opportunityinsights.org/paper/neighborhoodsi/.*

[94] *See* supra notes 52 and 84.

plan in a judicial, administrative, or regulatory proceeding, except to the extent the judgment or settlement requires the provision of services that would respond to the COVID–19 public health emergency. That is, satisfaction of a settlement or judgment would not itself respond to COVID–19 with respect to the public health emergency or its negative economic impacts, unless the settlement requires the provision of services or aid that did directly respond to these needs, as described above.

In addition, as described in Section V.III of this **SUPPLEMENTARY INFORMATION**, Treasury will establish reporting and record keeping requirements for uses within this category, including enhanced reporting requirements for certain types of uses.

Question 1: Are there other types of services or costs that Treasury should consider as eligible uses to respond to the public health impacts of COVID–19? Describe how these respond to the COVID–19 public health emergency.

Question 2: The interim final rule permits coverage of payroll and benefits costs of public health and safety staff primarily dedicated to COVID–19 response, as well as rehiring of public sector staff up to pre-pandemic levels. For how long should these measures remain in place? What other measures or presumptions might Treasury consider to assess the extent to which public sector staff are engaged in COVID–19 response, and therefore reimbursable, in an easily-administrable manner?

Question 3: The interim final rule permits rehiring of public sector staff up to the government's pre-pandemic staffing level, which is measured based on employment as of January 27, 2020. Does this approach adequately measure the pre-pandemic staffing level in a manner that is both accurate and easily administrable? Why or why not?

Question 4: The interim final rule permits deposits to Unemployment Insurance Trust Funds, or using funds to pay back advances, up to the pre-pandemic balance. What, if any, conditions should be considered to ensure that funds repair economic impacts of the pandemic and strengthen unemployment insurance systems?

Question 5: Are there other types of services or costs that Treasury should consider as eligible uses to respond to the negative economic impacts of COVID–19? Describe how these respond to the COVID–19 public health emergency.

Question 6: What other measures, presumptions, or considerations could be used to assess "impacted industries" affected by the COVID–19 public health emergency?

Question 7: What are the advantages and disadvantages of using Qualified Census Tracts and services provided by Tribal governments to delineate where a broader range of eligible uses are presumed to be responsive to the public health and economic impacts of COVID–19? What other measures might Treasury consider? Are there other populations or geographic areas that were disproportionately impacted by the pandemic that should be explicitly included?

Question 8: Are there other services or costs that Treasury should consider as eligible uses to respond to the disproportionate impacts of COVID–19 on low-income populations and communities? Describe how these respond to the COVID–19 public health emergency or its negative economic impacts, including its exacerbation of pre-existing challenges in these areas.

Question 9: The interim final rule includes eligible uses to support affordable housing and stronger neighborhoods in disproportionately-impacted communities. Discuss the advantages and disadvantages of explicitly including other uses to support affordable housing and stronger neighborhoods, including rehabilitation of blighted properties or demolition of abandoned or vacant properties. In what ways does, or does not, this potential use address public health or economic impacts of the pandemic? What considerations, if any, could support use of Fiscal Recovery Funds in ways that do not result in resident displacement or loss of affordable housing units?

B. Premium Pay

Fiscal Recovery Funds payments may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID–19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work.[95] These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities.

Since the start of the COVID–19 public health emergency in January 2020, essential workers have put their physical wellbeing at risk to meet the daily needs of their communities and to provide care for others. In the course of this work, many essential workers have contracted or died of COVID–19.[96] Several examples reflect the severity of the health impacts for essential workers. Meat processing plants became "hotspots" for transmission, with 700 new cases reported at a single plant on a single day in May 2020.[97] In New York City, 120 employees of the Metropolitan Transit Authority were estimated to have died due to COVID–19 by mid-May 2020, with nearly 4,000 testing positive for the virus.[98] Furthermore, many essential workers are people of color or low-wage workers.[99] These workers, in particular, have borne a disproportionate share of the health and economic impacts of the pandemic. Such workers include:

- Staff at nursing homes, hospitals, and home care settings;
- Workers at farms, food production facilities, grocery stores, and restaurants;
- Janitors and sanitation workers;
- Truck drivers, transit staff, and warehouse workers;
- Public health and safety staff;
- Childcare workers, educators, and other school staff; and
- Social service and human services staff.

During the public health emergency, employers' policies on COVID–19-related hazard pay have varied widely, with many essential workers not yet compensated for the heightened risks they have faced and continue to face.[100]

[95] Sections 602(c)(1)(B), 603(c)(1)(B) of the Act.

[96] *See, e.g.,* Centers for Disease Control and Prevention, COVID Data Tracker: Cases & Death among Healthcare Personnel, *https://covid.cdc.gov/covid-data-tracker/#health-care-personnel* (last visited May 4, 2021); Centers for Disease Control and Prevention, COVID Data Tracker: Confirmed COVID–19 Cases and Deaths among Staff and Rate per 1,000 Resident-Weeks in Nursing Homes, by Week—United States, *https://covid.cdc.gov/covid-data-tracker/#nursing-home-staff* (last visited May 4, 2021).

[97] *See, e.g.,* The Lancet, The plight of essential workers during the COVID–19 pandemic, Vol. 395, Issue 10237:1587 (May 23, 2020), *available at https://www.thelancet.com/journals/lancet/article/PIIS0140-6736%2820%2931200-9/fulltext.*

[98] *Id.*

[99] Joanna Gaitens et al., Covid–19 and essential workers: A narrative review of health outcomes and moral injury, Int'l J. of Envtl. Research and Pub. Health 18(4):1446 (Feb. 4, 2021), *available at https://pubmed.ncbi.nlm.nih.gov/33557075/;* Tiana N. Rogers et al., Racial Disparities in COVID–19 Mortality Among Essential Workers in the United States, World Med. & Health policy 12(3):311–27 (Aug. 5, 2020), *available at https://onlinelibrary.wiley.com/doi/full/10.1002/wmh3.358* (finding that vulnerability to coronavirus exposure was increased among non-Hispanic blacks, who disproportionately occupied the top nine essential occupations).

[100] Economic Policy Institute, Only 30% of those working outside their home are receiving hazard pay (June 16, 2020), *https://www.epi.org/press/only-30-of-those-working-outside-their-home-are-receiving-hazard-pay-black-and-hispanic-workers-are-most-concerned-about-bringing-the-coronavirus-home/.*

Many of these workers earn lower wages on average and live in socioeconomically vulnerable communities as compared to the general population.[101] A recent study found that 25 percent of essential workers were estimated to have low household income, with 13 percent in high-risk households.[102] The low pay of many essential workers makes them less able to cope with the financial consequences of the pandemic or their work-related health risks, including working hours lost due to sickness or disruptions to childcare and other daily routines, or the likelihood of COVID–19 spread in their households or communities. Thus, the threats and costs involved with maintaining the ongoing operation of vital facilities and services have been, and continue to be, borne by those that are often the most vulnerable to the pandemic. The added health risk to essential workers is one prominent way in which the pandemic has amplified pre-existing socioeconomic inequities.

The Fiscal Recovery Funds will help respond to the needs of essential workers by allowing recipients to remunerate essential workers for the elevated health risks they have faced and continue to face during the public health emergency. To ensure that premium pay is targeted to workers that faced or face heightened risks due to the character of their work, the interim final rule defines essential work as work involving regular in-person interactions or regular physical handling of items that were also handled by others. A worker would not be engaged in essential work and, accordingly may not receive premium pay, for telework performed from a residence.

Sections 602(g)(2) and 603(g)(2) define eligible worker to mean "those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government." [103] The rule incorporates this definition and provides a list of industries recognized as essential critical infrastructure sectors.[104] These sectors include healthcare, public health and safety, childcare, education, sanitation, transportation, and food production and services, among others as noted above. As provided under sections 602(g)(2) and 603(g)(2), the chief executive of each recipient has discretion to add additional sectors to this list, so long as additional sectors are deemed critical to protect the health and well-being of residents.

In providing premium pay to essential workers or grants to eligible employers, a recipient must consider whether the pay or grant would "respond to" to the worker or workers performing essential work. Premium pay or grants provided under this section respond to workers performing essential work if it addresses the heightened risk to workers who must be physically present at a jobsite and, for many of whom, the costs associated with illness were hardest to bear financially. Many of the workers performing critical essential services are low- or moderate-income workers, such as those described above. The ARPA recognizes this by defining premium pay to mean an amount up to $13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed $25,000 per eligible worker. To ensure the provision is implemented in a manner that compensates these workers, the interim final rule provides that any premium pay or grants provided using the Fiscal Recovery Funds should prioritize compensation of those lower income eligible workers that perform essential work.

As such, providing premium pay to eligible workers responds to such workers by helping address the disparity between the critical services and risks taken by essential workers and the relatively low compensation they tend to receive in exchange. If premium pay would increase a worker's total pay above 150 percent of their residing state's average annual wage for all occupations, as defined by the Bureau of Labor Statistics' Occupational Employment and Wage Statistics, or their residing county's average annual wage, as defined by the Bureau of Labor Statistics' Occupational Employment and Wage Statistics, whichever is higher, on an annual basis, the State, local, or Tribal government must provide Treasury and make publicly available, whether for themselves or on behalf of a grantee, a written justification of how the premium pay or grant is responsive to workers performing essential worker during the public health emergency.[105]

The threshold of 150 percent for requiring additional written justification is based on an analysis of the distribution of labor income for a sample of 20 occupations that generally correspond to the essential workers as defined in the interim final rule.[106] For these occupations, labor income for the vast majority of workers was under 150 percent of average annual labor income across all occupations. Treasury anticipates that the threshold of 150 percent of the annual average wage will be greater than the annual average wage of the vast majority of eligible workers performing essential work. These enhanced reporting requirements help to ensure grants are directed to essential workers in critical infrastructure sectors and responsive to the impacts of the pandemic observed among essential workers, namely the mis-alignment between health risks and compensation. Enhanced reporting also provides transparency to the public. Finally, using a localized measure reflects differences in wages and cost of living across the country, making this standard administrable and reflective of essential worker incomes across a diverse range of geographic areas.

Furthermore, because premium pay is intended to compensate essential workers for heightened risk due to COVID–19, it must be entirely additive to a worker's regular rate of wages and other remuneration and may not be used to reduce or substitute for a worker's normal earnings. The definition of premium pay also clarifies that premium pay may be provided retrospectively for work performed at any time since the start of the COVID–19 public health emergency, where those workers have yet to be compensated adequately for work previously performed.[107] Treasury encourages recipients to prioritize providing retrospective premium pay where possible, recognizing that many essential workers have not yet received additional compensation for work conducted over the course of many

[101] McCormack, *supra* note 37.

[102] *Id.*

[103] Sections 602(g)(2), 603(g)(2) of the Act.

[104] The list of critical infrastructure sectors provided in the interim final rule is based on the list of essential workers under The Heroes Act, H.R. 6800, 116th Cong. (2020).

[105] County median annual wage is taken to be that of the metropolitan or nonmetropolitan area that includes the county. *See* U.S. Bureau of Labor Statistics, State Occupational Employment and Wage Estimates, *https://www.bls.gov/oes/current/oessrcst.htm* (last visited May 1, 2021); U.S. Bureau of Labor Statistics, May 2020 Metropolitan and Nonmetropolitan Area Estimates listed by county or town, *https://www.bls.gov/oes/current/county_links.htm* (last visited May 1, 2021).

[106] Treasury performed this analysis with data from the U.S. Census Bureau's 2019 Annual Social and Economic Supplement. In determining which occupations to include in this analysis, Treasury excluded management and supervisory positions, as such positions may not necessarily involve regular in-person interactions or physical handling of items to the same extent as non-managerial positions.

[107] However, such compensation must be "in addition to" remuneration or wages already received. That is, employers may not reduce such workers' current pay and use Fiscal Recovery Funds to compensate themselves for premium pay previously provided to the worker.

months. Essential workers who have already earned premium pay for essential work performed during the COVID–19 public health emergency remain eligible for additional payments, and an essential worker may receive both retrospective premium pay for prior work as well as prospective premium pay for current or ongoing work.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided. *See* Section VIII of this **SUPPLEMENTARY INFORMATION**, discussing reporting requirements. In responding to the needs of essential workers, a grant to an employer may provide premium pay to eligible workers performing essential work, as these terms are defined in the interim final rule and discussed above. A grant provided to an employer may also be for essential work performed by eligible workers pursuant to a contract. For example, if a municipality contracts with a third party to perform sanitation work, the third-party contractor could be eligible to receive a grant to provide premium pay for these eligible workers.

Question 10: Are there additional sectors beyond those listed in the interim final rule that should be considered essential critical infrastructure sectors?

Question 11: What, if any, additional criteria should Treasury consider to ensure that premium pay responds to essential workers?

Question 12: What consideration, if any, should be given to the criteria on salary threshold, including measure and level, for requiring written justification?

C. Revenue Loss

Recipients may use payments from the Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID–19 public health emergency.[108] Pursuant to sections 602(c)(1)(C) and 603(c)(1)(C) of the Act, a recipient's reduction in revenue is measured relative to the revenue collected in the most recent full fiscal year prior to the emergency.

Many State, local, and Tribal governments are experiencing significant budget shortfalls, which can have a devastating impact on communities. State government tax revenue from major sources were down 4.3 percent in the six months ended September 2020, relative to the same period 2019.[109] At the local level, nearly 90 percent of cities have reported being less able to meet the fiscal needs of their communities and, on average, cities expect a double-digit decline in general fund revenues in their fiscal year 2021.[110] Similarly, surveys of Tribal governments and Tribal enterprises found majorities of respondents reporting substantial cost increases and revenue decreases, with Tribal governments reporting reductions in healthcare, housing, social services, and economic development activities as a result of reduced revenues.[111] These budget shortfalls are particularly problematic in the current environment, as State, local, and Tribal governments work to mitigate and contain the COVID–19 pandemic and help citizens weather the economic downturn.

Further, State, local, and Tribal government budgets affect the broader economic recovery. During the period following the 2007–2009 recession, State and local government budget pressures led to fiscal austerity that was a significant drag on the overall economic recovery.[112] Inflation-adjusted State and local government revenue did not return to the previous peak until 2013,[113] while State, local, and Tribal government employment did not recover to its prior peak for over a decade, until August 2019—just a few months before the COVID–19 public health emergency began.[114]

Sections 602(c)(1)(C) and 603(c)(1)(C) of the Act allow recipients facing budget shortfalls to use payments from the Fiscal Recovery Funds to avoid cuts to government services and, thus, enable State, local, and Tribal governments to continue to provide valuable services and ensure that fiscal austerity measures do not hamper the broader economic recovery. The interim final rule implements these provisions by establishing a definition of "general revenue" for purposes of calculating a loss in revenue and by providing a methodology for calculating revenue lost due to the COVID–19 public health emergency.

General Revenue. The interim final rule adopts a definition of "general revenue" based largely on the components reported under "General Revenue from Own Sources" in the Census Bureau's Annual Survey of State and Local Government Finances, and for purposes of this interim final rule, helps to ensure that the components of general revenue would be calculated in a consistent manner.[115] By relying on a methodology that is both familiar and comprehensive, this approach minimizes burden to recipients and provides consistency in the measurement of general revenue across a diverse set of recipients.

The interim final rule defines the term "general revenue" to include revenues collected by a recipient and generated from its underlying economy and would capture a range of different types of tax revenues, as well as other types of revenue that are available to support government services.[116] In calculating revenue, recipients should sum across all revenue streams covered as general revenue. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the overall impact of

[108] ARPA, *supra* note 16.

[109] Major sources include personal income tax, corporate income tax, sales tax, and property tax. *See* Lucy Dadayan., States Reported Revenue Growth in July–September Quarter, Reflecting Revenue Shifts from the Prior Quarter, State Tax and Econ. Rev. (Q. 3, 2020), *available at https://www.urban.org/sites/default/files/publication/103938/state-tax-and-economic-review-2020-q3_0.pdf.*

[110] National League of Cities, City Fiscal Conditions (2020), *available at https://www.nlc.org/wp-content/uploads/2020/08/City_Fiscal_Conditions_2020_FINAL.pdf.*

[111] Surveys conducted by the Center for Indian Country Development at the Federal Reserve Bank of Minneapolis in March, April, and September 2020. *See* Moreno & Sobrepena, *supra* note 73.

[112] *See, e.g.*, Fitzpatrick, Haughwout & Setren, Fiscal Drag from the State and Local Sector?, Liberty Street Economics Blog, Federal Reserve Bank of New York (June 27, 2012), *https://www.libertystreeteconomics.newyorkfed.org/2012/06/fiscal-drag-from-the-state-and-local-sector.html;* Jiri Jonas, Great Recession and Fiscal Squeeze at U.S. Subnational Government Level, IMF Working Paper 12/184, (July 2012), *available at https://www.imf.org/external/pubs/ft/wp/2012/wp12184.pdf;* Gordon, *supra* note 9.

[113] State and local government general revenue from own sources, adjusted for inflation using the GDP price index. U.S. Census Bureau, Annual Survey of State Government Finances and U.S. Bureau of Economic Analysis, National Income and Product Accounts.

[114] U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001], retrieved from FRED, Federal Reserve Bank of St. Louis, *https://fred.stlouisfed.org/series/CES9092000001* and *https://fred.stlouisfed.org/series/CES9093000001* (last visited Apr. 27, 2021).

[115] U.S. Census Bureau, Annual Survey of State and Local Government Finances, *https://www.census.gov/programs-surveys/gov-finances.html* (last visited Apr. 30, 2021).

[116] The interim final rule would define tax revenue in a manner consistent with the Census Bureau's definition of tax revenue, with certain changes (*i.e.*, inclusion of revenue from liquor stores and certain intergovernmental transfers). Current charges are defined as "charges imposed for providing current services or for the sale of products in connection with general government activities." It includes revenues such as public education institution, public hospital, and toll revenues. Miscellaneous general revenue comprises of all other general revenue of governments from their own sources (*i.e.*, other than liquor store, utility, and insurance trust revenue), including rents, royalties, lottery proceeds, and fines.

the COVID–19 public health emergency on a recipient's revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.[117]

Consistent with the Census Bureau's definition of "general revenue from own sources," the definition of general revenue in the interim final rule would exclude refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, and agency or private trust transactions. The definition of general revenue also would exclude revenue generated by utilities and insurance trusts. In this way, the definition of general revenue focuses on sources that are generated from economic activity and are available to fund government services, rather than a fund or administrative unit established to account for and control a particular activity.[118] For example, public utilities typically require financial support from the State, local, or Tribal government, rather than providing revenue to such government, and any revenue that is generated by public utilities typically is used to support the public utility's continued operation, rather than being used as a source of revenue to support government services generally.

The definition of general revenue would include all revenue from Tribal enterprises, as this revenue is generated from economic activity and is available to fund government services. Tribes are not able to generate revenue through taxes in the same manner as State and local governments and, as a result, Tribal enterprises are critical sources of revenue for Tribal governments that enable Tribal governments to provide a range of services, including elder care, health clinics, wastewater management, and forestry.

Finally, the term "general revenue" includes intergovernmental transfers between State and local governments, but excludes intergovernmental transfers from the Federal Government, including Federal transfers made via a State to a local government pursuant to the CRF or as part of the Fiscal Recovery Funds. States and local governments often share or collect revenue on behalf of one another, which results in intergovernmental transfers. When attributing revenue to a unit of government, the Census Bureau's methodology considers which unit of government imposes, collects, and retains the revenue and assigns the revenue to the unit of government that meets at least two of those three factors.[119] For purposes of measuring loss in general revenue due to the COVID–19 public health emergency and to better allow continued provision of government services, the retention and ability to use the revenue is a more critical factor. Accordingly, and to better measure the funds available for the provision of government services, the definition of general revenue would include intergovernmental transfers from States or local governments other than funds transferred pursuant to ARPA, CRF, or another Federal program. This formulation recognizes the importance of State transfers for local government revenue.[120]

Calculation of Loss. In general, recipients will compute the extent of the reduction in revenue by comparing actual revenue to a counterfactual trend representing what could have been expected to occur in the absence of the pandemic. This approach measures losses in revenue relative to the most recent fiscal year prior to the COVID–19 public health emergency by using the most recent pre-pandemic fiscal year as the starting point for estimates of revenue growth absent the pandemic. In other words, the counterfactual trend starts with the last full fiscal year prior to the COVID–19 public health emergency and then assumes growth at a constant rate in the subsequent years. Because recipients can estimate the revenue shortfall at multiple points in time throughout the covered period as revenue is collected, this approach accounts for variation across recipients in the timing of pandemic impacts.[121] Although revenue may decline for reasons unrelated to the COVID–19 public health emergency, to minimize the administrative burden on recipients and taking into consideration the devastating effects of the COVID–19 public health emergency, any diminution in actual revenues relative to the counterfactual pre-pandemic trend would be presumed to have been due to the COVID–19 public health emergency.

For purposes of measuring revenue growth in the counterfactual trend, recipients may use a *growth adjustment* of either 4.1 percent per year or the recipient's average annual revenue growth over the three full fiscal years prior to the COVID–19 public health emergency, whichever is higher. The option of 4.1 percent represents the average annual growth across all State and local government "General Revenue from Own Sources" in the most recent three years of available data.[122] This approach provides recipients with a standardized growth adjustment when calculating the counterfactual revenue trend and thus minimizes administrative burden, while not disadvantaging recipients with revenue growth that exceeded the national average prior to the COVID–19 public health emergency by permitting these recipients to use their own revenue growth rate over the preceding three years.

Recipients should calculate the extent of the reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. To calculate the extent of the reduction in revenue at each of these dates, recipients should follow a four-step process:

- *Step 1:* Identify revenues collected in the most recent full fiscal year prior to the public health emergency (*i.e.,* last full fiscal year before January 27, 2020), called the *base year revenue.*
- *Step 2:* Estimate *counterfactual revenue,* which is equal to *base year revenue* * [(1 + *growth adjustment*) ^ (*n*/12)], where *n* is the number of months elapsed since the end of the base year to the calculation date, and *growth adjustment* is the greater of 4.1 percent and the recipient's average annual revenue growth in the three full fiscal

[117] Fund-oriented reporting, such as what is used under the Governmental Accounting Standards Board (GASB), focuses on the types of uses and activities funded by the revenue, as opposed to the economic activity from which the revenue is sourced. *See* Governmental Accounting Standards Series, Statement No. 54 of the Governmental Accounting Standards Board: Fund Balance Reporting and Governmental Fund Type Definitions, No. 287–B (Feb. 2009).

[118] *Supra* note 116.

[119] U.S. Census Bureau, Government Finance and Employment Classification Manual (Dec. 2000), *https://www2.census.gov/govs/class/classfull.pdf.*

[120] For example, in 2018, state transfers to localities accounted for approximately 27 percent of local revenues. U.S. Census Bureau, Annual Survey of State and Local Government Finances, Table 1 (2018), *https://www.census.gov/data/datasets/2018/econ/local/public-use-datasets.html.*

[121] For example, following the 2007–09 recession, local government property tax collections did not begin to decline until 2011, suggesting that property tax collection declines can lag downturns. *See* U.S. Bureau of Economic Analysis, Personal current taxes: State and local: Property taxes [S210401A027NBEA], retrieved from Federal Reserve Economic Data, Federal Reserve Bank of St. Louis, *https://fred.stlouisfed.org/graph/?g=r3YI* (last visited Apr. 22, 2021). Estimating the reduction in revenue at points throughout the covered period will allow for this type of lagged effect to be taken into account during the covered period.

[122] Together with revenue from liquor stores from 2015 to 2018. This estimate does not include any intergovernmental transfers. A recipient using the three-year average to calculate their growth adjustment must be based on the definition of general revenue, including treatment of intergovernmental transfers. 2015–2018 represents the most recent available data. *See* U.S. Census Bureau, State & Local Government Finance Historical Datasets and Tables (2018), *https://www.census.gov/programs-surveys/gov-finances/data/datasets.html.*

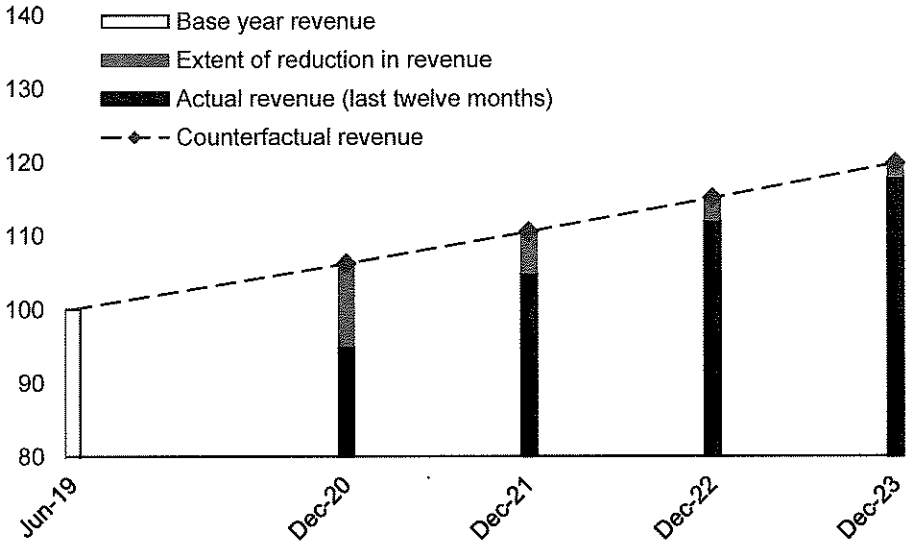
years prior to the COVID–19 public health emergency.

- *Step 3:* Identify *actual revenue,* which equals revenues collected over the past twelve months as of the calculation date.
- *Step 4:* The extent of the reduction in revenue is equal to *counterfactual revenue* less *actual revenue.* If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero for that calculation date.

For illustration, consider a hypothetical recipient with *base year revenue* equal to 100. In Step 2, the hypothetical recipient finds that 4.1 percent is greater than the recipient's average annual revenue growth in the three full fiscal years prior to the public health emergency. Furthermore, this recipient's base year ends June 30. In this illustration, *n* (months elapsed) and *counterfactual revenue* would be equal to:

As of:	12/31/2020	12/31/2021	12/31/2022	12/31/2023
n (months elapsed)	18	30	42	54
Counterfactual revenue:	106.2	110.6	115.1	119.8

The overall methodology for calculating the reduction in revenue is illustrated in the figure below:



Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

Sections 602(c)(1)(C) and 603(c)(1)(C) of the Act provide recipients with broad latitude to use the Fiscal Recovery Funds for the provision of government services. Government services can include, but are not limited to, maintenance or pay-go funded building [123] of infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services. However, expenses associated with obligations under instruments evidencing financial indebtedness for borrowed money would not be considered the provision of government services, as these financing expenses do not directly provide services or aid to citizens. Specifically, government services would not include interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or fees or issuance costs associated with the issuance of new debt. For the same reasons, government services would not include satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding, except if the judgment or settlement required the provision of government services. That is, satisfaction of a settlement or judgment itself is not a government service, unless the settlement required the provision of government services. In addition, replenishing financial reserves (*e.g.,* rainy day or other reserve funds) would not be considered provision of a government service, since such expenses do not directly relate to the provision of government services.

Question 13: Are there sources of revenue that either should or should not be included in the interim final rule's measure of "general revenue" for recipients? If so, discuss why these sources either should or should not be included.

Question 14: In the interim final rule, recipients are expected to calculate the reduction in revenue on an aggregate basis. Discuss the advantages and disadvantages of, and any potential concerns with, this approach, including circumstances in which it could be necessary or appropriate to calculate the reduction in revenue by source.

Question 15: Treasury is considering whether to take into account other factors, including actions taken by the recipient as well as the expiration of the COVID–19 public health emergency, in determining whether to presume that revenue losses are "due to" the COVID–

[123] Pay-go infrastructure funding refers to the practice of funding capital projects with cash-on-hand from taxes, fees, grants, and other sources, rather than with borrowed sums.

19 public health emergency. Discuss the advantages and disadvantages of this presumption, including when, if ever, during the covered period it would be appropriate to reevaluate the presumption that all losses are attributable to the COVID–19 public health emergency.

Question 16: Do recipients anticipate lagged revenue effects of the public health emergency? If so, when would these lagged effects be expected to occur, and what can Treasury to do support these recipients through its implementation of the program?

Question 17: In the interim final rule, paying interest or principal on government debt is not considered provision of a government service. Discuss the advantages and disadvantages of this approach, including circumstances in which paying interest or principal on government debt could be considered provision of a government service.

D. Investments in Infrastructure

To assist in meeting the critical need for investments and improvements to existing infrastructure in water, sewer, and broadband, the Fiscal Recovery Funds provide funds to State, local, and Tribal governments to make necessary investments in these sectors. The interim final rule outlines eligible uses within each category, allowing for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband service. Necessary investments are designed to provide an adequate minimum level of service and are unlikely to be made using private sources of funds. Necessary investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change, or establishes or improves broadband service to unserved or underserved populations to reach an adequate level to permit a household to work or attend school, and that are unlikely to be met with private sources of funds.[124]

It is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

To provide public transparency on whether projects are using practices that promote on-time and on-budget delivery, Treasury will seek information from recipients on their workforce plans and practices related to water, sewer, and broadband projects undertaken with Fiscal Recovery Funds. Treasury will provide additional guidance and instructions on the reporting requirements at a later date.

1. Water and Sewer Infrastructure

The ARPA provides funds to State, local, and Tribal governments to make necessary investments in water and sewer infrastructure.[125] By permitting funds to be used for water and sewer infrastructure needs, Congress recognized the critical role that clean drinking water and services for the collection and treatment of wastewater and stormwater play in protecting public health. Understanding that State, local, and Tribal governments have a broad range of water and sewer infrastructure needs, the interim final rule provides these governments with wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure. The interim final rule does this by aligning eligible uses of the Fiscal Recovery Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's (EPA) Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).[126]

Established by the 1987 amendments[127] to the Clean Water Act (CWA),[128] the CWSRF provides financial assistance for a wide range of water infrastructure projects to improve water quality and address water pollution in a way that enables each State to address and prioritize the needs of their populations. The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.[129] Each of the 51 State programs established under the CWSRF have the flexibility to direct funding to their particular environmental needs, and each State may also have its own statutes, rules, and regulations that guide project eligibility.[130]

The DWSRF was modeled on the CWSRF and created as part of the 1996 amendments to the Safe Drinking Water Act (SDWA),[131] with the principal objective of helping public water systems obtain financing for improvements necessary to protect public health and comply with drinking water regulations.[132] Like the CWSRF,

[124] Treasury notes that using funds to support or oppose collective bargaining would not be included as part of "necessary investments in water, sewer, or broadband infrastructure."

[125] Sections 602(c)(1)(D), 603(c)(1)(D) of the Act.

[126] Environmental Protection Agency, Drinking Water State Revolving fund, *https://www.epa.gov/dwsrf* (last visited Apr. 30, 2021); Environmental Protection Agency, Clean Water State Revolving Fund, *https://www.epa.gov/cwsrf* (last visited Apr. 30, 2021).

[127] Water Quality Act of 1987, Public Law 100–4.

[128] Federal Water Pollution Control Act as amended, codified at 33 U.S.C. 1251 *et seq.*, common name (Clean Water Act). In 2009, the American Recovery and Reinvestment Act created the Green Project Reserve, which increased the focus on green infrastructure, water and energy efficient, and environmentally innovative projects. Public Law 111–5. The CWA was amended by the Water Resources Reform and Development Act of 2014 to further expand the CWSRF's eligibilities. Public Law 113–121. *The CWSRF's eligibilities were further expanded in 2018 by the America's Water Infrastructure Act of 2018, Public Law 115–270.*

[129] *See* Environmental Protection Agency, The Drinking Water State Revolving Funds: Financing America's Drinking Water, EPA–816–R–00–023 (Nov. 2000), *https://nepis.epa.gov/Exe/ZyPDF.cgi/200024WB.PDF?Dockey=200024WB.PDF; See also* Environmental Protection Agency, *Learn About the Clean Water State Revolving Fund, https://www.epa.gov/cwsrf/learn-about-clean-water-state-revolving-fund-cwsrf (last visited Apr. 30, 2021).*

[130] 33 U.S.C. 1383(c). *See also Environmental Protection Agency, Overview of Clean Water State Revolving Fund Eligibilities (May 2016), https://www.epa.gov/sites/production/files/2016-07/documents/overview_of_cwsrf_eligibilities_may_2016.pdf; Claudia Copeland, Clean Water Act: A Summary of the Law, Congressional Research Service (Oct. 18, 2016), https://fas.org/sgp/crs/misc/RL30030.pdf; Jonathan L Ramseur, Wastewater Infrastructure: Overview, Funding, and Legislative Developments, Congressional Research Service (May 22, 2018), https://fas.org/sgp/crs/misc/R44963.pdf.*

[131] 42 U.S.C. 300j–12.

[132] Environmental Protection Agency, Drinking Water State Revolving Fund Eligibility Handbook, (June 2017), *https://www.epa.gov/sites/production/files/2017-06/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_version.pdf;* Environmental Protection Agency, Drinking Water

the DWSRF provides States with the flexibility to meet the needs of their populations.[133] The primary use of DWSRF funds is to assist communities in making water infrastructure capital improvements, including the installation and replacement of failing treatment and distribution systems.[134] In administering these programs, States must give priority to projects that ensure compliance with applicable health and environmental safety requirements; address the most serious risks to human health; and assist systems most in need on a per household basis according to State affordability criteria.[135]

By aligning use of Fiscal Recovery Funds with the categories or types of eligible projects under the existing EPA state revolving fund programs, the interim final rule provides recipients with the flexibility to respond to the needs of their communities while ensuring that investments in water and sewer infrastructure made using Fiscal Recovery Funds are necessary. As discussed above, the CWSRF and DWSRF were designed to provide funding for projects that protect public health and safety by ensuring compliance with wastewater and drinking water health standards.[136] The need to provide funding through the state revolving funds suggests that these projects are less likely to be addressed with private sources of funding; for example, by remediating failing or inadequate infrastructure, much of which is publicly owned, and by addressing non-point sources of pollution. This approach of aligning with the EPA state revolving fund programs also supports expedited project identification and investment so that needed relief for the people and communities most affected by the pandemic can deployed expeditiously and have a positive impact on their health and wellbeing as soon as possible. Further, the interim final rule is intended to preserve flexibility for award recipients to direct funding to their own particular needs and priorities and would not preclude recipients from applying their own additional project eligibility criteria.

In addition, responding to the immediate needs of the COVID–19 public health emergency may have diverted both personnel and financial resources from other State, local, and Tribal priorities, including projects to ensure compliance with applicable water health and quality standards and provide safe drinking and usable water.[137] Through sections 602(c)(1)(D) and 603(c)(1)(D), the ARPA provides resources to address these needs. Moreover, using Fiscal Recovery Funds in accordance with the priorities of the CWA and SWDA to "assist systems most in need on a per household basis according to state affordability criteria" would also have the benefit of providing vulnerable populations with safe drinking water that is critical to their health and, thus, their ability to work and learn.[138]

Recipients may use Fiscal Recovery Funds to invest in a broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems, including replacement of lead service lines. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury encourages recipients to consider projects to replace lead service lines.

Fiscal Recovery Funds may also be used to support the consolidation or establishment of drinking water systems. With respect to wastewater infrastructure, recipients may use Fiscal Recovery Funds to construct publicly owned treatment infrastructure, manage and treat stormwater or subsurface drainage water, facilitate water reuse, and secure publicly owned treatment works, among other uses. Finally, consistent with the CWSRF and DWSRF, Fiscal Recovery Funds may be used for cybersecurity needs to protect water or sewer infrastructure, such as developing effective cybersecurity practices and measures at drinking water systems and publicly owned treatment works.

Many of the types of projects eligible under either the CWSRF or DWSRF also support efforts to address climate change. For example, by taking steps to manage potential sources of pollution and preventing these sources from reaching sources of drinking water, projects eligible under the DWSRF and the ARPA may reduce energy required to treat drinking water. Similarly, projects eligible under the CWSRF include measures to conserve and reuse water or reduce the energy consumption of public water treatment facilities. Treasury encourages recipients to consider green infrastructure investments and projects to improve resilience to the effects of climate change. For example, more frequent and extreme precipitation events combined with construction and development trends have led to increased instances of stormwater runoff, water pollution, and flooding. Green infrastructure projects that support stormwater system resiliency could include rain gardens that provide water storage and filtration benefits, and green streets, where vegetation, soil, and engineered systems are combined to direct and filter rainwater from impervious surfaces. In cases of a natural disaster, recipients may also use Fiscal Recovery Funds to provide relief, such as interconnecting water systems or rehabilitating existing wells during an extended drought.

Question 18: What are the advantages and disadvantages of aligning eligible uses with the eligible project type requirements of the DWSRF and CWSRF? What other water or sewer project categories, if any, should Treasury consider in addition to DWSRF and CWSRF eligible projects? Should Treasury consider a broader general category of water and sewer projects?

Question 19: What additional water and sewer infrastructure categories, if any, should Treasury consider to address and respond to the needs of unserved, undeserved, or rural communities? How do these projects differ from DWSFR and CWSRF eligible projects?

Question 20: What new categories of water and sewer infrastructure, if any, should Treasury consider to support State, local, and Tribal governments in mitigating the negative impacts of climate change? Discuss emerging technologies and processes that support resiliency of water and sewer infrastructure. Discuss any challenges faced by States and local governments when pursuing or implementing climate resilient infrastructure projects.

Question 21: Infrastructure projects related to dams and reservoirs are generally not eligible under the CWSRF and DWSRF categories. Should Treasury consider expanding eligible

Infrastructure Needs Survey and Assessment: Sixth Report to Congress (March 2018), *https://www.epa.gov/sites/production/files/2018-10/documents/corrected_sixth_drinking_water_infrastructure_needs_survey_and_assessment.pdf.*

[133] *Id.*

[134] *Id.*

[135] 42 U.S.C. 300j–12(b)(3)(A).

[136] Environmental Protection Agency, Learn About the Clean Water State Revolving Fund, *https://www.epa.gov/cwsrf/learn-about-clean-water-state-revolving-fund-cwsrf* (last visited Apr. 30, 2021); 42 U.S.C. 300j–12.

[137] House Committee on the Budget, State and Local Governments are in Dire Need of Federal Relief (Aug. 19, 2020), *https://budget.house.gov/publications/report/state-and-local-governments-are-dire-need-federal-relief.*

[138] Environmental Protection Agency, Drinking Water State Revolving Fund (Nov. 2019), *https://www.epa.gov/sites/production/files/2019-11/documents/fact_sheet_-_dwsrf_overview_final_0.pdf;* Environmental Protection Agency, National Benefits Analysis for Drinking Water Regulations, *https://www.epa.gov/sdwa/national-benefits-analysis-drinking-water-regulations* (last visited Apr. 30, 2020).

infrastructure under the interim final rule to include dam and reservoir projects? Discuss public health, environmental, climate, or equity benefits and costs in expanding the eligibility to include these types of projects.

2. Broadband Infrastructure

The COVID–19 public health emergency has underscored the importance of universally available, high-speed, reliable, and affordable broadband coverage as millions of Americans rely on the internet to participate in, among critical activities, remote school, healthcare, and work. Recognizing the need for such connectivity, the ARPA provides funds to State, territorial, local, and Tribal governments to make necessary investments in broadband infrastructure.

The National Telecommunications and Information Administration (NTIA) highlighted the growing necessity of broadband in daily lives through its analysis of NTIA Internet Use Survey data, noting that Americans turn to broadband internet access service for every facet of daily life including work, study, and healthcare.[139] With increased use of technology for daily activities and the movement by many businesses and schools to operating remotely during the pandemic, broadband has become even more critical for people across the country to carry out their daily lives.

By at least one measure, however, tens of millions of Americans live in areas where there is no broadband infrastructure that provides download speeds greater than 25 Mbps and upload speeds of 3 Mbps.[140] By contrast, as noted below, many households use upload and download speeds of 100 Mbps to meet their daily needs. Even in areas where broadband infrastructure exists, broadband access may be out of reach for millions of Americans because it is unaffordable, as the United States has some of the highest broadband prices in the Organisation for Economic Co-operation and Development (OECD).[141] There are disparities in availability as well; historically, Americans living in territories and Tribal lands as well as rural areas have disproportionately lacked sufficient broadband infrastructure.[142] Moreover, rapidly growing demand has, and will likely continue to, quickly outpace infrastructure capacity, a phenomenon acknowledged by various states around the country that have set scalability requirements to account for this anticipated growth in demand.[143]

The interim final rule provides that eligible investments in broadband are those that are designed to provide services meeting adequate speeds and are provided to unserved and underserved households and businesses. Understanding that States, territories, localities, and Tribal governments have a wide range of varied broadband infrastructure needs, the interim final rule provides award recipients with flexibility to identify the specific locations within their communities to be served and to otherwise design the project.

Under the interim final rule, eligible projects are expected to be designed to deliver, upon project completion, service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps. There may be instances in which it would not be practicable for a project to deliver such service speeds because of the geography, topography, or excessive costs associated with such a project. In these instances, the affected project would be expected to be designed to deliver, upon project completion, service that reliably meets or exceeds 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.[144] In setting these standards, Treasury identified speeds necessary to ensure that broadband infrastructure is sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth. Treasury also recognizes that different communities and their members may have a broad range of internet needs and that those needs may change over time.

In considering the appropriate speed requirements for eligible projects, Treasury considered estimates of typical households demands during the pandemic. Using the Federal Communication Commission's (FCC) Broadband Speed Guide, for example, a household with two telecommuters and two to three remote learners today are estimated to need 100 Mbps download to work simultaneously.[145] In households with more members, the demands may be greater, and in households with fewer members, the demands may be less.

In considering the appropriate speed requirements for eligible projects, Treasury also considered data usage patterns and how bandwidth needs have changed over time for U.S. households and businesses as people's use of technology in their daily lives has evolved. In the few years preceding the pandemic, market research data showed that average upload speeds in the United States surpassed over 10 Mbps in 2017 [146] and continued to increase significantly, with the average upload speed as of November, 2019 increasing to 48.41 Mbps,[147] attributable, in part to a shift to using broadband and the internet by individuals and businesses

[139] *See, e.g., https://www.ntia.gov/blog/2020/more-half-american-households-used-internet-health-related-activities-2019-ntia-data-show; https://www.ntia.gov/blog/2020/nearly-third-american-employees-worked-remotely-2019-ntia-data-show;* and generally, *https://www.ntia.gov/data/digital-nation-data-explorer.*

[140] As an example, data from the Federal Communications Commission shows that as of June 2020, 9.07 percent of the U.S. population had no available cable or fiber broadband providers providing greater than 25 Mbps download speeds and 3 Mbps upload speeds. Availability was significantly less for rural versus urban populations, with 35.57 percent of the rural population lacking such access, compared with 2.57 percent of the urban population. Availability was also significantly less for tribal versus non-tribal populations, with 35.93 percent of the tribal population lacking such access, compared with 8.74 of the non-tribal population. Federal Communications Commission, Fixed Broadband Deployment, *https://broadbandmap.fcc.gov/#/* (last visited May 9, 2021).

[141] How Do U.S. Internet Costs Compare To The Rest Of The World?, BroadbandSearch Blog Post, *available at https://www.broadbandsearch.net/blog/internet-costs-compared-worldwide.*

[142] *See, e.g.,* Federal Communications Commission, Fourteenth Broadband Deployment Report, *available at https://docs.fcc.gov/public/attachments/FCC-21-18A1.pdf.*

[143] *See, e.g.,* Illinois Department of Commerce & Economic Opportunity, Broadband Grants, h (last visited May 9, 2021), *https://www2.illinois.gov/dceo/ConnectIllinois/Pages/BroadbandGrants.aspx;* Kansas Office of Broadband Development, Broadband Acceleration Grant, *https://www.kansascommerce.gov/wp-content/uploads/2020/11/Broadband-Acceleration-Grant.pdf* (last visited May 9, 2021); New York State Association of Counties, Universal Broadband: Deploying High Speed Internet Access in NYS (Jul. 2017), *https://www.nysac.org/files/BroadbandUpdateReport2017(1).pdf.*

[144] This scalability threshold is consistent with scalability requirements used in other jurisdictions. *Id.*

[145] Federal Communications Commission, Broadband Speed Guide, *https://www.fcc.gov/consumers/guides/broadband-speed-guide* (last visited Apr. 30, 2021).

[146] Letter from Lisa R. Youngers, President and CEO of Fiber Broadband Association to FCC, WC Docket No. 19–126 (filed Jan. 3, 2020), including an Appendix with research from RVA LLC, *Data Review Of The Importance of Upload Speeds* (Jan. 2020), and Ookla speed test data, *available at https://ecfsapi.fcc.gov/file/101030085118517/FCC%20RDOF%20Jan%203%20Ex%20Parte.pdf.*Additional information on historic growth in data usage is provided in Schools, Health & Libraries Broadband Coalition, *Common Sense Solutions for Closing the Digital Divide,* Apr. 29, 2021.

[147] *Id. See also* United States's Mobile and Broadband internet Speeds—Speedtest Global Index, *available at https://www.speedtest.net/global-index/united-states#fixed.*

to create and share content using video sharing, video conferencing, and other applications.[148]

The increasing use of data accelerated markedly during the pandemic as households across the country became increasingly reliant on tools and applications that require greater internet capacity, both to download data but also to upload data. Sending information became as important as receiving it. A video consultation with a healthcare provider or participation by a child in a live classroom with a teacher and fellow students requires video to be sent and received simultaneously.[149] As an example, some video conferencing technology platforms indicate that download and upload speeds should be roughly equal to support two-way, interactive video meetings.[150] For both work and school, client materials or completed school assignments, which may be in the form of PDF files, videos, or graphic files, also need to be shared with others. This is often done by uploading materials to a collaboration site, and the upload speed available to a user can have a significant impact on the time it takes for the content to be shared with others. [151] These activities require significant capacity from home internet connections to both download and upload data, especially when there are multiple individuals in one household engaging in these activities simultaneously.

This need for increased broadband capacity during the pandemic was reflected in increased usage patterns seen over the last year. As OpenVault noted in recent advisories, the pandemic significantly increased the amount of data users consume. Among data users observed by OpenVault, per-subscriber average data usage for the fourth quarter of 2020 was 482.6 gigabytes per month, representing a 40 percent increase over the 344 gigabytes consumed in the fourth quarter of 2019 and a 26 percent increase over the third quarter 2020 average of 383.8 gigabytes.[152] OpenVault also noted significant increases in upstream usage among the data users it observed, with upstream data usage growing 63 percent—from 19 gigabytes to 31 gigabytes—between December, 2019 and December, 2020.[153] According to an OECD Broadband statistic from June 2020, the largest percentage of U.S. broadband subscribers have services providing speeds between 100 Mbps and 1 Gbps.[154]

Jurisdictions and Federal programs are increasingly responding to the growing demands of their communities for both heightened download and upload speeds. For example, Illinois now requires 100 Mbps symmetrical service as the construction standard for its state broadband grant programs. This standard is also consistent with speed levels, particularly download speed levels, prioritized by other Federal programs supporting broadband projects. Bids submitted as part of the FCC in its Rural Digital Opportunity Fund (RDOF), established to support the construction of broadband networks in rural communities across the country, are given priority if they offer faster service, with the service offerings of 100 Mbps download and 20 Mbps upload being included in the "above baseline" performance tier set by the FCC.[155] The Broadband Infrastructure Program (BBIP) [156] of the Department of Commerce, which provides Federal funding to deploy broadband infrastructure to eligible service areas of the country also prioritizes projects designed to provide broadband service with a download speed of not less than 100 Mbps and an upload speed of not less than 20 Mbps.[157]

The 100 Mbps upload and download speeds will support the increased and growing needs of households and businesses. Recognizing that, in some instances, 100 Mbps upload speed may be impracticable due to geographical, topographical, or financial constraints, the interim final rule permits upload speeds of between at least 20 Mbps and 100 Mbps in such instances. To provide for investments that will accommodate technologies requiring symmetry in download and upload speeds, as noted above, eligible projects that are not designed to deliver, upon project completion, service that reliably meets or exceeds symmetrical speeds of 100 Mbps because it would be impracticable to do so should be designed so that they can be scalable to such speeds. Recipients are also encouraged to prioritize investments in fiber optic infrastructure where feasible, as such advanced technology enables the next generation of application solutions for all communities.

Under the interim final rule, eligible projects are expected to focus on locations that are unserved or underserved. The interim final rule treats users as being unserved or underserved if they lack access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload as households and businesses lacking this level of access are generally not viewed as being able to originate and receive high-quality voice, data, graphics, and video telecommunications. This threshold is consistent with the FCC's benchmark for an "advanced telecommunications capability." [158] This threshold is also consistent with thresholds used in other Federal programs to identify eligible areas to be served by programs to improve broadband services. For example, in the FCC's RDOF program, eligible areas include those without current (or already funded) access to terrestrial broadband service providing 25 Mbps download and 3 Mbps upload speeds.[159] The Department of Commerce's BBIP also considers households to be "unserved" generally if they lack access to broadband service

[148] *Id.*

[149] One high definition Zoom meeting or class requires approximately 3.8 Mbps/3.0 Mbps (up/down).

[150] *See, e.g.,* Zoom, System Requirements for Windows, macOS, and Linux, *https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux#h_d278c327-e03d-4896-b19a-96a8f3c0c69c* (last visited May 8, 2021).

[151] By one estimate, to upload a one gigabit video file to YouTube would take 15 minutes at an upload speed of 10 Mbps compared with 1 minute, 30 seconds at an upload speed of 100 Mbps, and 30 seconds at an upload speed of 300 Mbps. *Reviews.org:* What is Symmetrical internet? (March 2020).

[152] OVBI: Covid-19 Drove 15 percent Increase in Broadband Traffic in 2020, OpenVault, Quarterly Advisory, (Feb. 10, 2021), *available at https://openvault.com/ovbi-covid-19-drove-51-increase-in-broadband-traffic-in-2020; See* OpenVault's data set incorporates information on usage by subscribers across multiple continents, including North America and Europe. Additional data and detail on increases in the amount of data users consume and the broadband speeds they are using is provided in *OpenVault Broadband Insights Report Q4,* Quarterly Advisory (Feb. 10, 2021), *available at https://openvault.com/complimentary-report-4q20/.*

[153] OVBI Special Report: 202 Upstream Growth Nearly 4X of Pre-Pandemic Years, OpenVault, Quarterly Advisory, (April 1, 20201), *available at https://openvault.com/ovbi-special-report-2020-upstream-growth-rate-nearly-4x-of-pre-pandemic-years/;* Additional data is provided in *OpenVault Broadband Insights Pandemic Impact on Upstream Broadband Usage and Network Capacity, available at https://openvault.com/upstream-whitepaper/.*

[154] Organisation for Economic Co-operation and Development, Fixed broadband subscriptions per 100 inhabitants, per speed tiers (June 2020), *https://www.oecd.org/sti/broadband/5.1-FixedBB-SpeedTiers-2020-06.xls www.oecd.org/sti/broadband/broadband-statistics.*

[155] *Rural Digital Opportunity Fund,* Report and Order, 35 FCC Rcd 686, 690, para. 9 (2020), *available at https://www.fcc.gov/document/fcc-launches-20-billion-rural-digital-opportunity-fund-0.*

[156] The BIPP was authorized by the Consolidated Appropriations Act, 2021, Section 905, Public Law 116–260, 134 Stat. 1182 (Dec. 27, 2020).

[157] Section 905(d)(4) of the Consolidated Appropriations Act, 2021.

[158] *Deployment Report, supra* note 142.

[159] *Rural Digital Opportunity Fund, supra* note 156.

with a download speed of not less than 25 Mbps download and 3 Mbps upload, among other conditions. In selecting an area to be served by a project, recipients are encouraged to avoid investing in locations that have existing agreements to build reliable wireline service with minimum speeds of 100 Mbps download and 20 Mbps upload by December 31, 2024, in order to avoid duplication of efforts and resources.

Recipients are also encouraged to consider ways to integrate affordability options into their program design. To meet the immediate needs of unserved and underserved households and businesses, recipients are encouraged to focus on projects that deliver a physical broadband connection by prioritizing projects that achieve last mile-connections. Treasury also encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, non-profits, and co-operatives—providers with less pressure to turn profits and with a commitment to serving entire communities.

Under sections 602(c)(1)(A) and 603(c)(1)(A), assistance to households facing negative economic impacts due to COVID–19 is also an eligible use, including internet access or digital literacy assistance. As discussed above, in considering whether a potential use is eligible under this category, a recipient must consider whether, and the extent to which, the household has experienced a negative economic impact from the pandemic.

Question 22: What are the advantages and disadvantages of setting minimum symmetrical download and upload speeds of 100 Mbps? What other minimum standards would be appropriate and why?

Question 23: Would setting such a minimum be impractical for particular types of projects? If so, where and on what basis should those projects be identified? How could such a standard be set while also taking into account the practicality of using this standard in particular types of projects? In addition to topography, geography, and financial factors, what other constraints, if any, are relevant to considering whether an investment is impracticable?

Question 24: What are the advantages and disadvantages of setting a minimum level of service at 100 Mbps download and 20 Mbps upload in projects where it is impracticable to set minimum symmetrical download and upload speeds of 100 Mbps? What are the advantages and disadvantages of setting a scalability requirement in these cases? What other minimum standards would be appropriate and why?

Question 25: What are the advantages and disadvantages of focusing these investments on those without access to a wireline connection that reliably delivers 25 Mbps download by 3 Mbps upload? Would another threshold be appropriate and why?

Question 26: What are the advantages and disadvantages of setting any particular threshold for identifying unserved or underserved areas, minimum speed standards or scalability minimum? Are there other standards that should be set (e.g., latency)? If so, why and how? How can such threshold, standards, or minimum be set in a way that balances the public's interest in making sure that reliable broadband services meeting the daily needs of all Americans are available throughout the country with the providing recipients flexibility to meet the varied needs of their communities?

III. Restrictions on Use

As discussed above, recipients have considerable flexibility to use Fiscal Recovery Funds to address the diverse needs of their communities. To ensure that payments from the Fiscal Recovery Funds are used for these congressionally permitted purposes, the ARPA includes two provisions that further define the boundaries of the statute's eligible uses. Section 602(c)(2)(A) of the Act provides that States and territories may not "use the funds . . . to either directly or indirectly offset a reduction in . . . net tax revenue . . . resulting from a change in law, regulation, or administrative interpretation during the covered period that reduces any tax . . . or delays the imposition of any tax or tax increase." In addition, sections 602(c)(2)(B) and 603(c)(2) prohibit any recipient, including cities, nonentitlement units of government, and counties, from using Fiscal Recovery Funds for deposit into any pension fund. These restrictions support the use of funds for the congressionally permitted purposes described in Section II of this Supplementary Information by providing a backstop against the use of funds for purposes outside of the eligible use categories.

These provisions give force to Congress's clear intent that Fiscal Recovery Funds be spent within the four eligible uses identified in the statute—(1) to respond to the public health emergency and its negative economic impacts, (2) to provide premium pay to essential workers, (3) to provide government services to the extent of eligible governments' revenue losses, and (4) to make necessary water, sewer, and broadband infrastructure investments—and not otherwise. These four eligible uses reflect Congress's judgment that the Fiscal Recovery Funds should be expended in particular ways that support recovery from the COVID–19 public health emergency. The further restrictions reflect Congress's judgment that tax cuts and pension deposits do not fall within these eligible uses. The interim final rule describes how Treasury will identify when such uses have occurred and how it will recoup funds put toward these impermissible uses and, as discussed in Section VIII of this **SUPPLEMENTARY INFORMATION**, establishes a reporting framework for monitoring the use of Fiscal Recovery Funds for eligible uses.

A. Deposit Into Pension Funds

The statute provides that recipients may not use Fiscal Recovery Funds for "deposit into any pension fund." For the reasons discussed below, Treasury interprets "deposit" in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both:

1. The payment reduces a liability incurred prior to the start of the COVID–19 public health emergency, and
2. the payment occurs outside the recipient's regular timing for making such payments.

Under this interpretation, a "deposit" is distinct from a "payroll contribution," which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a pre-determined percentage of employees' wages and salaries.

As discussed above, eligible uses for premium pay and responding to the negative economic impacts of the COVID–19 public health emergency include hiring and compensating public sector employees. Interpreting the scope of "deposit" to exclude contributions that are part of payroll contributions is more consistent with these eligible uses and would reduce administrative burden for recipients. Accordingly, if an employee's wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee's covered benefits as an eligible use of Fiscal Recovery Funds. For purposes of the Fiscal Recovery Funds, covered benefits include costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans

(Federal and State), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

Treasury anticipates that this approach to employees' covered benefits will be comprehensive and, for employees whose wage and salary costs are eligible expenses, will allow all covered benefits listed in the previous paragraph to be eligible under the Fiscal Recovery Funds. Treasury expects that this will minimize the administrative burden on recipients by treating all the specified covered benefit types as eligible expenses, for employees whose wage and salary costs are eligible expenses.

Question 27: Beyond a "deposit" and a "payroll contribution," are there other types of payments into a pension fund that Treasury should consider?

B. Offset a Reduction in Net Tax Revenue

For States and territories (recipient governments [160]), section 602(c)(2)(A)—the offset provision—prohibits the use of Fiscal Recovery Funds to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation [161] during the covered period. If a State or territory uses Fiscal Recovery Funds to offset a reduction in net tax revenue, the ARPA provides that the State or territory must repay to the Treasury an amount equal to the lesser of (i) the amount of the applicable reduction attributable to the impermissible offset and (ii) the amount received by the State or territory under the ARPA. *See* Section IV of this **SUPPLEMENTARY INFORMATION.** As discussed below Section IV of this **SUPPLEMENTARY INFORMATION**, a State or territory that chooses to use Fiscal Recovery Funds to offset a reduction in net tax revenue does not forfeit its entire allocation of Fiscal Recovery Funds (unless it misused the full allocation to offset a reduction in net tax revenue) or any non-ARPA funding received.

The interim final rule implements these conditions by establishing a framework for States and territories to determine the cost of changes in law, regulation, or interpretation that reduce tax revenue and to identify and value the sources of funds that will offset—*i.e.*, cover the cost of—any reduction in net tax revenue resulting from such changes. A recipient government would only be considered to have used Fiscal Recovery Funds to offset a reduction in net tax revenue resulting from changes in law, regulation, or interpretation if, and to the extent that, the recipient government could not identify sufficient funds from sources other than the Fiscal Recovery Funds to offset the reduction in net tax revenue. If sufficient funds from other sources cannot be identified to cover the full cost of the reduction in net tax revenue resulting from changes in law, regulation, or interpretation, the remaining amount not covered by these sources will be considered to have been offset by Fiscal Recovery Funds, in contravention of the offset provision. The interim final rule recognizes three sources of funds that may offset a reduction in net tax revenue other than Fiscal Recovery Funds—organic growth, increases in revenue (*e.g.*, an increase in a tax rate), and certain cuts in spending.

In order to reduce burden, the interim final rule's approach also incorporates the types of information and modeling already used by States and territories in their own fiscal and budgeting processes. By incorporating existing budgeting processes and capabilities, States and territories will be able to assess and evaluate the relationship of tax and budget decisions to uses of the Fiscal Recovery Funds based on information they likely have or can obtain. This approach ensures that recipient governments have the information they need to understand the implications of their decisions regarding the use of the Fiscal Recovery Funds—and, in particular, whether they are using the funds to directly or indirectly offset a reduction in net tax revenue, making them potentially subject to recoupment.

Reporting on both the eligible uses and on a State's or territory's covered tax changes that would reduce tax revenue will enable identification of, and recoupment for, use of Fiscal Recovery Funds to directly offset reductions in tax revenue resulting from tax relief. Moreover, this approach recognizes that, because money is fungible, even if Fiscal Recovery Funds are not explicitly or directly used to cover the costs of changes that reduce net tax revenue, those funds may be used in a manner inconsistent with the statute by indirectly being used to substitute for the State's or territory's funds that would otherwise have been needed to cover the costs of the reduction. By focusing on the cost of changes that reduce net tax revenue—and how a recipient government is offsetting those reductions in constructing its budget over the covered period—the framework prevents efforts to use Fiscal Recovery Funds to indirectly offset reductions in net tax revenue for which the recipient government has not identified other offsetting sources of funding.

As discussed in greater detail below in this preamble, the framework set forth in the interim final rule establishes a step-by-step process for determining whether, and the extent to which, Fiscal Recovery Funds have been used to offset a reduction in net tax revenue. Based on information reported annually by the recipient government:

- First, each year, each recipient government will identify and value the changes in law, regulation, or interpretation that would result in a reduction in net tax revenue, as it would in the ordinary course of its budgeting process. The sum of these values in the year for which the government is reporting is the amount it needs to "pay for" with sources other than Fiscal Recovery Funds (total value of revenue reducing changes).
- Second, the interim final rule recognizes that it may be difficult to predict how a change would affect net tax revenue in future years and, accordingly, provides that if the total value of the changes in the year for which the recipient government is reporting is below a de minimis level, as discussed below, the recipient government need not identify any sources of funding to pay for revenue reducing changes and will not be subject to recoupment.
- Third, a recipient government will consider the amount of actual tax revenue recorded in the year for which they are reporting. If the recipient government's actual tax revenue is greater than the amount of tax revenue received by the recipient for the fiscal year ending 2019, adjusted annually for inflation, the recipient government will not be considered to have violated the offset provision because there will not have been a reduction in net tax revenue.
- Fourth, if the recipient government's actual tax revenue is less than the amount of tax revenue received by the recipient government for the fiscal year ending 2019, adjusted annually for inflation, in the reporting year the recipient government will identify any sources of funds that have been used to permissibly offset the total value of covered tax changes other than Fiscal Recovery Funds. These are:

○ State or territory tax changes that would increase any source of general

[160] In this sub-section, "recipient governments" refers only to States and territories. In other sections, "recipient governments" refers more broadly to eligible governments receiving funding from the Fiscal Recovery Funds.

[161] For brevity, referred to as "changes in law, regulation, or interpretation" for the remainder of this preamble.

fund revenue, such as a change that would increase a tax rate; and

○ Spending cuts in areas not being replaced by Fiscal Recovery Funds.

The recipient government will calculate the value of revenue reduction remaining after applying these sources of offsetting funding to the total value of revenue reducing changes—that, is, how much of the tax change has not been paid for. The recipient government will then compare that value to the difference between the baseline and actual tax revenue. A recipient government will not be required to repay to the Treasury an amount that is greater than the recipient government's actual tax revenue shortfall relative to the baseline (*i.e.*, fiscal year 2019 tax revenue adjusted for inflation). This "revenue reduction cap," together with Step 3, ensures that recipient governments can use organic revenue growth to offset the cost of revenue reductions.

• Finally, if there are any amounts that could be subject to recoupment, Treasury will provide notice to the recipient government of such amounts. This process is discussed in greater detail in Section IV of this **SUPPLEMENTARY INFORMATION.**

Together, these steps allow Treasury to identify the amount of reduction in net tax revenue that both is attributable to covered changes and has been directly or indirectly offset with Fiscal Recovery Funds. This process ensures Fiscal Recovery Funds are used in a manner consistent with the statute's defined eligible uses and the offset provision's limitation on these eligible uses, while avoiding undue interference with State and territory decisions regarding tax and spending policies.

The interim final rule also implements a process for recouping Fiscal Recovery Funds that were used to offset reductions in net tax revenue, including the calculation of any amounts that may be subject to recoupment, a process for a recipient government to respond to a notice of recoupment, and clarification regarding amounts excluded from recoupment. *See* Section IV of this **SUPPLEMENTARY INFORMATION.**

The interim final rule includes several definitions that are applicable to the implementation of the offset provision.

Covered change. The offset provision is triggered by a reduction in net tax revenue resulting from "a change in law, regulation, or administrative interpretation." A covered change includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute or rule where the phase-in or taking effect was not prescribed prior to the start of the covered period. Changed administrative interpretations would not include corrections to replace prior inaccurate interpretations; such corrections would instead be treated as changes implementing legislation enacted or regulations issued prior to the covered period; the operative change in those circumstances is the underlying legislation or regulation that occurred prior to the covered period. Moreover, only the changes within the control of the State or territory are considered covered changes. Covered changes do not include a change in rate that is triggered automatically and based on statutory or regulatory criteria in effect prior to the covered period. For example, a state law that sets its earned income tax credit (EITC) at a fixed percentage of the Federal EITC will see its EITC payments automatically increase—and thus its tax revenue reduced—because of the Federal Government's expansion of the EITC in the ARPA.[162] This would not be considered a covered change. In addition, the offset provision applies only to actions for which the change in policy occurs during the covered period; it excludes regulations or other actions that implement a change or law substantively enacted prior to March 3, 2021. Finally, Treasury has determined and previously announced that income tax changes—even those made during the covered period—that simply conform with recent changes in Federal law (including those to conform to recent changes in Federal taxation of unemployment insurance benefits and taxation of loan forgiveness under the Paycheck Protection Program) are permissible under the offset provision.

Baseline. For purposes of measuring a reduction in net tax revenue, the interim final rule measures actual changes in tax revenue relative to a revenue baseline (baseline). The baseline will be calculated as fiscal year 2019 (FY 2019) tax revenue indexed for inflation in each year of the covered period, with inflation calculated using the Bureau of Economic Analysis's Implicit Price Deflator.[163]

FY 2019 was chosen as the starting year for the baseline because it is the last full fiscal year prior to the COVID–19 public health emergency.[164] This baseline year is consistent with the approach directed by the ARPA in sections 602(c)(1)(C) and 603(c)(1)(C), which identify the "most recent full fiscal year of the [State, territory, or Tribal government] prior to the emergency" as the comparator for measuring revenue loss. U.S. gross domestic product is projected to rebound to pre-pandemic levels in 2021,[165] suggesting that an FY 2019 pre-pandemic baseline is a reasonable comparator for future revenue levels. The FY 2019 baseline revenue will be adjusted annually for inflation to allow for direct comparison of actual tax revenue in each year (reported in nominal terms) to baseline revenue in common units of measurement; without inflation adjustment, each dollar of reported actual tax revenue would be worth less than each dollar of baseline revenue expressed in 2019 terms.

Reporting year. The interim final rule defines "reporting year" as a single year within the covered period, aligned to the current fiscal year of the recipient government during the covered period, for which a recipient government reports the value of covered changes and any sources of offsetting revenue increases ("in-year" value), regardless of when those changes were enacted. For the fiscal years ending in 2021 or 2025 (partial years), the term "reporting year" refers to the portion of the year falling within the covered period. For example, the reporting year for a fiscal year beginning July 2020 and ending June 2021 would be from March 3, 2021 to July 2021.

Tax revenue. The interim final rule's definition of "tax revenue" is based on the Census Bureau's definition of taxes, used for its Annual Survey of State Government Finances.[166] It provides a consistent, well-established definition with which States and territories will be familiar and is consistent with the approach taken in Section II.C of this **SUPPLEMENTARY INFORMATION** describing the implementation of sections 602(c)(1)(C) and 603(c)(1)(C) of the Act, regarding revenue loss. Consistent with the approach described in Section II.C of this **SUPPLEMENTARY INFORMATION**, tax

[162] *See, e.g.*, Tax Policy Center, How do state earned income tax credits work?, *https://www.taxpolicycenter.org/briefing-book/how-do-state-earned-income-tax-credits-work/* (last visited May 9, 2021).

[163] U.S. Department of Commerce, Bureau of Economic Analysis, GDP Price Deflator, *https://www.bea.gov/data/prices-inflation/gdp-price-deflator* (last visited May 9, 2021).

[164] Using Fiscal Year 2019 is consistent with section 602 as Congress provided for using that baseline for determining the impact of revenue loss affecting the provision of government services. *See* section 602(c)(1)(C).

[165] Congressional Budget Office, An Overview of the Economic Outlook: 2021 to 2031 (February 1, 2021), *available at https://www.cbo.gov/publication/56965.*

[166] U.S. Census Bureau, Annual Survey of State and Local Government Finances Glossary, *https://www.census.gov/programs-surveys/state/about/glossary.html* (last visited Apr. 30, 2021).

revenue does not include revenue taxed and collected by a different unit of government (*e.g.,* revenue from taxes levied by a local government and transferred to a recipient government).

Framework. The interim final rule provides a step-by-step framework, to be used in each reporting year, to calculate whether the offset provision applies to a State's or territory's use of Fiscal Recovery Funds:

(1) *Covered changes that reduce tax revenue.* For each reporting year, a recipient government will identify and value covered changes that the recipient government predicts will have the effect of reducing tax revenue in a given reporting year, similar to the way it would in the ordinary course of its budgeting process. The value of these covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient government's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Further, estimation approaches should not use dynamic methodologies that incorporate the projected effects of macroeconomic growth because macroeconomic growth is accounted for separately in the framework. Relative to these dynamic scoring methodologies, scoring methodologies that do not incorporate projected effects of macroeconomic growth rely on fewer assumptions and thus provide greater consistency among States and territories. Dynamic scoring that incorporates macroeconomic growth may also increase the likelihood of underestimation of the cost of a reduction in tax revenue.

In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. This approach offers recipient governments the flexibility to determine their reporting methodology based on their existing budget scoring practices and capabilities. In addition, the approach of using the projected value of changes in law that enact fiscal policies to estimate the net effect of such policies is consistent with the way many States and territories already consider tax changes.[167]

(2) *In excess of the de minimis.* The recipient government will next calculate the total value of all covered changes in the reporting year resulting in revenue reductions, identified in Step 1. If the total value of the revenue reductions resulting from these changes is below the de minimis level, the recipient government will be deemed not to have any revenue-reducing changes for the purpose of determining the recognized net reduction. If the total is above the de minimis level, the recipient government must identify sources of in-year revenue to cover the full costs of changes that reduce tax revenue.

The de minimis level is calculated as 1 percent of the reporting year's baseline. Treasury recognizes that, pursuant to their taxing authority, States and territories may make many small changes to alter the composition of their tax revenues or implement other policies with marginal effects on tax revenues. They may also make changes based on projected revenue effects that turn out to differ from actual effects, unintentionally resulting in minor revenue changes that are not fairly described as "resulting from" tax law changes. The de minimis level recognizes the inherent challenges and uncertainties that recipient governments face, and thus allows relatively small reductions in tax revenue without consequence. Treasury determined the 1 percent level by assessing the historical effects of state-level tax policy changes in state EITCs implemented to effect policy goals other than reducing net tax revenues.[168] The 1 percent de minimis level reflects the historical reductions in revenue due to minor changes in state fiscal policies.

(3) *Safe harbor.* The recipient government will then compare the reporting year's actual tax revenue to the baseline. If actual tax revenue is greater than the baseline, Treasury will deem the recipient government not to have any recognized net reduction for the reporting year, and therefore to be in a safe harbor and outside the ambit of the offset provision. This approach is consistent with the ARPA, which contemplates recoupment of Fiscal Recovery Funds only in the event that such funds are used to offset a reduction in net tax revenue. If net tax revenue has not been reduced, this provision does not apply. In the event that actual tax revenue is above the baseline, the organic revenue growth that has occurred, plus any other revenue-raising changes, by definition must have been enough to offset the in-year costs of the covered changes.

(4) *Consideration of other sources of funding.* Next, the recipient government will identify and calculate the total value of changes that could pay for revenue reduction due to covered changes and sum these items. This amount can be used to pay for up to the total value of revenue-reducing changes in the reporting year. These changes consist of two categories:

(a) *Tax and other increases in revenue.* The recipient government must identify and consider covered changes in policy that the recipient government predicts will have the effect of increasing general revenue in a given reporting year. As when identifying and valuing covered changes that reduce tax revenue, the value of revenue-raising changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, aligned with the recipient government's existing approach for measuring the effects of fiscal policies, and measured relative to a current law baseline, or based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s). Further, and as discussed above, estimation approaches should not use dynamic scoring methodologies that incorporate the effects of macroeconomic growth because growth is accounted for separately under the interim final rule. In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. This approach offers recipient governments the flexibility to determine their reporting methodology based on their existing budget scoring practices and capabilities.

(b) *Covered spending cuts.* A recipient government also may cut spending in certain areas to pay for covered changes that reduce tax revenue, up to the amount of the recipient government's net reduction in total spending as described below. These changes must be reductions in government outlays not in an area where the recipient government has spent Fiscal Recovery Funds. To better align with existing reporting and accounting, the interim final rule considers the department, agency, or

[167] *See, e.g.,* Megan Randall & Kim Rueben, Tax Policy Center, Sustainable Budgeting in the States: Evidence on State Budget Institutions and Practices (Nov. 2017), *available at https://www.taxpolicycenter.org/sites/default/files/publication/149186/sustainable-budgeting-in-the-states_1.pdf.*

[168] Data provided by the Urban-Brookings Tax Policy Center for state-level EITC changes for 2004–2017.

authority from which spending has been cut and whether the recipient government has spent Fiscal Recovery Funds on that same department, agency, or authority. This approach was selected to allow recipient governments to report how Fiscal Recovery Funds have been spent using reporting units already incorporated into their budgeting process. If they have not spent Fiscal Recovery Funds in a department, agency, or authority, the full amount of the reduction in spending counts as a covered spending cut, up to the recipient government's net reduction in total spending. If they have, the Fiscal Recovery Funds generally would be deemed to have replaced the amount of spending cut and only reductions in spending above the amount of Fiscal Recovery Funds spent on the department, agency, or authority would count.

To calculate the amount of spending cuts that are available to offset a reduction in tax revenue, the recipient government must first consider whether there has been a reduction in total net spending, excluding Fiscal Recovery Funds (net reduction in total spending). This approach ensures that reported spending cuts actually create fiscal space, rather than simply offsetting other spending increases. A net reduction in total spending is measured as the difference between total spending in each reporting year, excluding Fiscal Recovery Funds spent, relative to total spending for the recipient's fiscal year ending in 2019, adjusted for inflation. Measuring reductions in spending relative to 2019 reflects the fact that the fiscal space created by a spending cut persists so long as spending remains below its original level, even if it does not decline further, relative to the same amount of revenue. Measuring spending cuts from year to year would, by contrast, not recognize any available funds to offset revenue reductions unless spending continued to decline, failing to reflect the actual availability of funds created by a persistent change and limiting the discretion of States and territories. In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. Treasury chose this approach because while many recipient governments may score budget legislation using projections, spending cuts are readily observable using actual values.

This approach—allowing only spending reductions in areas where the recipient government has not spent Fiscal Recovery Funds to be used as an offset for a reduction in net tax revenue—aims to prevent recipient governments from using Fiscal Recovery Funds to supplant State or territory funding in the eligible use areas, and then use those State or territory funds to offset tax cuts. Such an approach helps ensure that Fiscal Recovery Funds are not used to "indirectly" offset revenue reductions due to covered changes.

In order to help ensure recipient governments use Fiscal Recovery Funds in a manner consistent with the prescribed eligible uses and do not use Fiscal Recovery Funds to indirectly offset a reduction in net tax revenue resulting from a covered change, Treasury will monitor changes in spending throughout the covered period. If, over the course of the covered period, a spending cut is subsequently replaced with Fiscal Recovery Funds and used to indirectly offset a reduction in net tax revenue resulting from a covered change, Treasury may consider such change to be an evasion of the restrictions of the offset provision and seek recoupment of such amounts.

(5) *Identification of amounts subject to recoupment.* If a recipient government (i) reports covered changes that reduce tax revenue (Step 1); (ii) to a degree greater than the de minimis (Step 2); (iii) has experienced a reduction in net tax revenue (Step 3); and (iv) lacks sufficient revenue from other, permissible sources to pay for the entirety of the reduction (Step 4), then the recipient government will be considered to have used Fiscal Recovery Funds to offset a reduction in net tax revenue, up to the amount that revenue has actually declined. That is, the maximum value of reduction in revenue due to covered changes which a recipient government must cover is capped at the difference between the baseline and actual tax revenue.[169] In the event that the baseline is above actual tax revenue and the difference between them is less than the sum of revenue reducing changes that are not paid for with other, permissible sources, organic revenue growth has implicitly offset a portion of the reduction. For example, if a recipient government reduces tax revenue by $1 billion, makes no other changes, and experiences revenue growth driven by organic economic growth worth $500 million, it need only pay for the remaining $500 million with sources other than Fiscal Recovery Funds. The revenue reduction cap implements this approach for permitting organic revenue growth to cover the cost of tax cuts.

Finally, as discussed further in Section IV of this **SUPPLEMENTARY INFORMATION**, a recipient government may request reconsideration of any amounts identified as subject to recoupment under this framework. This process ensures that all relevant facts and circumstances, including information regarding planned spending cuts and budgeting assumptions, are considered prior to a determination that an amount must be repaid. Amounts subject to recoupment are calculated on an annual basis; amounts recouped in one year cannot be returned if the State or territory subsequently reports an increase in net tax revenue.

To facilitate the implementation of the framework above, and in addition to reporting required on eligible uses, in each year of the reporting period, each State and territory will report to Treasury the following items:

- Actual net tax revenue for the reporting year;
- Each revenue-reducing change made to date during the covered period and the in-year value of each change;
- Each revenue-raising change made to date during the covered period and the in-year value of each change;
- Each covered spending cut made to date during the covered period, the in-year value of each cut, and documentation demonstrating that each spending cut is covered as prescribed under the interim final rule;

Treasury will provide additional guidance and instructions the reporting requirements at a later date.

Question 28: Does the interim final rule's definition of tax revenue accord with existing State and territorial practice and, if not, are there other definitions or elements Treasury should consider? Discuss why or why not.

Question 29: The interim final rule permits certain spending cuts to cover the costs of reductions in tax revenue, including cuts in a department, agency, or authority in which the recipient government is not using Fiscal Recovery Funds. How should Treasury and recipient governments consider the scope of a department, agency, or authority for the use of funds to ensure spending cuts are not being substituted with Fiscal Recovery Funds while also avoiding an overbroad definition of that captures spending that is, in fact, distinct?

Question 30: Discuss the budget scoring methodologies currently used by States and territories. How should the interim final rule take into consideration differences in approaches? Please discuss the use of

[169] This cap is applied in § 35.8(c) of the interim final rule, calculating the amount of funds used in violation of the tax offset provision.

practices including but not limited to macrodynamic scoring, microdynamic scoring, and length of budget windows.

Question 31: If a recipient government has a balanced budget requirement, how will that requirement impact its use of Fiscal Recovery Funds and ability to implement this framework?

Question 32: To implement the framework described above, the interim final rule establishes certain reporting requirements. To what extent do recipient governments already produce this information and on what timeline? Discuss ways that Treasury and recipient governments may better rely on information already produced, while ensuring a consistent application of the framework.

Question 33: Discuss States' and territories' ability to produce the figures and numbers required for reporting under the interim final rule. What additional reporting tools, such as a standardized template, would facilitate States' and territories' ability to complete the reporting required under the interim final rule?

C. Other Restrictions on Use

Payments from the Fiscal Recovery Funds are also subject to pre-existing limitations provided in other Federal statutes and regulations and may not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, payments from the Fiscal Recovery Funds may not be used to satisfy the State share of Medicaid.[170]

As provided for in the award terms, payments from the Fiscal Recovery Funds as a general matter will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.

D. Timeline for Use of Fiscal Recovery Funds

Section 602(c)(1) and section 603(c)(1) require that payments from the Fiscal Recovery Funds be used only to cover costs incurred by the State, territory, Tribal government, or local government by December 31, 2024. Similarly, the CARES Act provided that payments from the CRF be used to cover costs incurred by December 31, 2021.[171] The definition of "incurred" does not have a clear meaning. With respect to the CARES Act, on the understanding that the CRF was intended to be used to meet relatively short-term needs, Treasury interpreted this requirement to mean that, for a cost to be considered to have been incurred, performance of the service or delivery of the goods acquired must occur by December 31, 2021. In contrast, the ARPA, passed at a different stage of the COVID–19 public health emergency, was intended to provide more general fiscal relief over a broader timeline. In addition, the ARPA expressly permits the use of Fiscal Recovery Funds for improvements to water, sewer, and broadband infrastructure, which entail a longer timeframe. In recognition of this, Treasury is interpreting the requirement in section 602 and section 603 that costs be incurred by December 31, 2024, to require only that recipients have obligated the Fiscal Recovery Funds by such date. The interim final rule adopts a definition of "obligation" that is based on the definition used for purposes of the Uniform Guidance, which will allow for uniform administration of this requirement and is a definition with which most recipients will be familiar.

Payments from the Fiscal Recovery Funds are grants provided to recipients to mitigate the fiscal effects of the COVID–19 public health emergency and to respond to the public health emergency, consistent with the eligible uses enumerated in sections 602(c)(1) and 603(c)(1).[172] As such, these funds are intended to provide economic stimulus in areas still recovering from the economic effects of the pandemic. In implementing and interpreting these provisions, including what it means to "respond to" the COVID–19 public health emergency, Treasury takes into consideration pre-pandemic facts and circumstances (*e.g.,* average revenue growth prior to the pandemic) as well as impact of the pandemic that predate the enactment of the ARPA (*e.g.,* replenishing Unemployment Trust balances drawn during the pandemic). While assessing the effects of the COVID–19 public health emergency necessarily takes into consideration the facts and circumstances that predate the ARPA, use of Fiscal Recovery Funds is forward looking.

As discussed above, recipients are permitted to use payments from the Fiscal Recovery Funds to respond to the public health emergency, to respond to workers performing essential work by providing premium pay or providing grants to eligible employers, and to make necessary investments in water, sewer, or broadband infrastructure, which all relate to prospective uses. In addition, sections 602(c)(1)(C) and 603(c)(1)(C) permit recipients to use Fiscal Recovery Funds for the provision of government services. This clause provides that the amount of funds that may be used for this purpose is measured by reference to the reduction in revenue due to the public health emergency relative to revenues collected in the most recent full fiscal year, but this reference does not relate to the period during which recipients may use the funds, which instead refers to prospective uses, consistent with the other eligible uses.

Although as discussed above the eligible uses of payments from the Fiscal Recovery Funds are all prospective in nature, Treasury considers the beginning of the covered period for purposes of determining compliance with section 602(c)(2)(A) to be the relevant reference point for this purpose. The interim final rule thus permits funds to be used to cover costs incurred beginning on March 3, 2021. This aligns the period for use of Fiscal Recovery Funds with the period during which these funds may not be used to offset reductions in net tax revenue. Permitting Fiscal Recovery Funds to be used to cover costs incurred beginning on this date will also mean that recipients that began incurring costs in the anticipation of enactment of the ARPA and in advance of the issuance of this rule and receipt of payment from the Fiscal Recovery Funds would be able to cover them using these payments.[173]

As set forth in the award terms, the period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with payments from the Fiscal Recovery Funds.

IV. Recoupment Process

Under the ARPA, failure to comply with the restrictions on use contained in sections 602(c) and 603(c) of the Act may result in recoupment of funds.[174] The interim final rule implements these provisions by establishing a process for recoupment.

Identification and Notice of Violations. Failure to comply with the restrictions on use will be identified based on reporting provided by the

[170] *See* 42 CFR 433.51 and 45 CFR 75.306.

[171] Section 1001 of Division N of the Consolidated Appropriations Act, 2021 amended section 601(d)(3) of the Act by extending the end of the covered period for CRF expenditures from December 30, 2020 to December 31, 2021.

[172] Sections 602(a), 603(a), 602(c)(1) and 603(c)(1) of the Act.

[173] Given the nature of this program, recipients will not be permitted to use funds to cover pre-award costs, *i.e.,* those incurred prior to March 3, 2021.

[174] Sections 602(e) and 603(e) of the Act.

recipient. As discussed further in Sections III.B and VIII of this **SUPPLEMENTARY INFORMATION**, Treasury will collect information regarding eligible uses on a quarterly basis and on the tax offset provision on an annual basis. Treasury also may consider other information in identifying a violation, such as information provided by members of the public. If Treasury identifies a violation, it will provide written notice to the recipient along with an explanation of such amounts.

Request for Reconsideration. Under the interim final rule, a recipient may submit a request for reconsideration of any amounts identified in the notice provided by Treasury. This reconsideration process provides a recipient the opportunity to submit additional information it believes supports its request in light of the notice of recoupment, including, for example, additional information regarding the recipient's use of Fiscal Recovery Funds or its tax revenues. The process also provides the Secretary with an opportunity to consider all information relevant to whether a violation has occurred, and if so, the appropriate amount for recoupment.

The interim final rule also establishes requirements for the timing of a request for reconsideration. Specifically, if a recipient wishes to request reconsideration of any amounts identified in the notice, the recipient must submit a written request for reconsideration to the Secretary within 60 calendar days of receipt of such notice. The request must include an explanation of why the recipient believes that the finding of a violation or recoupable amount identified in the notice of recoupment should be reconsidered. To facilitate the Secretary's review of a recipient's request for reconsideration, the request should identify all supporting reasons for the request. Within 60 calendar days of receipt of the recipient's request for reconsideration, the recipient will be notified of the Secretary's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the recipient's supporting reasons and consideration of additional information provided.

The process and timeline established by the interim final rule are intended to provide the recipient with an adequate opportunity to fully present any issues or arguments in response to the notice of recoupment.[175] This process will allow the Secretary to respond to the issues and considerations raised in the request for reconsideration taking into account the information and arguments presented by the recipient along with any other relevant information.

Repayment. Finally, the interim final rule provides that any amounts subject to recoupment must be repaid within 120 calendar days of receipt of any final notice of recoupment or, if the recipient has not requested reconsideration, within 120 calendar days of the initial notice provided by the Secretary.

Question 34: Discuss the timeline for requesting reconsideration under the interim final rule. What, if any, challenges does this timeline present?

V. Payments in Tranches to Local Governments and Certain States

Section 603 of the Act provides that the Secretary will make payments to local governments in two tranches, with the second tranche being paid twelve months after the first payment. In addition, section 602(b)(6)(A)(ii) provides that the Secretary may withhold payment of up to 50 percent of the amount allocated to each State and territory for a period of up to twelve months from the date on which the State or territory provides its certification to the Secretary. Any such withholding for a State or territory is required to be based on the unemployment rate in the State or territory as of the date of the certification.

The Secretary has determined to provide in this interim final rule for withholding of 50 percent of the amount of Fiscal Recovery Funds allocated to all States (and the District of Columbia) other than those with an unemployment rate that is 2.0 percentage points or more above its pre-pandemic (*i.e.*, February 2020) level. The Secretary will refer to the latest available monthly data from the Bureau of Labor Statistics as of the date the certification is provided. Based on data available at the time of public release of this interim final rule, this threshold would result in a majority of States being paid in two tranches.

Splitting payments for the majority of States is consistent with the requirement in section 603 of the Act to make payments from the Coronavirus Local Fiscal Recovery Fund to local governments in two tranches.[176] Splitting payments to States into two tranches will help encourage recipients to adapt, as necessary, to new developments that could arise over the coming twelve months, including potential changes to the nature of the public health emergency and its negative economic impacts. While the U.S. economy has been recovering and adding jobs in aggregate, there is still considerable uncertainty in the economic outlook and the interaction between the pandemic and the economy.[177] For these reasons, Treasury believes it will be appropriate for a majority of recipients to adapt their plans as the recovery evolves. For example, a faster-than-expected economic recovery in 2021 could lead a recipient to dedicate more Fiscal Recovery Funds to longer-term investments starting in 2022. In contrast, a slower-than-expected economic recovery in 2021 could lead a recipient to use additional funds for near-term stimulus in 2022.

At the same time, the statute contemplates the possibility that elevated unemployment in certain States could justify a single payment. Elevated unemployment is indicative of a greater need to assist unemployed workers and stimulate a faster economic recovery. For this reason, the interim final rule provides that States and territories with an increase in their unemployment rate over a specified threshold may receive a single payment, with the expectation that a single tranche will better enable these States and territories to take additional immediate action to aid the unemployed and strengthen their economies.

Following the initial pandemic-related spike in unemployment in 2020, States' unemployment rates have been trending back towards pre-pandemic levels. However, some States' labor markets are healing more slowly than others. Moreover, States varied widely in their pre-pandemic levels of unemployment, and some States remain substantially further from their pre-

[175] The interim final rule also provides that Treasury may extend any deadlines.

[176] With respect to Federal financial assistance more generally, States are subject to the requirements of the Cash Management Improvement Act (CMIA), under which Federal funds are drawn upon only on an as needed basis and States are required to remit interest on unused balances to Treasury. Given the statutory requirement for Treasury to make payments to States within a certain period, these requirements of the CMIA and Treasury's implementing regulations at 31 CFR part 205 will not apply to payments from the Fiscal Recovery Funds. Providing funding in two tranches to the majority of States reflects, to the maximum extent permitted by section 602 of the Act, the general principles of Federal cash management and stewardship of Federal funding, yet will be much less restrictive than the usual requirements to which States are subject.

[177] The potential course of the virus, and its impact on the economy, has contributed to a heightened degree of uncertainty relative to prior periods. *See, e.g.,* Dave Altig et al., Economic uncertainty before and during the COVID–19 pandemic, J. of Public Econ. (Nov. 2020), *available at https://www.sciencedirect.com/science/article/abs/pii/S0047272720301389.*

pandemic starting point. Consequently, Treasury is delineating States with significant remaining elevation in the unemployment rate, based on the net difference to pre-pandemic levels.

Treasury has established that significant remaining elevation in the unemployment rate is a net change in the unemployment rate of 2.0 percentage points or more relative to pre-pandemic levels. In the four previous recessions going back to the early 1980s, the national unemployment rate rose by 3.6, 2.3, 2.0, and 5.0 percentage points, as measured from the start of the recession to the eventual peak during or immediately following the recession.[178] Each of these increases can therefore represent a recession's impact on unemployment. To identify States with significant remaining elevation in unemployment, Treasury took the lowest of these four increases, 2.0 percentage points, to indicate states where, despite improvement in the unemployment rate, current labor market conditions are consistent still with a historical benchmark for a recession.

No U.S. territory will be subject to withholding of its payment from the Fiscal Recovery Funds. For Puerto Rico, the Secretary has determined that the current level of the unemployment rate (8.8 percent, as of March 2021 [179]) is sufficiently high such that Treasury should not withhold any portion of its payment from the Fiscal Recovery Funds regardless of its change in unemployment rate relative to its pre-pandemic level. For U.S. territories that are not included in the Bureau of Labor Statistics' monthly unemployment rate data, the Secretary will not exercise the authority to withhold amounts from the Fiscal Recovery Funds.

VI. Transfer

The statute authorizes State, territorial, and Tribal governments; counties; metropolitan cities; and nonentitlement units of local government (counties, metropolitan cities, and nonentitlement units of local government are collectively referred to as "local governments") to transfer amounts paid from the Fiscal Recovery Funds to a number of specified entities. By permitting these transfers, Congress recognized the importance of providing flexibility to governments seeking to achieve the greatest impact with their funds, including by working with other levels or units of government or private entities to assist recipient governments in carrying out their programs. This includes special-purpose districts that perform specific functions in the community, such as fire, water, sewer, or mosquito abatement districts.

Specifically, under section 602(c)(3), a State, territory, or Tribal government may transfer funds to a "private nonprofit organization . . . a Tribal organization . . . a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government." [180] Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations).

The interim final rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive. The interim final rule permits State, territorial, and Tribal governments to transfer Fiscal Recovery Funds to other constituent units of government or private entities beyond those specified in the statute. Similarly, local governments are authorized to transfer Fiscal Recovery Funds to other constituent units of government (*e.g.*, a county is able to transfer Fiscal Recovery Funds to a city, town, or school district within it) or to private entities. This approach is intended to help provide funding to local governments with needs that may exceed the allocation provided under the statutory formula.

State, local, territorial, and Tribal governments that receive a Federal award directly from a Federal awarding agency, such as Treasury, are "recipients." A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be a subrecipient. Subrecipients are entities that receive a subaward from a recipient to carry out a program or project on behalf of the recipient with the recipient's Federal award funding. The recipient remains responsible for monitoring and overseeing the subrecipient's use of Fiscal Recovery Funds and other activities related to the award to ensure that the subrecipient complies with the statutory and regulatory requirements and the terms and conditions of the award. Recipients also remain responsible for reporting to Treasury on their subrecipients' use of payments from the Fiscal Recovery Funds for the duration of the award.

Transfers under sections 602(c)(3) and 603(c)(3) must qualify as an eligible use of Fiscal Recovery Funds by the transferor. Once Fiscal Recovery Funds are received, the transferee must abide by the restrictions on use applicable to the transferor under the ARPA and other applicable law and program guidance. For example, if a county transferred Fiscal Recovery Funds to a town within its borders to respond to the COVID–19 public health emergency, the town would be bound by the eligible use requirements applicable to the county in carrying out the county's goal. This also means that county A may not transfer Fiscal Recovery Funds to county B for use in county B because such a transfer would not, from the perspective of the transferor (county A), be an eligible use in county A.

Section 603(c)(4) separately provides for transfers by a local government to its State or territory. A transfer under section 603(c)(4) will not make the State a subrecipient of the local government, and such Fiscal Recovery Funds may be used by the State for any purpose permitted under section 602(c). A transfer under section 603(c)(4) will result in a cancellation or termination of the award on the part of the transferor local government and a modification of the award to the transferee State or territory. The transferor must provide notice of the transfer to Treasury in a format specified by Treasury. If the local government does not provide such notice, it will remain legally obligated to Treasury under the award and remain responsible for ensuring that the awarded Fiscal Recovery Funds are being used in accordance with the statute and program guidance and for reporting on such uses to Treasury. A State that receives a transfer from a local government under section 603(c)(4) will be bound by all of the use restrictions set forth in section 602(c) with respect to the use of those Fiscal Recovery Funds, including the prohibitions on use of such Fiscal Recovery Funds to offset certain reductions in taxes or to make deposits into pension funds.

Question 35: What are the advantages and disadvantages of treating the list of transferees in sections 602(c)(3) and 603(c)(3) as nonexclusive, allowing States and localities to transfer funds to entities outside of the list?

Question 36: Are there alternative ways of defining "special-purpose unit of State or local government" and

[178] Includes the period during and immediately following recessions, as defined by the National Bureau of Economic Research. National Bureau of Economic Research, US Business Cycle Expansions and Contractions, *https://www.nber.org/research/data/us-business-cycle-expansions-and-contractions* (last visited Apr. 27, 2021). Based on data from U.S. Bureau of Labor Statistics, Unemployment Rate [UNRATE], retrieved from FRED, Federal Reserve Bank of St. Louis, *https://fred.stlouisfed.org/series/UNRATE* (last visited Apr. 27, 2021).

[179] U.S. Bureau of Labor Statistics, Economic News Release—Table 1. Civilian labor force and unemployment by state and selected area, seasonally adjusted, *https://www.bls.gov/news.release/laus.t01.htm* (last visited Apr. 30, 2021).

[180] Section 602(c)(3) of the Act.

"public benefit corporation" that would better further the aims of the Funds?

VII. Nonentitlement Units of Government

The Fiscal Recovery Funds provides for $19.53 billion in payments to be made to States and territories which will distribute the funds to nonentitlement units of local government (NEUs); local governments which generally have populations below 50,000. These local governments have not yet received direct fiscal relief from the Federal Government during the COVID–19 public health emergency, making Fiscal Recovery Funds payments an important source of support for their public health and economic responses. Section 603 requires Treasury to allocate and pay Fiscal Recovery Funds to the States and territories and requires the States and territories to distribute Fiscal Recovery Funds to NEUs based on population within 30 days of receipt unless an extension is granted by the Secretary. The interim final rule clarifies certain aspects regarding the distribution of Fiscal Recovery by States and territories to NEUs, as well as requirements around timely payments from the Fiscal Recovery Funds.

The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory, subject to a cap (described below). Because the statute requires States and territories to make distributions based on population, States and territories may not place additional conditions or requirements on distributions to NEUs, beyond those required by the ARPA and Treasury's implementing regulations and guidance. For example, a State may not impose stricter limitations than permitted by statute or Treasury regulations or guidance on an NEU's use of Fiscal Recovery Funds based on the NEU's proposed spending plan or other policies. States and territories are also not permitted to offset any debt owed by the NEU against the NEU's distribution. Further, States and territories may not provide funding on a reimbursement basis—*e.g.*, requiring NEUs to pay for project costs up front before being reimbursed with Fiscal Recovery Funds payments—because this funding model would not comport with the statutory requirement that States and territories make distributions to NEUs within the statutory timeframe.

Similarly, States and territories distributing Fiscal Recovery Funds payments to NEUs are responsible for complying with the Fiscal Recovery Funds statutory requirement that distributions to NEUs not exceed 75 percent of the NEU's most recent budget. The most recent budget is defined as the NEU's most recent annual total operating budget, including its general fund and other funds, as of January 27, 2020. Amounts in excess of such cap and therefore not distributed to the NEU must be returned to Treasury by the State or territory. States and territories may rely for this determination on a certified top-line budget total from the NEU.

Under the interim final rule, the total allocation and distribution to an NEU, including the sum of both the first and second tranches of funding, cannot exceed the 75 percent cap. States and territories must permit NEUs without formal budgets as of January 27, 2020 to self-certify their most recent annual expenditures as of January 27, 2020 for the purpose of calculating the cap. This approach will provide an administrable means to implement the cap for small local governments that do not adopt a formal budget.

Section 603(b)(3) of the Social Security Act provides for Treasury to make payments to counties but provides that, in the case of an amount to be paid to a county that is not a unit of general local government, the amount shall instead be paid to the State in which such county is located, and such State shall distribute such amount to each unit of general local government within such county in an amount that bears the same proportion to the amount to be paid to such county as the population of such units of general local government bears to the total population of such county. As with NEUs, States may not place additional conditions or requirements on distributions to such units of general local government, beyond those required by the ARPA and Treasury's implementing regulations and guidance.

In the case of consolidated governments, section 603(b)(4) allows consolidated governments (*e.g.*, a city-county consolidated government) to receive payments under each allocation based on the respective formulas. In the case of a consolidated government, Treasury interprets the budget cap to apply to the consolidated government's NEU allocation under section 603(b)(2) but not to the consolidated government's county allocation under section 603(b)(3).

If necessary, States and territories may use the Fiscal Recovery Funds under section 602(c)(1)(A) to fund expenses related to administering payments to NEUs and units of general local government, as disbursing these funds itself is a response to the public health emergency and its negative economic impacts. If a State or territory requires more time to disburse Fiscal Recovery Funds to NEUs than the allotted 30 days, Treasury will grant extensions of not more than 30 days for States and territories that submit a certification in writing in accordance with section 603(b)(2)(C)(ii)(I). Additional extensions may be granted at the discretion of the Secretary.

Question 37: What are alternative ways for States and territories to enforce the 75 percent cap while reducing the administrative burden on them?

Question 38: What criteria should Treasury consider in assessing requests for extensions for further time to distribute NEU payments?

VIII. Reporting

States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report and thereafter quarterly Project and Expenditure reports through the end of the award period on December 31, 2026. The interim report will include a recipient's expenditures by category at the summary level from the date of award to July 31, 2021 and, for States and territories, information related to distributions to nonentitlement units. Recipients must submit their interim report to Treasury by August 31, 2021. Nonentitlement units of local government are not required to submit an interim report.

The quarterly Project and Expenditure reports will include financial data, information on contracts and subawards over $50,000, types of projects funded, and other information regarding a recipient's utilization of the award funds. The reports will include the same general data (*e.g.*, on obligations, expenditures, contracts, grants, and subawards) as those submitted by recipients of the CRF, with some modifications. Modifications will include updates to the expenditure categories and the addition of data elements related to specific eligible uses, including some of the reporting elements described in sections above. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021, and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Nonentitlement units of local government will be required to submit

annual Project and Expenditure reports until the end of the award period on December 31, 2026. The initial annual Project and Expenditure report for nonentitlement units of local government will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

States, territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance report to Treasury. The Recovery Plan Performance report will provide the public and Treasury information on the projects that recipients are undertaking with program funding and how they are planning to ensure project outcomes are achieved in an effective, efficient, and equitable manner. Each jurisdiction will have some flexibility in terms of the form and content of the Recovery Plan Performance report, as long as it includes the minimum information required by Treasury. The Recovery Plan Performance report will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury, as well as programmatic data in specific eligible use categories and the specific reporting requirements described in the sections above. The initial Recovery Plan Performance report will cover the period from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, Recovery Plan Performance reports will cover a 12-month period, and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance report will cover the period from July 1, 2021 to June 30, 2022, and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and nonentitlement units of local government are not required to develop a Recovery Plan Performance report.

Treasury will provide additional guidance and instructions on the reporting requirements outlined above for the Fiscal Recovery Funds at a later date.

IX. Comments and Effective Date

This interim final rule is being issued without advance notice and public comment to allow for immediate implementation of this program. As discussed below, the requirements of advance notice and public comment do not apply "to the extent that there is involved . . . a matter relating to agency . . . grants." [181] The interim final rule implements statutory conditions on the eligible uses of the Fiscal Recovery Funds grants, and addresses the payment of those funds, the reporting on uses of funds, and potential consequences of ineligible uses. In addition and as discussed below, the Administrative Procedure Act also provides an exception to ordinary notice-and-comment procedures "when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest." [182] This good cause justification also supports waiver of the 60-day delayed effective date for major rules under the Congressional Review Act at 5 U.S.C. 808(2). Although this interim final rule is effective immediately, comments are solicited from interested members of the public and from recipient governments on all aspects of the interim final rule.

These comments must be submitted on or before July 16, 2021.

X. Regulatory Analyses

Executive Orders 12866 and 13563

This interim final rule is economically significant for the purposes of Executive Orders 12866 and 13563. Treasury, however, is proceeding under the emergency provision at Executive Order 12866 section 6(a)(3)(D) based on the need to act expeditiously to mitigate the current economic conditions arising from the COVID–19 public health emergency. The rule has been reviewed by the Office of Management and Budget (OMB) in accordance with Executive Order 12866. This rule is necessary to implement the ARPA in order to provide economic relief to State, local, and Tribal governments adversely impacted by the COVID–19 public health emergency.

Under Executive Order 12866, OMB must determine whether this regulatory action is "significant" and, therefore, subject to the requirements of the Executive Order and subject to review by OMB. Section 3(f) of Executive Order 12866 defines a significant regulatory action as an action likely to result in a rule that may:

(1) Have an annual effect on the economy of $100 million or more, or adversely affect a sector of the economy; productivity; competition; jobs; the environment; public health or safety; or State, local, or Tribal governments or communities in a material way (also referred to as "economically significant" regulations);

(2) Create a serious inconsistency or otherwise interfere with an action taken or planned by another agency;

(3) Materially alter the budgetary impacts of entitlements, grants, user fees, or loan programs or the rights and obligations of recipients thereof; or

(4) Raise novel legal or policy issues arising out of legal mandates, the President's priorities, or the principles stated in the Executive order.

This regulatory action is an economically significant regulatory action subject to review by OMB under section 3(f) of Executive Order 12866. Treasury has also reviewed these regulations under Executive Order 13563, which supplements and explicitly reaffirms the principles, structures, and definitions governing regulatory review established in Executive Order 12866. To the extent permitted by law, section 1(b) of Executive Order 13563 requires that an agency:

(1) Propose or adopt regulations only upon a reasoned determination that their benefits justify their costs (recognizing that some benefits and costs are difficult to quantify);

(2) Tailor its regulations to impose the least burden on society, consistent with obtaining regulatory objectives taking into account, among other things, and to the extent practicable, the costs of cumulative regulations;

(3) Select, in choosing among alternative regulatory approaches, those approaches that maximize net benefits (including potential economic, environmental, public health and safety, and other advantages; distributive impacts; and equity);

(4) To the extent feasible, specify performance objectives, rather than the behavior or manner of compliance a regulated entity must adopt; and

(5) Identify and assess available alternatives to direct regulation, including providing economic incentives—such as user fees or marketable permits—to encourage the desired behavior, or providing information that enables the public to make choices.

Executive Order 13563 also requires an agency "to use the best available

[181] 5 U.S.C. 553(a)(2).

[182] 5 U.S.C. 553(b)(3)(B); *see also* 5 U.S.C. 553(d)(3) (creating an exception to the requirement of a 30-day delay before the effective date of a rule "for good cause found and published with the rule").

techniques to quantify anticipated present and future benefits and costs as accurately as possible." OMB's Office of Information and Regulatory Affairs (OIRA) has emphasized that these techniques may include "identifying changing future compliance costs that might result from technological innovation or anticipated behavioral changes."

Treasury has assessed the potential costs and benefits, both quantitative and qualitative, of this regulatory action, and is issuing this interim final rule only on a reasoned determination that the benefits exceed the costs. In choosing among alternative regulatory approaches, Treasury selected those approaches that would maximize net benefits. Based on the analysis that follows and the reasons stated elsewhere in this document, Treasury believes that this interim final rule is consistent with the principles set forth in Executive Order 13563.

Treasury also has determined that this regulatory action does not unduly interfere with States, territories, Tribal governments, and localities in the exercise of their governmental functions.

This Regulatory Impact Analysis discusses the need for regulatory action, the potential benefits, and the potential costs.

Need for Regulatory Action. This interim final rule implements the $350 billion Fiscal Recovery Funds of the ARPA, which Congress passed to help States, territories, Tribal governments, and localities respond to the ongoing COVID–19 public health emergency and its economic impacts. As the agency charged with execution of these programs, Treasury has concluded that this interim final rule is needed to ensure that recipients of Fiscal Recovery Funds fully understand the requirements and parameters of the program as set forth in the statute and deploy funds in a manner that best reflects Congress' mandate for targeted fiscal relief.

This interim final rule is primarily a transfer rule: It transfers $350 billion in aid from the Federal Government to states, territories, Tribal governments, and localities, generating a significant macroeconomic effect on the U.S. economy. In making this transfer, Treasury has sought to implement the program in ways that maximize its potential benefits while minimizing its costs. It has done so by aiming to target relief in key areas according to the congressional mandate; offering clarity to States, territories, Tribal governments, and localities while maintaining their flexibility to respond to local needs; and limiting administrative burdens.

Analysis of Benefits. Relative to a pre-statutory baseline, the Fiscal Recovery Funds provide a combined $350 billion to State, local, and Tribal governments for fiscal relief and support for costs incurred responding to the COVID–19 pandemic. Treasury believes that this transfer will generate substantial additional economic activity, although given the flexibility accorded to recipients in the use of funds, it is not possible to precisely estimate the extent to which this will occur and the timing with which it will occur. Economic research has demonstrated that state fiscal relief is an efficient and effective way to mitigate declines in jobs and output during an economic downturn.[183] Absent such fiscal relief, fiscal austerity among State, local, and Tribal governments could exert a prolonged drag on the overall economic recovery, as occurred following the 2007–09 recession.[184]

This interim final rule provides benefits across several areas by implementing the four eligible funding uses, as defined in statute: Strengthening the response to the COVID–19 public health emergency and its economic impacts; easing fiscal pressure on State, local, and Tribal governments that might otherwise lead to harmful cutbacks in employment or government services; providing premium pay to essential workers; and making necessary investments in certain types of infrastructure. In implementing the ARPA, Treasury also sought to support disadvantaged communities that have been disproportionately impacted by the pandemic. The Fiscal Recovery Funds as implemented by the interim final rule can be expected to channel resources toward these uses in order to achieve substantial near-term economic and public health benefits, as well as longer-term benefits arising from the allowable investments in water, sewer, and broadband infrastructure and aid to families.

These benefits are achieved in the interim final rule through a broadly flexible approach that sets clear guidelines on eligible uses of Fiscal Recovery Funds and provides State, local, and Tribal government officials discretion within those eligible uses to direct Fiscal Recovery Funds to areas of greatest need within their jurisdiction. While preserving recipients' overall flexibility, the interim final rule includes several provisions that implement statutory requirements and will help support use of Fiscal Recovery Funds to achieve the intended benefits. The remainder of this section clarifies how Treasury's approach to key provisions in the interim final rule will contribute to greater realization of benefits from the program.

- *Revenue Loss:* Recipients will compute the extent of reduction in revenue by comparing actual revenue to a counterfactual trend representing what could have plausibly been expected to occur in the absence of the pandemic. The counterfactual trend begins with the last full fiscal year prior to the public health emergency (as required by statute) and projects forward with an annualized growth adjustment. Treasury's decision to incorporate a growth adjustment into the calculation of revenue loss ensures that the formula more fully captures revenue shortfalls relative to recipients' pre-pandemic expectations. Moreover, recipients will have the opportunity to re-calculate revenue loss at several points throughout the program, recognizing that some recipients may experience revenue effects with a lag. This option to re-calculate revenue loss on an ongoing basis should result in more support for recipients to avoid harmful cutbacks in future years. In calculating revenue loss, recipients will look at general revenue in the aggregate, rather than on a source-by-source basis. Given that recipients may have experienced offsetting changes in revenues across sources, Treasury's approach provides a more accurate representation of the effect of the pandemic on overall revenues.
- *Premium Pay:* Per the statute, recipients have broad latitude to designate critical infrastructure sectors and make grants to third-party employers for the purpose of providing premium pay or otherwise respond to essential workers. While the interim final rule generally preserves the flexibility in the statute, it does add a requirement that recipients give written justification in the case that premium pay would increase a worker's annual pay above a certain threshold. To set this threshold, Treasury analyzed data

[183] Gabriel Chodorow-Reich et al., Does State Fiscal Relief during Recessions Increase Employment? Evidence from the American Recovery and Reinvestment Act, American Econ. J.: Econ. Policy, 4:3 118–45 (Aug. 2012), *available at https://www.aeaweb.org/articles?id=10.1257/pol.4.3.118.*

[184] *See, e.g.,* Fitzpatrick, Haughwout & Setren, Fiscal Drag from the State and Local Sector?, Liberty Street Economics Blog, Federal Reserve Bank of New York (June 27, 2012), *https://www.libertystreeteconomics.newyorkfed.org/2012/06/fiscal-drag-from-the-state-and-local-sector.html;* Jiri Jonas, Great Recession and Fiscal Squeeze at U.S. Subnational Government Level, IMF Working Paper 12/184, (July 2012), *available at https://www.imf.org/external/pubs/ft/wp/2012/wp12184.pdf;* Gordon, *supra* note 9.

from the Bureau of Labor Statistics to determine a level that would not require further justification for premium pay to the vast majority of essential workers, while requiring higher scrutiny for provision of premium pay to higher-earners who, even without premium pay, would likely have greater personal financial resources to cope with the effects of the pandemic. Treasury believes the threshold in the interim final rule strikes the appropriate balance between preserving flexibility and helping encourage use of these resources to help those in greatest need. The interim final rule also requires that eligible workers have regular in-person interactions or regular physical handling of items that were also handled by others. This requirement will also help encourage use of financial resources for those who have endured the heightened risk of performing essential work.

• *Withholding of Payments to Recipients:* Treasury believes that for the vast majority of recipient entities, it will be appropriate to receive funds in two separate payments. As discussed above, withholding of payments ensures that recipients can adapt spending plans to evolving economic conditions and that at least some of the economic benefits will be realized in 2022 or later. However, consistent with authorities granted to Treasury in the statute, Treasury recognizes that a subset of States with significant remaining elevation in the unemployment rate could face heightened additional near-term needs to aid unemployed workers and stimulate the recovery. Therefore, for a subset of State governments, Treasury will not withhold any funds from the first payment. Treasury believes that this approach strikes the appropriate balance between the general reasons to provide funds in two payments and the heightened additional near-term needs in specific States. As discussed above, Treasury set a threshold based on historical analysis of unemployment rates in recessions.

• *Hiring Public Sector Employees:* The interim final rule states explicitly that recipients may use funds to restore their workforces up to pre-pandemic levels. Treasury believes that this statement is beneficial because it eliminates any uncertainty that could cause delays or otherwise negatively impact restoring public sector workforces (which, at time of publication, remain significantly below pre-pandemic levels).

Finally, the interim final rule aims to promote and streamline the provision of assistance to individuals and communities in greatest need, particularly communities that have been historically disadvantaged and have experienced disproportionate impacts of the COVID–19 crisis. Targeting relief is in line with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government," which laid out an Administration-wide priority to support "equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality." [185] To this end, the interim final rule enumerates a list of services that may be provided using Fiscal Recovery Funds in low-income areas to address the disproportionate impacts of the pandemic in these communities; establishes the characteristics of essential workers eligible for premium pay and encouragement to serve workers based on financial need; provides that recipients may use Fiscal Recovery Funds to restore (to pre-pandemic levels) state and local workforces, where women and people of color are disproportionately represented; [186] and targets investments in broadband infrastructure to unserved and underserved areas. Collectively, these provisions will promote use of resources to facilitate the provision of assistance to individuals and communities with the greatest need.

Analysis of Costs. This regulatory action will generate administrative costs relative to a pre-statutory baseline. This includes, chiefly, costs required to administer Fiscal Recovery Funds, oversee subrecipients and beneficiaries, and file periodic reports with Treasury. It also requires States to allocate Fiscal Recovery Funds to nonentitlement units, which are smaller units of local government that are statutorily required to receive their funds through States.

Treasury expects that the administrative burden associated with this program will be moderate for a grant program of its size. Treasury expects that most recipients receive direct or indirect funding from Federal Government programs and that many have familiarity with how to administer and report on Federal funds or grant funding provided by other entities. In particular, States, territories, and large localities will have received funds from the CRF and Treasury expects them to rely heavily on established processes developed last year or through prior grant funding, mitigating burden on these governments.

Treasury expects to provide technical assistance to defray the costs of administration of Fiscal Recovery Funds to further mitigate burden. In making implementation choices, Treasury has hosted numerous consultations with a diverse range of direct recipients—States, small cities, counties, and Tribal governments—along with various communities across the United States, including those that are underserved. Treasury lacks data to estimate the precise extent to which this interim final rule generates administrative burden for State, local, and Tribal governments, but seeks comment to better estimate and account for these costs, as well as on ways to lessen administrative burdens.

Executive Order 13132

Executive Order 13132 (entitled Federalism) prohibits an agency from publishing any rule that has federalism implications if the rule either imposes substantial, direct compliance costs on State, local, and Tribal governments, and is not required by statute, or preempts state law, unless the agency meets the consultation and funding requirements of section 6 of the Executive order. This interim final rule does not have federalism implications within the meaning of the Executive order and does not impose substantial, direct compliance costs on State, local, and Tribal governments or preempt state law within the meaning of the Executive order. The compliance costs are imposed on State, local, and Tribal governments by sections 602 and 603 of the Social Security Act, as enacted by the ARPA. Notwithstanding the above, Treasury has engaged in efforts to consult and work cooperatively with affected State, local, and Tribal government officials and associations in the process of developing the interim final rule. Pursuant to the requirements set forth in section 8(a) of Executive Order 13132, Treasury certifies that it has complied with the requirements of Executive Order 13132.

Administrative Procedure Act

The Administrative Procedure Act (APA), 5 U.S.C. 551 *et seq.*, generally requires public notice and an opportunity for comment before a rule

[185] Executive Order on Advancing Racial Equity and Support for Underserved Communities through the Federal Government (Jan. 20, 2021) (86 FR 7009, January 25, 2021), *https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/* (last visited May 9, 2021).

[186] David Cooper, Mary Gable & Algernon Austin, Economic Policy Institute Briefing Paper, The Public-Sector Jobs Crisis: Women and African Americans hit hardest by job losses in state and local governments, *https://www.epi.org/publication/bp339-public-sector-jobs-crisis* (last visited May 9, 2021).

becomes effective. However, the APA provides that the requirements of 5 U.S.C. 553 do not apply "to the extent that there is involved . . . a matter relating to agency . . . grants." The interim final rule implements statutory conditions on the eligible uses of the Fiscal Recovery Funds grants, and addresses the payment of those funds, the reporting on uses of funds, and potential consequences of ineligible uses. The rule is thus "both clearly and directly related to a federal grant program." *National Wildlife Federation* v. *Snow,* 561 F.2d 227, 232 (D.C. Cir. 1976). The rule sets forth the "process necessary to maintain state . . . eligibility for federal funds," *id.,* as well as the "method[s] by which states can . . . qualify for federal aid," and other "integral part[s] of the grant program," *Center for Auto Safety* v. *Tiemann,* 414 F. Supp. 215, 222 (D.D.C. 1976). As a result, the requirements of 5 U.S.C. 553 do not apply.

The APA also provides an exception to ordinary notice-and-comment procedures "when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest." 5 U.S.C. 553(b)(3)(B); *see also* 5 U.S.C. 553(d)(3) (creating an exception to the requirement of a 30-day delay before the effective date of a rule "for good cause found and published with the rule"). Assuming 5 U.S.C. 553 applied, Treasury would still have good cause under sections 553(b)(3)(B) and 553(d)(3) for not undertaking section 553's requirements. The ARPA is a law responding to a historic economic and public health emergency; it is "extraordinary" legislation about which "both Congress and the President articulated a profound sense of 'urgency.'" *Petry* v. *Block,* 737 F.2d 1193, 1200 (D.C. Cir. 1984). Indeed, several provisions implemented by this interim final rule (sections 602(c)(1)(A) and 603(c)(1)(A)) explicitly provide funds to "respond to the public health emergency," and the urgency is further exemplified by Congress's command (in sections 602(b)(6)(B) and 603(b)(7)(A)) that, "[t]o the extent practicable," funds must be provided to Tribes and cities "not later than 60 days after the date of enactment." *See Philadelphia Citizens in Action* v. *Schweiker,* 669 F.2d 877, 884 (3d Cir. 1982) (finding good cause under circumstances, including statutory time limits, where APA procedures would have been "virtually impossible"). Finally, there is an urgent need for States to undertake the planning necessary for sound fiscal policymaking, which requires an understanding of how funds provided under the ARPA will augment and interact with existing budgetary resources and tax policies. Treasury understands that many states require immediate rules on which they can rely, especially in light of the fact that the ARPA "covered period" began on March 3, 2021. The statutory urgency and practical necessity are good cause to forego the ordinary requirements of notice-and-comment rulemaking.

Congressional Review Act

The Administrator of OIRA has determined that this is a major rule for purposes of Subtitle E of the Small Business Regulatory Enforcement and Fairness Act of 1996 (also known as the Congressional Review Act or CRA) (5 U.S.C. 804(2) *et seq.*). Under the CRA, a major rule takes effect 60 days after the rule is published in the **Federal Register**. 5 U.S.C. 801(a)(3). Notwithstanding this requirement, the CRA allows agencies to dispense with the requirements of section 801 when the agency for good cause finds that such procedure would be impracticable, unnecessary, or contrary to the public interest and the rule shall take effect at such time as the agency promulgating the rule determines. 5 U.S.C. 808(2). Pursuant to section 808(2), for the reasons discussed above, Treasury for good cause finds that a 60-day delay to provide public notice is impracticable and contrary to the public interest.

Paperwork Reduction Act

The information collections associated with State, territory, local, and Tribal government applications materials necessary to receive Fiscal Recovery Funds (*e.g.,* payment information collection and acceptance of award terms) have been reviewed and approved by OMB pursuant to the Paperwork Reduction Act (44 U.S.C. chapter 35) (PRA) emergency processing procedures and assigned control number 1505–0271. The information collections related to ongoing reporting requirements, as discussed in this interim final rule, will be submitted to OMB for emergency processing in the near future. Under the PRA, an agency may not conduct or sponsor and a respondent is not required to respond to, an information collection unless it displays a valid OMB control number.

Estimates of hourly burden under this program are set forth in the table below. Burden estimates below are preliminary.

Reporting	Number of respondents (estimated)	Number of responses per respondent	Total responses	Hours per response	Total burden in hours	Cost to respondent ($48.80 per hour*)
Recipient Payment Form	5,050	1	5,050	.25 (15 minutes)	1,262.5	$61,610
Acceptance of Award Terms	5,050	1	5,050	.25 (15 minutes)	1,262.5	61,610
Title VI Assurances	5,050	1	5,050	.50 (30 minutes)	2,525	123,220
Quarterly Project and Expenditure Report.	5,050	4***	20,200	25	505,000	24,644,000
Annual Project and Expenditure Report from NEUs.	TBD	1 per year	†20,000–40,000	15	300,000–600,000	14,640,000–29,280,000
Annual Recovery Plan Performance report.	418	1 per year	418	100	41,800	2,039,840
Total	(**)	N/A	55,768–75,768	141	851,850–1,151,850	41,570,280–56,210,280

*Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, Accountants and Auditors, on the internet at *https://www.bls.gov/ooh/business-and-financial/accountants-and-auditors.htm* (visited March 28, 2020). Base wage of $33.89/hour increased by 44 percent to account for fully loaded employer cost of employee compensation (benefits, etc.) for a fully loaded wage rate of $48.80.

**5,050–TBD.

***Per year after first year.

† (Estimate only).

Periodic reporting is required by section 602(c) of Section VI of the Social Security Act and under the interim final rule.

As discussed in Section VIII of this **SUPPLEMENTARY INFORMATION,** recipients of Fiscal Recovery Funds will be required to submit one interim report and thereafter quarterly Project and Expenditure reports until the end of the award period. Recipients must submit interim reports to Treasury by August

31, 2021. The quarterly Project and Expenditure reports will include financial data, information on contracts and subawards over $50,000, types of projects funded, and other information regarding a recipient's utilization of the award funds.

Nonentitlement unit recipients will be required to submit annual Project and Expenditure reports until the end of the award period. The initial annual Project and Expenditure report for Nonentitlement unit recipients must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year. States, territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance report to Treasury. The Recovery Plan Performance report will include descriptions of the projects funded and information on the performance indicators and objectives of the award. Each annual Recovery Plan Performance report must be posted on the public-facing website of the recipient. Treasury will provide additional guidance and instructions on the all the reporting requirements outlined above for the Fiscal Recovery Funds program at a later date.

These and related periodic reporting requirements are under consideration and will be submitted to OMB for approval under the PRA emergency provisions in the near future.

Treasury invites comments on all aspects of the reporting and recordkeeping requirements including: (a) Whether the collection of information is necessary for the proper performance of the functions of the agency, including whether the information has practical utility; (b) the accuracy of the estimate of the burden of the collection of information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; (d) ways to minimize the burden of the collection of information; and (e) estimates of capital or start-up costs and costs of operation, maintenance, and purchase of services to provide information. Comments should be sent by the comment deadline to the *www.regulations.gov* docket with a copy to the Office of Information and Regulatory Affairs, U.S. Office of Management and Budget, 725 17th Street NW, Washington, DC 20503; or email to *oira_submission@omb.eop.gov.*

Regulatory Flexibility Analysis

The Regulatory Flexibility Act (RFA) generally requires that when an agency issues a proposed rule, or a final rule pursuant to section 553(b) of the Administrative Procedure Act or another law, the agency must prepare a regulatory flexibility analysis that meets the requirements of the RFA and publish such analysis in the **Federal Register**. 5 U.S.C. 603, 604.

Rules that are exempt from notice and comment under the APA are also exempt from the RFA requirements, including the requirement to conduct a regulatory flexibility analysis, when among other things the agency for good cause finds that notice and public procedure are impracticable, unnecessary, or contrary to the public interest. Since this rule is exempt from the notice and comment requirements of the APA, Treasury is not required to conduct a regulatory flexibility analysis.

List of Subjects in 31 CFR Part 35

Executive compensation, Public health emergency, State and local governments, Tribal governments.

For the reasons stated in the preamble, the Department of the Treasury amends 31 CFR part 35 as follows:

PART 35—PANDEMIC RELIEF PROGRAMS

■ 1. The authority citation for part 35 is revised to read as follows:

Authority: 42 U.S.C. 802(f); 42 U.S.C. 803(f); 31 U.S.C. 321; Division N, Title V, Subtitle B, Pub. L. 116–260, 134 Stat. 1182; Section 104A, Pub. L. 103–325, 108 Stat. 2160, as amended (12 U.S.C. 4701 *et seq.*); Pub. L. 117–2, 135 Stat. 4 (42 U.S.C. 802 *et seq.*).

■ 2. Revise the part heading to read as set forth above.

■ 3. Add subpart A to read as follows:

Subpart A—Coronavirus State and Local Fiscal Recovery Funds

Sec.

35.1 Purpose.
35.2 Applicability.
35.3 Definitions.
35.4 Reservation of authority, reporting.
35.5 Use of funds.
35.6 Eligible uses.
35.7 Pensions.
35.8 Tax.
35.9 Compliance with applicable laws.
35.10 Recoupment.
35.11 Payments to States.
35.12 Distributions to nonentitlement units of local government and units of general local government.

§ 35.1 Purpose.

This subpart implements section 9901 of the American Rescue Plan Act (Subtitle M of Title IX of Pub. L. 117–2), which amends Title VI of the Social Security Act (42 U.S.C. 801 *et seq.*) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund.

§ 35.2 Applicability.

This subpart applies to States, territories, Tribal governments, metropolitan cities, nonentitlement units of local government, counties, and units of general local government that accept a payment or transfer of funds made under section 602 or 603 of the Social Security Act.

§ 35.3 Definitions.

As used in this subpart:

Baseline means tax revenue of the recipient for its fiscal year ending in 2019, adjusted for inflation in each reporting year using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States.

County means a county, parish, or other equivalent county division (as defined by the Census Bureau).

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (Federal and State), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

Covered change means a change in law, regulation, or administrative interpretation. A change in law includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute or rule if the phase-in or taking effect was not prescribed prior to the start of the covered period.

Covered period means, with respect to a State, Territory, or Tribal government, the period that:

(1) Begins on March 3, 2021; and

(2) Ends on the last day of the fiscal year of such State, Territory, or Tribal government in which all funds received by the State, Territory, or Tribal government from a payment made under section 602 or 603 of the Social Security Act have been expended or returned to, or recovered by, the Secretary.

COVID–19 means the Coronavirus Disease 2019.

COVID–19 public health emergency means the period beginning on January 27, 2020 and until the termination of the national emergency concerning the COVID–19 outbreak declared pursuant to the National Emergencies Act (50 U.S.C. 1601 *et seq.*).

Deposit means an extraordinary payment of an accrued, unfunded liability. The term deposit does not refer to routine contributions made by an employer to pension funds as part of the employer's obligations related to payroll, such as either a pension contribution consisting of a normal cost component related to current employees or a component addressing the amortization of unfunded liabilities calculated by reference to the employer's payroll costs.

Eligible employer means an employer of an eligible worker who performs essential work.

Eligible workers means workers needed to maintain continuity of operations of essential critical infrastructure sectors, including health care; emergency response; sanitation, disinfection, and cleaning work; maintenance work; grocery stores, restaurants, food production, and food delivery; pharmacy; biomedical research; behavioral health work; medical testing and diagnostics; home- and community-based health care or assistance with activities of daily living; family or child care; social services work; public health work; vital services to Tribes; any work performed by an employee of a State, local, or Tribal government; educational work, school nutrition work, and other work required to operate a school facility; laundry work; elections work; solid waste or hazardous materials management, response, and cleanup work; work requiring physical interaction with patients; dental care work; transportation and warehousing; work at hotel and commercial lodging facilities that are used for COVID–19 mitigation and containment; work in a mortuary; work in critical clinical research, development, and testing necessary for COVID–19 response.

(1) With respect to a recipient that is a metropolitan city, nonentitlement unit of local government, or county, workers in any additional sectors as each chief executive officer of such recipient may designate as critical to protect the health and well-being of the residents of their metropolitan city, nonentitlement unit of local government, or county; or

(2) With respect to a State, Territory, or Tribal government, workers in any additional sectors as each Governor of a State or Territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, Territory, or Tribal government.

Essential work means work that:

(1) Is not performed while teleworking from a residence; and

(2) Involves:

(i) Regular in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or

(ii) Regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work.

Funds means, with respect to a recipient, amounts provided to the recipient pursuant to a payment made under section 602(b) or 603(b) of the Social Security Act or transferred to the recipient pursuant to section 603(c)(4) of the Social Security Act.

General revenue means money that is received from tax revenue, current charges, and miscellaneous general revenue, excluding refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and intergovernmental transfers from the Federal Government, including transfers made pursuant to section 9901 of the American Rescue Plan Act. General revenue does not include revenues from utilities. Revenue from Tribal business enterprises must be included in general revenue.

Intergovernmental transfers means money received from other governments, including grants and shared taxes.

Metropolitan city has the meaning given that term in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)) and includes cities that relinquish or defer their status as a metropolitan city for purposes of receiving allocations under section 106 of such Act (42 U.S.C. 5306) for fiscal year 2021.

Net reduction in total spending is measured as the State or Territory's total spending for a given reporting year excluding its spending of funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States.

Nonentitlement unit of local government means a "city," as that term is defined in section 102(a)(5) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(5)), that is not a metropolitan city.

Nonprofit means a nonprofit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) of the Internal Revenue Code.

Obligation means an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.

Pension fund means a defined benefit plan and does not include a defined contribution plan.

Premium pay means an amount of up to $13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID–19 public health emergency. Such amount may not exceed $25,000 with respect to any single eligible worker. Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is:

(1) With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to $13 per hour with no reduction, substitution, offset, or other diminishment of the eligible worker's previous, current, or prospective wages or remuneration; or

(2) With regard to work that the eligible worker continues to perform, pay of up to $13 that is in addition to the eligible worker's regular rate of wages or remuneration, with no reduction, substitution, offset, or other diminishment of the workers' current and prospective wages or remuneration.

Qualified census tract has the same meaning given in 26 U.S.C. 42(d)(5)(B)(ii)(I).

Recipient means a State, Territory, Tribal government, metropolitan city, nonentitlement unit of local government, county, or unit of general local government that receives a payment made under section 602(b) or 603(b) of the Social Security Act or transfer pursuant to section 603(c)(4) of the Social Security Act.

Reporting year means a single year or partial year within the covered period, aligned to the current fiscal year of the State or Territory during the covered period.

Secretary means the Secretary of the Treasury.

State means each of the 50 States and the District of Columbia.

Small business means a business concern or other organization that:

(1) Has no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates; and

(2) Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632).

Tax revenue means revenue received from a compulsory contribution that is exacted by a government for public purposes excluding refunds and corrections and, for purposes of § 35.8, intergovernmental transfers. Tax revenue does not include payments for a special privilege granted or service rendered, employee or employer assessments and contributions to finance retirement and social insurance trust systems, or special assessments to pay for capital improvements.

Territory means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, or American Samoa.

Tribal enterprise means a business concern:

(1) That is wholly owned by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments; or

(2) That is owned in part by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments, if all other owners are either United States citizens or small business concerns, as these terms are used and consistent with the definitions in 15 U.S.C. 657a(b)(2)(D).

Tribal government means the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published by the Bureau of Indian Affairs on January 29, 2021, pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).

Unemployment rate means the U–3 unemployment rate provided by the Bureau of Labor Statistics as part of the Local Area Unemployment Statistics program, measured as total unemployment as a percentage of the civilian labor force.

Unemployment trust fund means an unemployment trust fund established under section 904 of the Social Security Act (42 U.S.C. 1104).

Unit of general local government has the meaning given to that term in section 102(a)(1) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(1)).

Unserved and underserved households or businesses means one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

§ 35.4 Reservation of authority, reporting.

(a) *Reservation of authority.* Nothing in this subpart shall limit the authority of the Secretary to take action to enforce conditions or violations of law, including actions necessary to prevent evasions of this subpart.

(b) *Extensions or accelerations of timing.* The Secretary may extend or accelerate any deadline or compliance date of this subpart, including reporting requirements that implement this subpart, if the Secretary determines that such extension or acceleration is appropriate. In determining whether an extension or acceleration is appropriate, the Secretary will consider the period of time that would be extended or accelerated and how the modified timeline would facilitate compliance with this subpart.

(c) *Reporting and requests for other information.* During the covered period, recipients shall provide to the Secretary periodic reports providing detailed accounting of the uses of funds, all modifications to a State or Territory's tax revenue sources, and such other information as the Secretary may require for the administration of this section. In addition to regular reporting requirements, the Secretary may request other additional information as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of this subpart. False statements or claims made to the Secretary may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in Federal awards or contracts, and/or any other remedy available by law.

§ 35.5 Use of funds.

(a) *In general.* A recipient may only use funds to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024, for one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in section § 35.6, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable.

(b) *Costs incurred.* A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.

(c) *Return of funds.* A recipient must return any funds not obligated by December 31, 2024, and any funds not expended to cover such obligations by December 31, 2026.

§ 35.6 Eligible uses.

(a) *In general.* Subject to §§ 35.7 and 35.8, a recipient may use funds for one or more of the purposes described in paragraphs (b) through (e) of this section

(b) *Responding to the public health emergency or its negative economic impacts.* A recipient may use funds to respond to the public health emergency or its negative economic impacts, including for one or more of the following purposes:

(1) *COVID–19 response and prevention.* Expenditures for the mitigation and prevention of COVID–19, including:

(i) Expenses related to COVID–19 vaccination programs and sites, including staffing, acquisition of equipment or supplies, facilities costs, and information technology or other administrative expenses;

(ii) COVID–19-related expenses of public hospitals, clinics, and similar facilities;

(iii) COVID–19 related expenses in congregate living facilities, including skilled nursing facilities, long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities;

(iv) Expenses of establishing temporary public medical facilities and other measures to increase COVID–19 treatment capacity, including related construction costs and other capital investments in public facilities to meet COVID–19-related operational needs;

(v) Expenses of establishing temporary public medical facilities and other measures to increase COVID–19 treatment capacity, including related construction costs and other capital investments in public facilities to meet COVID–19-related operational needs;

(vi) Costs of providing COVID–19 testing and monitoring, contact tracing, and monitoring of case trends and genomic sequencing for variants;

(vii) Emergency medical response expenses, including emergency medical transportation, related to COVID–19;

(viii) Expenses for establishing and operating public telemedicine capabilities for COVID–19-related treatment;

(ix) Expenses for communication related to COVID–19 vaccination programs and communication or enforcement by recipients of public health orders related to COVID–19;

(x) Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment;

(xi) Expenses for disinfection of public areas and other facilities in

response to the COVID–19 public health emergency;

(xii) Expenses for technical assistance to local authorities or other entities on mitigation of COVID–19-related threats to public health and safety;

(xiii) Expenses for quarantining or isolation of individuals;

(xiv) Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID–19 public health precautions;

(xv) Expenses for treatment of the long-term symptoms or effects of COVID–19, including post-intensive care syndrome;

(xvi) Expenses for the improvement of ventilation systems in congregate settings, public health facilities, or other public facilities;

(xvii) Expenses related to establishing or enhancing public health data systems; and

(xviii) Mental health treatment, substance misuse treatment, and other behavioral health services.

(2) *Public health and safety staff.* Payroll and covered benefit expenses for public safety, public health, health care, human services, and similar employees to the extent that the employee's time is spent mitigating or responding to the COVID–19 public health emergency.

(3) *Hiring State and local government staff.* Payroll, covered benefit, and other costs associated with the recipient increasing the number of its employees up to the number of employees that it employed on January 27, 2020.

(4) *Assistance to unemployed workers.* Assistance, including job training, for individuals who want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work.

(5) *Contributions to State unemployment insurance trust funds.* Contributions to an unemployment trust fund up to the level required to restore the unemployment trust fund to its balance on January 27, 2020 or to pay back advances received under Title XII of the Social Security Act (42 U.S.C. 1321) for the payment of benefits between January 27, 2020 and May 17, 2021.

(6) *Small businesses.* Assistance to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, that responds to the negative economic impacts of the COVID–19 public health emergency.

(7) *Nonprofits.* Assistance to nonprofit organizations, including loans, grants, in-kind assistance, technical assistance or other services, that responds to the negative economic impacts of the COVID–19 public health emergency.

(8) *Assistance to households.* Assistance programs, including cash assistance programs, that respond to the COVID–19 public health emergency.

(9) *Aid to impacted industries.* Aid to tourism, travel, hospitality, and other impacted industries that responds to the negative economic impacts of the COVID–19 public health emergency.

(10) *Expenses to improve efficacy of public health or economic relief programs.* Administrative costs associated with the recipient's COVID–19 public health emergency assistance programs, including services responding to the COVID–19 public health emergency or its negative economic impacts, that are not federally funded.

(11) *Survivor's benefits.* Benefits for the surviving family members of individuals who have died from COVID–19, including cash assistance to widows, widowers, or dependents of individuals who died of COVID–19.

(12) *Disproportionately impacted populations and communities.* A program, service, or other assistance that is provided in a qualified census tract, that is provided to households and populations living in a qualified census tract, that is provided by a Tribal government, or that is provided to other households, businesses, or populations disproportionately impacted by the COVID–19 public health emergency, such as:

(i) Programs or services that facilitate access to health and social services, including:

(A) Assistance accessing or applying for public benefits or services;

(B) Remediation of lead paint or other lead hazards; and

(C) Community violence intervention programs;

(ii) Programs or services that address housing insecurity, lack of affordable housing, or homelessness, including:

(A) Supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless;

(B) Development of affordable housing to increase supply of affordable and high-quality living units; and

(C) Housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity and to reduce concentrated areas of low economic opportunity;

(iii) Programs or services that address or mitigate the impacts of the COVID–19 public health emergency on education, including:

(A) New or expanded early learning services;

(B) Assistance to high-poverty school districts to advance equitable funding across districts and geographies; and

(C) Educational and evidence-based services to address the academic, social, emotional, and mental health needs of students; and

(iv) Programs or services that address or mitigate the impacts of the COVID–19 public health emergency on childhood health or welfare, including:

(A) New or expanded childcare;

(B) Programs to provide home visits by health professionals, parent educators, and social service professionals to individuals with young children to provide education and assistance for economic support, health needs, or child development; and

(C) Services for child welfare-involved families and foster youth to provide support and education on child development, positive parenting, coping skills, or recovery for mental health and substance use.

(c) *Providing premium pay to eligible workers.* A recipient may use funds to provide premium pay to eligible workers of the recipient who perform essential work or to provide grants to eligible employers, provided that any premium pay or grants provided under this paragraph (c) must respond to eligible workers performing essential work during the COVID–19 public health emergency. A recipient uses premium pay or grants provided under this paragraph (c) to respond to eligible workers performing essential work during the COVID–19 public health emergency if it prioritizes low- and moderate-income persons. The recipient must provide, whether for themselves or on behalf of a grantee, a written justification to the Secretary of how the premium pay or grant provided under this paragraph (c) responds to eligible workers performing essential work if the premium pay or grant would increase an eligible worker's total wages and remuneration above 150 percent of such eligible worker's residing State's average annual wage for all occupations or their residing county's average annual wage, whichever is higher.

(d) *Providing government services.* For the provision of government services to the extent of a reduction in the recipient's general revenue, calculated according to paragraphs (d)(1) and (2) of this section.

(1) *Frequency.* A recipient must calculate the reduction in its general revenue using information as-of December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023 (each, a calculation date) and following each calculation date.

(2) *Calculation.* A reduction in a recipient's general revenue equals:

$$Max\ \{[Base\ Year\ Revenue * (1 + Growth\ Adjustment)^{\left(\frac{n_t}{12}\right)}] - Actual\ General\ Revenue_t; 0\}$$

Where:

Base Year Revenue is the recipient's general revenue for the most recent full fiscal year prior to the COVID–19 public health emergency;

Growth Adjustment is equal to the greater of 4.1 percent (or 0.041) and the recipient's average annual revenue growth over the three full fiscal years prior to the COVID–19 public health emergency.

n equals the number of months elapsed from the end of the base year to the calculation date.

Actual General Revenue is a recipient's actual general revenue collected during 12-month period ending on each calculation date;

Subscript *t* denotes the specific calculation date.

(e) *To make necessary investments in infrastructure.* A recipient may use funds to make investments in:

(1) *Clean Water State Revolving Fund and Drinking Water State Revolving Fund investments.* Projects or activities of the type that would be eligible under section 603(c) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)) or section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12); or,

(2) *Broadband.* Broadband infrastructure that is designed to provide service to unserved or underserved households and businesses and that is designed to, upon completion:

(i) Reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or

(ii) In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, to provide service meeting the standards set forth in paragraph (e)(2)(i) of this section:

(A) Reliably meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed; and

(B) Be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

§ 35.7 Pensions.

A recipient may not use funds for deposit into any pension fund.

§ 35.8 Tax.

(a) *Restriction.* A State or Territory shall not use funds to either directly or indirectly offset a reduction in the net tax revenue of the State or Territory resulting from a covered change during the covered period.

(b) *Violation.* Treasury will consider a State or Territory to have used funds to offset a reduction in net tax revenue if, during a reporting year:

(1) *Covered change.* The State or Territory has made a covered change that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of reducing tax revenue relative to current law;

(2) *Exceeds the de minimis threshold.* The aggregate amount of the measured or predicted reductions in tax revenue caused by covered changes identified under paragraph (b)(1) of this section, in the aggregate, exceeds 1 percent of the State's or Territory's baseline;

(3) *Reduction in net tax revenue.* The State or Territory reports a reduction in net tax revenue, measured as the difference between actual tax revenue and the State's or Territory's baseline, each measured as of the end of the reporting year; and

(4) *Consideration of other changes.* The aggregate amount of measured or predicted reductions in tax revenue caused by covered changes is greater than the sum of the following, in each case, as calculated for the reporting year:

(i) The aggregate amount of the expected increases in tax revenue caused by one or more covered changes that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of increasing tax revenue; and

(ii) Reductions in spending, up to the amount of the State's or Territory's net reduction in total spending, that are in:

(A) Departments, agencies, or authorities in which the State or Territory is not using funds; and

(B) Departments, agencies, or authorities in which the State or Territory is using funds, in an amount equal to the value of the spending cuts in those departments, agencies, or authorities, minus funds used.

(c) *Amount and revenue reduction cap.* If a State or Territory is considered to be in violation pursuant to paragraph (b) of this section, the amount used in violation of paragraph (a) of this section is equal to the lesser of:

(1) The reduction in net tax revenue of the State or Territory for the reporting year, measured as the difference between the State's or Territory's baseline and its actual tax revenue, each measured as of the end of the reporting year; and,

(2) The aggregate amount of the reductions in tax revenues caused by covered changes identified in paragraph (b)(1) of this section, minus the sum of the amounts in identified in paragraphs (b)(4)(i) and (ii).

§ 35.9 Compliance with applicable laws.

A recipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and a recipient shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.

§ 35.10 Recoupment.

(a) *Identification of violations*—(1) *In general.* Any amount used in violation of § 35.5, § 35.6, or § 35.7 may be identified at any time prior to December 31, 2026.

(2) *Annual reporting of amounts of violations.* On an annual basis, a recipient that is a State or Territory must calculate and report any amounts used in violation of § 35.8.

(b) *Calculation of amounts subject to recoupment*—(1) *In general.* Except as provided in paragraph (b)(2) of this section, Treasury will calculate any amounts subject to recoupment resulting from a violation of § 35.5, § 35.6, or § 35.7 as the amounts used in violation of such restrictions.

(2) *Violations of § 35.8.* Treasury will calculate any amounts subject to recoupment resulting from a violation of § 35.8, equal to the lesser of:

(i) The amount set forth in § 35.8(c); and,

(ii) The amount of funds received by such recipient.

(c) *Notice.* If Treasury calculates an amount subject to recoupment under paragraph (b) of this section, Treasury will provide the recipient a written notice of the amount subject to recoupment along with an explanation of such amounts.

(d) *Request for reconsideration.* Unless Treasury extends the time period, within 60 calendar days of receipt of a notice of recoupment provided under paragraph (c) of this section, a recipient may submit a written request to Treasury requesting reconsideration of any amounts subject to recoupment under paragraph (b) of this section. To request reconsideration of any amounts subject to recoupment, a recipient must submit to Treasury a written request that includes:

(1) An explanation of why the recipient believes all or some of the amount should not be subject to recoupment; and

(2) A discussion of supporting reasons, along with any additional information.

(e) *Final amount subject to recoupment.* Unless Treasury extends the time period, within 60 calendar days of receipt of the recipient's request for reconsideration provided pursuant to paragraph (d) of this section, the recipient will be notified of the Secretary's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the recipient's supporting reasons and consideration of additional information provided.

(f) *Repayment of funds.* Unless Treasury extends the time period, a recipient shall repay to the Secretary any amounts subject to recoupment in accordance with instructions provided by Treasury:

(1) Within 120 calendar days of receipt of the notice of recoupment provided under paragraph (c) of this section, in the case of a recipient that does not submit a request for reconsideration in accordance with the requirements of paragraph (d) of this section; or

(2) Within 120 calendar days of receipt of the Secretary's decision under paragraph (e) of this section, in the case of a recipient that submits a request for reconsideration in accordance with the requirements of paragraph (d) of this section.

§ 35.11 Payments to States.

(a) *In general.* With respect to any State or Territory that has an unemployment rate as of the date that it submits an initial certification for payment of funds pursuant to section 602(d)(1) of the Social Security Act that is less than two percentage points above its unemployment rate in February 2020, the Secretary will withhold 50 percent of the amount of funds allocated under section 602(b) of the Social Security Act to such State or territory until the date that is twelve months from the date such initial certification is provided to the Secretary.

(b) *Payment of withheld amount.* In order to receive the amount withheld under paragraph (a) of this section, the State or Territory must submit to the Secretary at least 30 days prior to the date referenced in paragraph (a) the following information:

(1) A certification, in the form provided by the Secretary, that such State or Territory requires the payment to carry out the activities specified in section 602(c) of the Social Security Act and will use the payment in compliance with section 602(c) of the Social Security Act; and,

(2) Any reports required to be filed by that date pursuant to this subpart that have not yet been filed.

§ 35.12 Distributions to nonentitlement units of local government and units of general local government.

(a) *Nonentitlement units of local government.* Each State or Territory that receives a payment from Treasury pursuant to section 603(b)(2)(B) of the Social Security Act shall distribute the amount of the payment to nonentitlement units of government in such State or Territory in accordance with the requirements set forth in section 603(b)(2)(C) of the Social Security Act and without offsetting any debt owed by such nonentitlement units of local governments against such payments.

(b) *Budget cap.* A State or Territory may not make a payment to a nonentitlement unit of local government pursuant to section 603(b)(2)(C) of the Social Security Act and paragraph (a) of this section in excess of the amount equal to 75 percent of the most recent budget for the nonentitlement unit of local government as of January 27, 2020. A State or Territory shall permit a nonentitlement unit of local government without a formal budget as of January 27, 2020, to provide a certification from an authorized officer of the nonentitlement unit of local government of its most recent annual expenditures as of January 27, 2020, and a State or Territory may rely on such certification for purposes of complying with this paragraph (b).

(c) *Units of general local government.* Each State or Territory that receives a payment from Treasury pursuant to section 603(b)(3)(B)(ii) of the Social Security Act, in the case of an amount to be paid to a county that is not a unit of general local government, shall distribute the amount of the payment to units of general local government within such county in accordance with the requirements set forth in section 603(b)(3)(B)(ii) of the Social Security Act and without offsetting any debt owed by such units of general local government against such payments.

(d) *Additional conditions.* A State or Territory may not place additional conditions or requirements on distributions to nonentitlement units of local government or units of general local government beyond those required by section 603 of the Social Security Act or this subpart.

Laurie Schaffer,

Acting General Counsel.

[FR Doc. 2021–10283 Filed 5–13–21; 11:15 am]

BILLING CODE 4810–AK–P

Compliance and Reporting Guidance

State and Local Fiscal Recovery Funds



June 24, 2021

Version: 1.1

Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

This guidance provides additional detail and clarification for each recipient's compliance and reporting responsibilities under the SLFRF program, and should be read in concert with the Award Terms and Conditions, the authorizing statute, the SLFRF implementing regulation, and other regulatory and statutory requirements, including regulatory requirements under the Uniform Guidance (2 CRF Part 200). Please see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number), 21.027 for more information.

Please Note: This guidance document applies to the SLFRF program only and does not change nor impact reporting and compliance requirements for the Coronavirus Relief Fund ("CRF") established by the CARES Act.

This guidance includes two parts:

Part 1: General Guidance

This section provides an orientation to recipients' compliance responsibilities and the U.S. Department of the Treasury's ("Treasury") expectations and recommends best practices where appropriate under the SLFRF Program.

A. Key Principles..... P. 3
B. Statutory Eligible Uses..... P. 3
C. Treasury's Rulemaking..... P. 4
D. Uniform Guidance (2 CFR Part 200)..... P. 6
E. Award Terms and Conditions..... P. 10

Part 2: Reporting Requirements

This section provides information on the reporting requirements for the SLFRF program.

A. Interim Report..... P. 13
B. Project and Expenditure Report..... P. 15
C. Recovery Plan Performance Report..... P. 23

Appendix 1: Expenditure Categories..... P. 31
Appendix 2: Evidenced-Based Intervention Additional Information..... P. 33

Part 1: General Guidance

This section provides an orientation on recipients' compliance responsibilities and Treasury's expectations and recommended best practices where appropriate under the SLFRF program.

Recipients under the SLFRF program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive a SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

A. Key Principles

There are several guiding principles for developing your own effective compliance regimes:

- Recipients and subrecipients are the first line of defense, and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
- Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
- SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
- Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

B. Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an Interim Final Rule to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.[1] It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

C. Treasury's Rule

Treasury's Interim Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

1. **Eligible and Restricted Uses of SLFRF Funds.** As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

   To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

   - A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
   - Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
   - A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
   - A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and
   - A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

   Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative

[1] Treasury's Interim Final Rule is effective as of May 17, 2021, and public comments are due July 16, 2021. This guidance may be clarified consistent with the final rule. https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf

interpretation; and, recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

2. **Eligible Costs Timeframe.** Your organization, as a recipient of an SLFRF award, may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the recipient State, territorial, local, or Tribal government prior to March 3, 2021 are not eligible, as provided for in Treasury's Interim Final Rule.

   Recipients may use SLFRF award funds to provide assistance to households, businesses, and individuals within the eligible use categories described in Treasury's Interim Final Rule for costs that those households, businesses and individuals incurred prior to March 3, 2021. For example,

   a. Public Health/Negative Economic Impacts: Recipients may use SLFRF award funds to provide assistance to households – such as rent, mortgage, or utility assistance – for costs incurred by the household prior to March 3, 2021, provided that the recipient State, territorial, local or Tribal government did not incur the cost of providing such assistance prior to March 3, 2021.
   b. Premium Pay: Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be "in addition to" wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
   c. Revenue Loss: Treasury's Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue begins with the recipient's revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
   d. Investments in Water, Sewer, and Broadband: Recipients may use SLFRF award funds to make necessary investments in water, sewer, and broadband. Recipients may use SLFRF award funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the SLFRF award funds were incurred after March 3, 2021.

   Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors. For the purposes of determining expenditure eligibility, Treasury's Interim Final Rule provides that "incurred" has the same meaning given to "financial obligation" in 2 CFR § 200.1.

3. **Reporting.** Generally, recipients must submit one initial interim report, quarterly or annual Project and Expenditure reports which include subaward reporting, and in some cases annual Recovery Plan reports. Treasury's Interim Final Rule and Part 2 of this guidance provide more detail around SLFRF reporting requirements.

Assistance Listing

The Assistance Listing for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) was published May 28, 2021 on SAM.gov under Assistance Listing Number ("ALN"), formerly known as CFDA Number, **21.027**.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The ALN is the unique 5-digit number assigned to identify a federal assistance listing, and can be used to search for federal assistance program information, including funding opportunities, spending on USASpending.gov, or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines Treasury issued initial payments under an existing ALN, 21.019, assigned to the CRF. If you have already received funds or captured the initial number in your records, please update your systems and reporting to reflect the new ALN 21.027 for the SLFRF program. **Recipients must use ALN 21.027 for all financial accounting, subawards, and associated program reporting requirements for the SLFRF awards.**

D. Uniform Administrative Requirements

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. Recipients should consider how and whether certain aspects of the Uniform Guidance apply.

The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

1. **Allowable Activities.** Each recipient should review program requirements, including Treasury's Interim Final Rule and the recipient's Award Terms and Conditions, to determine and record eligible uses of SLFRF funds. Per 2 CFR 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

2. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.[2]

Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed, or not in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.[3] Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.[4][5] Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of SLFRF award funds. Please see Treasury's Interim Final Rule for details.

3. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9).

   As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

4. **Eligibility.** Under this program, recipients are responsible for ensuring funds are used for eligible purposes. Generally, recipients must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for

[2] See 42 CFR 433.51 and 45 CFR 75.306.
[3] Recipients also may use SLFRF funds directly for administrative costs to improve efficacy of programs that respond to the COVID-19 public health emergency. 31 CFR 35.6(b)(10).
[4] 2 CFR 200.413 Direct Costs.
[5] 2 CFR 200.414 Indirect Costs.

determining the eligibility of beneficiaries and/or subrecipients. Your organization, and if applicable, the subrecipient(s) administering a program on behalf of your organization, will need to maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility including a valid SAM.gov registration. Implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.

5. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

6. **Matching, Level of Effort, Earmarking.** There are no matching, level of effort, or earmarking compliance responsibilities associated with the SLFRF award. SLFRF funds may only be used for non-Federal match in other programs where costs are eligible under both SLFRF and the other program and use of such funds is not prohibited by the other program.

7. **Period of Performance.** Your organization should also develop and implement internal controls related to activities occurring outside the period of performance. For example, each recipient should articulate each project's policy on allowability of costs incurred prior to award or start of the period of performance. All funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.

8. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate.[6] Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

9. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds

[6] 2 CFR 200.320(c)(1)-(3) and (5)

should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.

10. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of this guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

    In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities.

11. **Subrecipient Monitoring.** SLFRF recipients that are pass-through entities as defined under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

    First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

    Next, your organization will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

    Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

12. **Special Tests and Provisions.** Treasury has set a deadline of July 16, 2021, for receipt of public comment on its Interim Final Rule and will adopt a final rule responding to these comments. In addition, Treasury may add clarifications to the implementing guidance.

Across each of the compliance requirements above, Treasury described some best practices for development of internal controls. The table below provides a brief description and example of each best practice.

Table 1: Internal controls best practices

Best Practice	Description	Example
Written policies and procedures	Formal documentation of recipient policies and procedures	Documented procedure for determining worker eligibility for premium pay
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics
Record maintenance and retention	Creation and storage of financial and non-financial records.	Storage of all subrecipient payment information.

E. Award Terms and Conditions

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury's Interim Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

1. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.[7]

2. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

3. **Single Audit Requirements.** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.[8] Recipients and subrecipients may also refer to the Office of

[7] See flexibility provided in https://www.whitehouse.gov/wp-content/uploads/2021/03/M_21_20.pdf.
[8] For-profit entities that receive SLFRF subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury, the GAO, the PRAC and the Treasury's OIG.

Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

4. **Civil Rights Compliance**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

   In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

Part 2: Reporting Guidance

There are three types of reporting requirements for the SLFRF program.

- **Interim Report:** Provide initial overview of status and uses of funding. This is a one-time report. **See Section A, page 13.**
- **Project and Expenditure Report:** Report on projects funded, expenditures, and contracts and subawards over $50,000, and other information. **See Section B, page 15.**
- **Recovery Plan Performance Report:** The Recovery Plan Performance Report (the "Recovery Plan") will provide information on the projects that large recipients are undertaking with program funding and how they plan to ensure program outcomes are achieved in an effective, efficient, and equitable manner. It will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury. The Recovery Plan will be posted on the website of the recipient as well as provided to Treasury. **See Section C, page 23.**

Table 2: Reporting requirements by recipient type

<table>
<tr><th>Recipient</th><th>Interim Report</th><th>Project and Expenditure Report</th><th>Recovery Plan Performance Report</th></tr>
<tr><td>States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents</td><td rowspan="4">By August 31, 2021, with expenditures by category</td><td rowspan="3">By October 31, 2021, and then 30 days after the end of each quarter thereafter[9]</td><td>By August 31, 2021, and annually thereafter by July 31 [10]</td></tr>
<tr><td>Metropolitan cities and counties with a population below 250,000 residents which received more than $5 million in SLFRF funding</td><td rowspan="4">Not required</td></tr>
<tr><td>Tribal Governments</td></tr>
<tr><td>Metropolitan cities and counties with a population below 250,000 residents which received less than $5 million in SLFRF funding</td><td rowspan="2">By October 31, 2021, and then annually thereafter[11]</td></tr>
<tr><td>NEUs</td><td>Not required</td></tr>
</table>

The remainder of this document describes these reporting requirements. A users' guide will be provided with additional information on how and where to submit required reports.

[9] Interim Final Rule Page 111
[10] Interim Final Rule page 112
[11] Interim Final Rule Page 111

Comparison to reporting for the CRF

This guidance does not change the reporting or compliance requirements pertaining to the CRF. Reporting and compliance requirements for the SLFRF are separate from CRF reporting requirements. Changes from CRF to SLFRF include:

- **Project, Expenditure, and Subaward Reporting**: The SLFRF reporting requirements leverage the existing reporting regime used for CRF to foster continuity and provide many recipients with a familiar reporting mechanism. The data elements for the Project and Expenditure Report will largely mirror those used for CRF, with some minor exceptions noted in this guidance. The users' guide will describe how reporting for CRF funds will relate to reporting for the SLFRF.
- **Timing of Reports**: CRF reports were due within 10 days of each calendar quarter. SLFRF quarterly reporting will be due 30 days from quarter end.
- **Program and Performance Reporting**: The CRF reporting did not include any program or performance reporting. To build public awareness and accountability and allow Treasury to monitor compliance with eligible uses, some program and performance reporting is required.

A. Interim Report

States, U.S. territories, metropolitan cities, counties, and Tribal governments are required to submit a one-time interim report with expenditures[12] by Expenditure Category from the date of award to July 31, 2021. The recipient will be required to enter obligations[13] and expenditures and, for each, select the specific expenditure category from the available options. See Appendix 1 for Expenditure Categories (EC).

1. Required Programmatic Data

Recipients will also be required to provide the following information if they have or plan to have expenditures in the following Expenditure Categories.

a. Revenue replacement (EC 6.1[14]): Key inputs into the revenue replacement formula in the Interim Final Rule and estimated revenue loss due to the Covid-19 public health emergency calculated using the formula in the Interim Final Rule as of December 31, 2020.

- Base year general revenue (e.g., revenue in the last full fiscal year prior to the public health emergency)
- Fiscal year end date
- Growth adjustment used (either 4.1 percent or average annual general revenue growth over 3 years prior to pandemic)
- Actual general revenue as of the twelve months ended December 31, 2020
- Estimated revenue loss due to the Covid-19 public health emergency as of December 31, 2020
- An explanation of how revenue replacement funds were allocated to government services (Note: additional instructions and/or template to be provided in users' guide)

[12] For purposes of reporting in the SLFRF portal, an expenditure is the amount that has been incurred as a liability of the entity (the service has been rendered or the good has been delivered to the entity).
[13] For purposes of reporting in the SLFRF portal, an obligation is an order placed for property and services, contracts and subawards made, and similar transactions that require payment.
[14] See Appendix 1 for the full Expenditure Category (EC) list. References to Expenditure Categories are identified by "EC" followed by numbers from the table in Appendix 1.

In calculating general revenue and the other items discussed above, recipients should use audited data if it is available. When audited data is not available, recipients are not required to obtain audited data if substantially accurate figures can be produced on an unaudited basis. Recipients should use their own data sources to calculate general revenue, and do not need to rely on revenue data published by the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients' self-reported general revenue figures may differ from those published by the Census Bureau. Recipients may provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required. Recipients' reporting should align with their own financial reporting.

In calculating general revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a State to a locality pursuant to the CRF or SLFRF. To the extent federal funds are passed through States or other entities or intermingled with other funds, recipients should attempt to identify and exclude the federal portion of those funds from the calculation of general revenue on a best-efforts basis.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of reduction in revenue, recipients will be required to submit a description of services provided. This description may be in narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with $100 in revenue replacement funds available could indicate that $50 were used for law enforcement operating expenses and $50 were used for pay-go building of sidewalk infrastructure. As discussed in the Interim Final Rule, these services can include a broad range of services but may not be used directly for pension deposits or debt service.

Reporting requirements will not require tracking the indirect effects of Fiscal Recovery Funds, apart from the restrictions on use of Fiscal Recovery Funds to offset a reduction in net tax revenue. In addition, recipients must indicate that Fiscal Recovery Funds were not used to make a deposit in a pension fund.

b. Distributions to NEUs - States and territories only (EC 7.4): Information on SLFRF distributions to eligible NEUs. Each State and territory will be asked to provide an update on distributions to individual NEUs, including whether the NEU has (1) received funding; (2) declined funding and requested a transfer to the State under Section 603(c)(4) of the Act; or (3) not taken action on its funding. States and territories should be prepared to report on their information, including the following:

- NEU name
- NEU DUNS number
- NEU Taxpayer Identification Number (TIN)
- NEU Recipient Number (a unique identification code for each NEU assigned by the State to the NEU as part of the request for funding)
- NEU contact information (e.g., address, point of contact name, point of contact email address, and point of contact phone number)
- NEU authorized representative name and email address
- Initial allocation and, if applicable, subsequent allocation to the NEU (before application of the 75 percent cap)
- Total NEU reference budget (as submitted by the NEU to the State as part of the request for funding)

- Amount of the initial and, if applicable, subsequent allocation above 75 percent of the NEU's reference budget which will be returned to Treasury
- Payment amount(s)
- Payment date(s)

For each eligible NEU that declined funding and requested a transfer to the State under Section 603(c)(4), the State must also attach a form signed by the NEU, as detailed in the Guidance on Distributions of Funds to Non-Entitlement Units of Local Government.

States with "weak" minor civil divisions (i.e., Illinois, Indiana, Kansas, Missouri, Nebraska, North Dakota, Ohio, and South Dakota) should also list any minor civil divisions that the State deemed ineligible.

B. Project and Expenditure Report

All recipients are required to submit Project and Expenditure Reports.

1. Quarterly Reporting

The following recipients are required to submit quarterly Project and Expenditure Reports:
- States, U.S. territories, and Tribal governments
- Metropolitan cities and counties that received more than $5 million in SLFRF funding

For these recipients, the initial quarterly Project and Expenditure Report will cover two calendar quarters from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 calendar days after the end of each calendar quarter. Quarterly reports are not due concurrently with applicable annual reports. The table below summarizes the quarterly report timelines:

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 and 3	Award Date – September 30	October 31, 2021
2	2021	4	October 1 – December 31	January 31, 2022
3	2022	1	January 1 – March 31	April 30, 2022
4	2022	2	April 1 – June 30	July 31, 2022
5	2022	3	July 1 – September 30	October 31, 2022
6	2022	4	October 1 – December 31	January 31, 2023
7	2023	1	January 1 – March 31	April 30, 2023
8	2023	2	April 1 – June 30	July 31, 2023
9	2023	3	July 1 – September 30	October 31, 2023
10	2023	4	October 1 – December 31	January 31, 2024
11	2024	1	January 1 – March 31	April 30, 2024
12	2024	2	April 1 – June 30	July 31, 2024
13	2024	3	July 1 – September 30	October 31, 2024
14	2024	4	October 1 – December 31	January 31, 2025
15	2025	1	January 1 – March 31	April 30, 2025
16	2025	2	April 1 – June 30	July 31, 2025
17	2025	3	July 1 – September 30	October 31, 2025
18	2025	4	October 1 – December 31	January 31, 2026
19	2026	1	January 1 – March 31	April 30, 2026
20	2026	2	April 1 – June 30	July 31, 2026

Report	Year	Quarter	Period Covered	Due Date
21	2026	3	July 1 – September 30	October 31, 2026
22	2026	4	October 1 – December 31	March 31, 2027

2. Annual Reporting

The following recipients are required to submit annual Project and Expenditure Reports:

- Metropolitan cities and counties that received less than $5 million in SLFRF funding.
- NEUs. To facilitate reporting, each NEU will need a NEU Recipient Number. This is a unique identification code for each NEU assigned by the State to the NEU as part of its request for funding.

For these recipients, the initial Project and Expenditure Report will cover from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports will cover one calendar year and must be submitted to Treasury by October 31. The table below summarizes the report timelines:

Report	Period Covered	Due Date
1	Award Date – September 30, 2021	October 31, 2021
2	October 1, 2021 – September 30, 2022	October 31, 2022
3	October 1, 2022 – September 30, 2023	October 31, 2023
4	October 1, 2023 – September 30, 2024	October 31, 2024
5	October 1, 2024 – September 30, 2025	October 31, 2025
6	October 1, 2025 – September 30, 2026	October 31, 2026
7	October 1, 2026 – December 31, 2026	March 31, 2027

3. Required Information

The following information will be required in Project and Expenditure Reports:

a. Projects: Provide information on all SLFRF funded projects. Projects are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, the recipient will be required to enter the project name, identification number (created by the recipient), project expenditure category (see Appendix 1), description, and status of completion. Project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between 50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose. In particular, recipients should review the Required Programmatic Data described below and define their projects at a sufficient level of granularity to report these metrics for a reasonably specific activity or set of activities in each project.

   Note: For each project, the recipient will be asked to select the appropriate Expenditure Category based on the scope of the project (see Appendix 1). Projects should be scoped to align to a single Expenditure Category. For select Expenditure Categories, the recipient will also be asked to provide additional programmatic data (described further below).

b. Expenditures: Once a project is entered the recipient will be able to report on the project's obligations and expenditures. Recipients will be asked to report:
   - Current period obligation
   - Cumulative obligation
   - Current period expenditure
   - Cumulative expenditure

c. Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:
   - Not Started
   - Completed less than 50 percent
   - Completed 50 percent or more
   - Completed

d. Project Demographic Distribution: Recognizing the disproportionate impact of the pandemic-related recession on low-income communities, recipients must report whether certain types of projects[15] are targeted to economically disadvantaged communities, as defined by HUD's Qualified Census Tract.[16] Recipients will be asked to identify whether or not the project is serving an economically disadvantaged community. To minimize the administrative burden on recipients while ensuring that this important aspect of program performance is tracked, recipients may assume that the funds for a project count as being targeted towards economically disadvantaged communities if the project funds are spent on:
   - A program or service is provided at a physical location in a Qualified Census Tract (for multi-site projects, if a majority of sites are within Qualified Census Tracts);
   - A program or service where the primary intended beneficiaries live within a Qualified Census Tract;
   - A program or service for which the eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income for the relevant jurisdiction (e.g., State, county, metropolitan area, or other jurisdiction); or
   - A program or service for which the eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.

   Recipients may use reasonable estimates to determine if a project meets one of these criteria, including identifying the intended beneficiaries of a program or service in terms of income characteristics, geographic location, or otherwise estimating the beneficiaries of a program based on its eligibility criteria. Recipients do not need to track information on each individual beneficiary to make the determination of whether or not the project is serving an economically disadvantaged community. If a recipient is unable to measure economic characteristics of the primary intended beneficiaries of a program or service due to data limitations or for other reasons, that program or service may not be counted as targeted to economically disadvantaged communities. Treasury recognizes that in some circumstances, recipients may fund eligible programs or services that benefit economically disadvantaged communities but may lack adequate data to assess conclusively that such a program or service is targeted to economically disadvantaged communities based on the criteria described above.

e. Subawards: Each recipient shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than or equal to $50,000.

[15] Specifically recipients must report this information for projects in the Expenditure Categories that are marked with "^" in the expenditure category listing in Appendix 1 of this guidance

[16] HUD defines as a QCT as having "50 percent of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25 percent or more." To view median income area for their jurisdiction, recipients may visit the U.S. Census website on median incomes and select the geography for their jurisdiction and relevant unit of measurement (household or individual) for the project.

Recipients do not also need to submit separate monthly subaward reports to FSRS.gov as required pursuant to the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, which is included in the SLFRF Award Terms and Conditions. Treasury will submit this reporting on behalf of recipients using the $50,000 reporting threshold, timing, and data elements discussed in this guidance. If recipients choose to continue reporting to FSRS.gov in addition to reporting directly to Treasury on these funds, they may do so and will be asked to notify Treasury as part of their quarterly submission.

In general, recipients will be asked to provide the following information for each Contract, Grant, Loan, Transfer, or Direct Payment greater than or equal to $50,000:

- Subrecipient identifying and demographic information (e.g., DUNS number and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the recipient)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see below)

Aggregate reporting is required for contracts, grants, transfers made to other government entities, loans, direct payments, and payments to individuals that are below $50,000. This information will be accounted for by expenditure category at the project level.

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. In general, most SLFRF Recipients are governmental entities with executive salaries that are already disclosed, so no additional information must be reported. The recipient is responsible for the subrecipients' compliance with registering and maintaining an updated profile on SAM.gov.

f. Civil Rights Compliance: Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

g. Required Programmatic Data (other than infrastructure projects): For all projects listed under the following Expenditure Categories (see Appendix 1), the information listed must be provided in each report.

1. Payroll for Public Health and Safety Employees (EC 1.9):
   - Number of government FTEs responding to COVID-19 supported under this authority

2. Household Assistance (EC 2.1-2.5):
   - Brief description of structure and objectives of assistance program(s) (e.g., nutrition assistance for low-income households)
   - Number of individuals served (by program if recipient establishes multiple separate household assistance programs)
   - Brief description of recipient's approach to ensuring that aid to households responds to a negative economic impact of Covid-19, as described in the Interim Final Rule

3. Small Business Economic Assistance (EC 2.9):
   - Brief description of the structure and objectives of assistance program(s) (e.g., grants for additional costs related to Covid-19 mitigation)
   - Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)
   - Brief description of recipient's approach to ensuring that aid to small businesses responds to a negative economic impact of COVID-19, as described in the Interim Final Rule

4. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 2.11-2.12):
   - If aid is provided to industries other than travel, tourism, and hospitality (EC 2.12), a description of pandemic impact on the industry and rationale for providing aid to the industry
   - Brief narrative description of how the assistance provided responds to negative economic impacts of the COVID-19 pandemic
   - For each subaward:
     - Sector of employer (Note: additional detail, including list of sectors to be provided in a users' guide)
     - Purpose of funds (e.g., payroll support, safety measure implementation)

5. Rehiring Public Sector Staff (EC 2.14):
   - Number of FTEs rehired by governments under this authority

6. Education Assistance (EC 3.1-3.5):
   - The National Center for Education Statistics ("NCES") School ID or NCES District ID. List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds. These can allow evaluators to link data from the NCES to look at school-level demographics and, eventually, student performance.[17]

[17] For more information on NCES identification numbers see https://nces.ed.gov/ccd/districtsearch/ (districts) and https://nces.ed.gov/ccd/schoolsearch/ (schools).

7. Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2):
   - List of sectors designated as critical to the health and well-being of residents by the chief executive of the jurisdiction, if beyond those included in the Interim Final Rule (Note: a list of sectors will be provided in the forthcoming users' guide).
   - Number of workers to be served
   - Employer sector for all subawards to third-party employers (i.e., employers other than the State, local, or Tribal government) (Note: a list of sectors will be provided in the forthcoming users' guide).
   - For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, for whom premium pay would increase total pay above 150 percent of their residing State's average annual wage, or their residing county's[18] average annual wage, whichever is higher, on an annual basis:
     - A brief written narrative justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19, and why the recipient government determined that the premium pay was responsive to workers performing essential work during the pandemic. This description should not include personally identifiable information; when addressing individual workers, recipients should be careful not to include this information. Recipients may consider describing the workers' occupations and duties in a general manner as necessary to protect privacy.

8. Revenue replacement (EC 6.1):
   Under the Interim Final Rule, recipients calculate revenue loss using data as of four discrete points during the program: December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023. Revenue loss calculated as of December 31, 2020 will be reported in the Interim Report, as described above. For future calculation dates, revenue loss will be reported only in the Quarter 4 reports due January 31, 2022, January 31, 2023, and January 31, 2024. Reporting on revenue loss should include:
   - General revenue collected over the past 12 months as of the most recent calculation date, as outlined in the Interim Final Rule (for example, for the January 31, 2022 report, recipients should provide 12 month general revenue as of December 31, 2021);
   - Calculated revenue loss due to the Covid-19 public health emergency; and
   - An explanation of how the revenue replacement funds were allocated to government services (note: additional instructions and/or template to be provided in user guide).

   In calculating general revenue and the revenue loss due to the COVID-19 public health emergency, recipients should follow the same guidance as described above for the Interim Report.

h. Required Programmatic Data for Infrastructure Projects (EC 5): For all projects listed under the Water, Sewer, and Broadband Expenditure Categories (see Appendix 1), more detailed project-level information is required. Each project will be required to report expenditure data as described above, but will also report the following information:

[18] *County* means a county, parish, or other equivalent county division (as defined by the Census Bureau). See 31 CFR 35.3.

1. All infrastructure projects (EC 5):
   - Projected/actual construction start date (month/year)
   - Projected/actual initiation of operations date (month/year)
   - Location (for broadband, geospatial location data)
   - For projects over $10 million:
     a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
        - The number of employees of contractors and sub-contractors working on the project;
        - The number of employees on the project hired directly and hired through a third party;
        - The wages and benefits of workers on the project by classification; and
        - Whether those wages are at rates less than those prevailing.[19]

        Recipients must maintain sufficient records to substantiate this information upon request.
     b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
        - How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
        - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
        - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
        - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
        - Whether the project has completed a project labor agreement.
     c. Whether the project prioritizes local hires.
     d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

[19] As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

2. Water and sewer projects (EC 5.1-5.15):
    - National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
    - Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

3. Broadband projects (EC 5.16-5.17):
    - Speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering
    - Technology to be deployed
    - Miles of fiber
    - Cost per mile
    - Cost per passing
    - Number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload
        - Number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download
        - Number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    - Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization
        - Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and
        - Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

i. Distributions to NEUs - States and territories only (EC 7.4): Information on SLFRF distributions to eligible NEUs. Each State and territory will be asked to provide an update on distributions to individual NEUs, including whether the NEU has (1) received funding; (2) declined funding and requested a transfer to the State under Section 603(c)(4) of the Act; or (3) not taken action on its funding. States and territories should be prepared to report on their information, including the following:
    - NEU name
    - NEU DUNS number
    - NEU Taxpayer Identification Number (TIN)
    - NEU Recipient Number (a unique identification code for each NEU assigned by the State to the NEU as part of the request for funding)
    - NEU contact information (e.g., address, point of contact name, point of contact email address, and point of contact phone number)
    - NEU authorized representative name and email address
    - Initial allocation and, if applicable, subsequent allocation to the NEU (before application of the 75 percent cap)
    - Total NEU reference budget (as submitted by the NEU to the State as part of the request for funding)
    - Amount of the initial and, if applicable, subsequent allocation above 75 percent of the NEU's reference budget which will be returned to Treasury
    - Payment amount(s)
    - Payment date(s)

For each eligible NEU that declined funding and requested a transfer to the State under Section 603(c)(4), the State must also attach a form signed by the NEU, as detailed in the Guidance on Distributions of Funds to Non-Entitlement Units of Local Government.

States with "weak" minor civil divisions (i.e., Illinois, Indiana, Kansas, Missouri, Nebraska, North Dakota, Ohio, and South Dakota) should also list any minor civil divisions that the State deemed ineligible.

j. NEU Documentation (NEUs only): Each NEU will also be asked to provide the following information with their first report submitted by October 31, 2021:
   - Copy of the signed award terms and conditions agreement (which was signed and submitted to the State as part of the request for funding)
   - Copy of the signed assurances of compliance with Title VI of the Civil Rights Act of 1964 (which was signed and submitted to the State as part of the request for funding)
   - Copy of actual budget documents validating the top-line budget total provided to the State as part of the request for funding

C. Recovery Plan Performance Report

States, territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to publish and submit to Treasury a Recovery Plan performance report ("Recovery Plan"). Each Recovery Plan must be posted on the public-facing website of the recipient by the same date the recipient submits the report to Treasury. This reporting requirement includes uploading a link to the publicly available document report along with providing data in the Treasury reporting portal.

The Recovery Plan will provide the public and Treasury information on the projects recipients are undertaking with program funding and how they are planning to ensure program outcomes are achieved in an effective, efficient, and equitable manner. While this guidance outlines some minimum requirements for the Recovery Plan, each recipient is encouraged to add information to the plan they feel is appropriate to provide information to their constituents on efforts they are taking to respond to the pandemic and promote economic recovery. Each jurisdiction may determine the general form and content of the Recovery Plan, as long as it includes the minimum information determined by Treasury. Treasury will provide a recommended template but recipients may modify this template as appropriate for their jurisdiction. The Recovery Plan will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury.

The initial Recovery Plan will cover the period from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, the Recovery Plan will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period (by July 31). The table below summarizes the report timelines:

Annual Report	Period Covered	Due Date
1	Award Date – July 31, 2021	August 31, 2021
2	July 1, 2021 – June 30, 2022	July 31, 2022
3	July 1, 2022 – June 30, 2023	July 31, 2023
4	July 1, 2023 – June 30, 2024	July 31, 2024
5	July 1, 2024 – June 30, 2025	July 31, 2025
6	July 1, 2025 – June 30, 2026	July 31, 2026
7	July 1, 2026 – December 31, 2026	March 31, 2027

The Recovery Plan will include, at a minimum, the following information:

1. Executive Summary
Provide a high-level overview of the jurisdiction's intended and actual uses of funding including, but not limited to: the jurisdiction's plan for use of funds to promote a response to the pandemic and economic recovery, key outcome goals, progress to date on those outcomes, and any noteworthy challenges or opportunities identified during the reporting period.

2. Uses of Funds
Describe in further detail your jurisdiction's intended and actual uses of the funds, such as how your jurisdiction's approach would help support a strong and equitable recovery from the COVID-19 pandemic and economic downturn. Describe any strategies employed to maximize programmatic impact and effective, efficient, and equitable outcomes. Given the broad eligible uses of funds and the specific needs of the jurisdiction, please also explain how the funds would support the communities, populations, or individuals in your jurisdiction. Your description should address how you are promoting each of the following, to the extent they apply:

a. Public Health (EC 1): As relevant, describe how funds are being used to respond to COVID-19 and the broader health impacts of COVID-19 and the COVID-19 public health emergency.
b. Negative Economic Impacts (EC 2): As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including to households and small businesses.
c. Services to Disproportionately Impacted Communities (EC 3): As relevant, describe how funds are being used to provide services to communities disproportionately impacted by the COVID-19 public health emergency.
d. Premium Pay (EC 4): As relevant, describe the approach, goals, and sectors or occupations served in any premium pay program. Describe how your approach prioritizes low-income workers.
e. Water, sewer, and broadband infrastructure (EC 5): Describe the approach, goals, and types of projects being pursued, if pursuing.
f. Revenue Replacement (EC 6): Describe the loss in revenue due to the COVID-19 public health emergency and how funds have been used to provide government services.

Where appropriate, recipients should also include information on your jurisdiction's use (or planned use) of other federal recovery funds including other programs under the American Rescue Plan such as the Emergency Rental Assistance, Housing Assistance, and so forth, to provide broader context on the overall approach for pandemic recovery.

3. Promoting equitable outcomes
Describe efforts to promote equitable outcomes, including how programs were designed with equity in mind. Please include in your description how your jurisdiction will consider and measure equity at the various stages of the program, including:

a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?
b. Awareness: How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?
c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?

d. Outcomes: Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

Treasury encourages uses of funds that promote strong, equitable growth, including racial equity. Please describe how your jurisdiction's planned or current use of funds prioritizes economic and racial equity as a goal, names specific targets intended to produce meaningful equity results at scale, and articulates the strategies to achieve those targets. In addition, please explain how your jurisdiction's overall equity strategy translates into the specific services or programs offered by your jurisdiction in the following Expenditure Categories:

a. Negative Economic Impacts (EC 2): assistance to households, small businesses, and non-profits to address impacts of the pandemic, which have been most severe among low-income populations. This includes assistance with food, housing, and other needs; employment programs for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); and other strategies that provide disadvantaged groups with access to education, jobs, and opportunity.
b. Services to Disproportionately Impacted Communities (EC 3): services to address health disparities and the social determinants of health, build stronger neighborhoods and communities (e.g., affordable housing), address educational disparities (e.g., evidence-based tutoring, community schools, and academic, social-emotional, and mental health supports for high poverty schools), and promote healthy childhood environments (e.g., home visiting, child care).

The initial report must describe efforts to date and intended outcomes to promote equity. Each annual report thereafter must provide an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period. Please also describe any constraints or challenges that impacted project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.

For the purposes of the SLFRF, equity is defined in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021.

4. Community Engagement

Please describe how your jurisdiction's planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from constituents, community-based organizations, and the communities themselves. Where relevant, this description must include how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.

5. Labor Practices

Describe workforce practices on any infrastructure projects being pursued (EC 5). How are projects using strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment opportunities for workers? For example, report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.

6. Use of Evidence

The Recovery Plan should identify whether SLFRF funds are being used for evidence-based interventions[20] and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. Recipients must briefly describe the goals of the project, and the evidence base for the interventions funded by the project. Recipients must specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Public Health (EC 1), Negative Economic Impacts (EC 2), and Services to Disproportionately Impacted Communities (EC 3) Expenditure Categories.[21]

Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. Recipients are encouraged to use relevant evidence Clearinghouses, among other sources, to assess the level of evidence for their interventions and identify evidence-based models that could be applied in their jurisdiction; such evidence clearinghouses include the U.S. Department of Education's What Works Clearinghouse, the U.S. Department of Labor's CLEAR, and the Childcare & Early Education Research Connections and the Home Visiting Evidence of Effectiveness clearinghouses from Administration for Children and Families, as well as other clearinghouses relevant to particular projects conducted by the recipient. In such cases where a recipient is conducting a program evaluation in lieu of reporting the amount of spending on evidence-based interventions, they must describe the evaluation design including whether it is a randomized or quasi-experimental design; the key research questions being evaluated; whether the study has sufficient statistical power to disaggregate outcomes by demographics; and the timeframe for the completion of the evaluation (including a link to completed evaluation if relevant).[22] Once the evaluation has been completed, recipients must post the evaluation publicly and link to the completed evaluation in the Recovery Plan. Once an evaluation has been completed (or has sufficient interim findings to determine the efficacy of the intervention), recipients should determine whether the spending for the evaluated interventions should be counted towards the dollar amount categorized as evidence-based for the relevant project.

For all projects, recipients may be selected to participate in a national evaluation, which would study their project along with similar projects in other jurisdictions that are focused on the same set of outcomes. In such cases, recipients may be asked to share information and data that is needed for the national evaluation.

Recipients are encouraged to consider how a Learning Agenda, either narrowly focused on SLFRF or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction.[23]

Appendix 2 contains additional information on evidence-based interventions for the purposes of the Recovery Plan.

---

[20] As noted in Appendix 2, evidence-based refers to interventions with strong or moderate levels of evidence.

[21] Of note, recipients are only required to report the amount of the total funds that are allocated to evidence-based interventions in the areas of Public Health, Negative Economic Impacts, and Services to Disproportionately Impacted Communities that are marked by an asterisk in Appendix 1: Expenditure Categories.

[22] For more information on the required standards for program evaluation, see OMB M-20-12.

[23] For more information on learning agendas, please see OMB M-19-23

7. Table of Expenses by Expenditure Category

Please include a table listing the amount of funds used in each Expenditure Category (See Appendix 1). The table should include cumulative expenses to date within each category, and the additional amount spent within each category since the last annual Recovery Plan.

8. Project Inventory

List the name and provide a brief description of all SLFRF funded projects. Projects are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, include the project name, funding amount, identification number (created by the recipient and used thereafter in the quarterly Program and Expenditure Report), project Expenditure Category (see Appendix 1), and a description of the project which includes an overview of the main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable, and intended outcomes. Include a link to the website of the project if available. This information will provide context and additional detail for the information reported quarterly in the Project and Expenditure Report.

For infrastructure investment projects (EC 5), project-level reporting will be more detailed, as described for the Project and Expenditure Report above. Projects in this area may be grouped by Expenditure Category if needed, with further detail (such as the specific project name and identification number) provided in the Project and Expenditure Report. For infrastructure projects, descriptions should note how the project contributes to addressing climate change.

9. Performance Report

The Recovery Plan must include key performance indicators for the major SLFRF funded projects undertaken by the recipient. The recipient has flexibility in terms of how this information is presented in the Recovery Plan, and may report key performance indicators for each project, or may group projects with substantially similar goals and the same outcome measures. In some cases, the recipient may choose to include some indicators for each individual project as well as crosscutting indicators.

Performance indicators should include both output and outcome measures. Output measures, such as number of students enrolled in an early learning program, provide valuable information about the early implementation stages of a project. Outcome measures, such as the percent of students reading on grade level, provide information about whether a project is achieving its overall goals. Recipients are encouraged to use logic models[24] to identify their output and outcome measures. While the initial report will focus heavily on early output goals, recipients must include the related outcome goal for each project and provide updated information on achieving these outcome goals in annual reports. In cases where recipients are conducting a program evaluation for a project (as described above), the outcome measures in the performance report should be aligned with those being evaluated in the program. To support their performance measurement and program improvement efforts, recipients are permitted to use funds to make improvements to data or technology infrastructure and data analytics, as well as program evaluations.

10. Required Performance Indicators and Programmatic Data

While recipients have discretion on the full suite of performance indicators to include, a number of mandatory performance indicators and programmatic data must be included. These are necessary to allow Treasury to conduct oversight as well as understand and aggregate program outcomes across recipients. This section provides an overview of the mandatory performance indicators and programmatic data. This information may be included in each recipient's Recovery Plan as they determine most appropriate, including combining with the

[24] A logic model is a tool that depicts the intended links between program investments and outcomes, specifically the relationships among the resources, activities, outputs, outcomes, and impact of a program.

section above, but this data will also need to be entered directly into the Treasury reporting portal. Below is a list of required data for each Expenditure Category:

a. Household Assistance (EC 2.2 & 2.5) and Housing Support (EC 3.10-3.12):
   - Number of people or households receiving eviction prevention services (including legal representation)
   - Number of affordable housing units preserved or developed

b. Negative Economic Impacts (EC 2):
   - Number of workers enrolled in sectoral job training programs
   - Number of workers completing sectoral job training programs
   - Number of people participating in summer youth employment programs

c. Education Assistance (EC 3.1-3.5):
   - Number of students participating in evidence-based tutoring programs[25]

d. Healthy Childhood Environments (EC 3.6-3.9):
   - Number of children served by childcare and early learning (pre-school/pre-K/ages 3-5)
   - Number of families served by home visiting

The initial report should include the key indicators above. Each annual report thereafter should include updated data for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand the any changes in performance indicators over time. To the extent possible, Treasury also encourages recipients to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors.

11. Ineligible Activities: Tax Offset Provision (States and territories only)
The following information is required for Treasury to ensure SLFRF funding is not used for ineligible activities.

In each reporting year, States and territories will report certain items related to the Tax Offset Provision 31 CFR 35.8, as detailed below. As indicated in the Interim Final Rule, Treasury is seeking comment on reporting requirements related to the Tax Offset Provision, including ways to better rely on information already produced by States and territories and to minimize burden.

The terms "reporting year," "baseline," "covered change," "net reduction in total spending," and "tax revenue" are defined in the Interim Final Rule, 31 CFR 35.3. For purposes of calculating a net reduction in total spending, total spending for the fiscal year ending 2019 should be reported on an inflation-adjusted basis, consistent with the Interim Final Rule, 31 CFR 35.3. Similarly, for purposes of calculating baseline, tax revenue for the fiscal year 2019 should be reported on an inflation-adjusted basis, consistent with the Interim Final Rule, 31 CFR 35.3.

For purposes of reporting actual tax revenue and calculating tax revenue for the fiscal year ending 2019,[26] (a) if available, recipients should report information using audited financials and (b) recipients may provide data on a cash, accrual, or modified accrual basis, but must be consistent in their approach across all reporting periods. Similarly, for purposes of calculating

[25] For more information on evidence-based tutoring programs, refer to the U.S. Department of Education's 2021 ED COVID-19 Handbook (Volume 2), which summarizes research on evidence-based tutoring programs (see the bottom of page 20.
[26] Tax revenue for fiscal year ending 2019 is relevant for calculating the recipient's baseline.

a net reduction in total spending, recipients should report data using audited financials where available.

a. Revenue-reducing Covered Changes:
For each reporting year, a recipient must report the value of covered changes that the recipient predicts will have the effect of reducing tax revenue in a given reporting year (revenue-reducing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient government's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth. In general and where possible, reported values should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. Recipients must maintain records regarding the identification and predicted effects of revenue-reducing covered changes.

b. Baseline Revenue:
Baseline has the meaning defined in the Interim Final Rule, 31 CFR 35.3.

Whether the revenue-reducing covered changes are in excess of the *de minimis*.
Recipients must determine whether the aggregate value of the revenue-reducing covered changes in the reporting year is less than one percent of baseline revenue.

c. Actual Tax Revenue:
Actual tax revenue means the actual tax revenue received by the recipient government in the reporting year. Tax revenue has the meaning defined in the Interim Final Rule, 31 CFR 35.3.

d. Reduction in Net Tax Revenue:
The reduction in net tax revenue is equal to baseline revenue minus actual tax revenue in each reporting year. If this value is zero or negative, there is no reduction in net tax revenue.

e. Any revenue-increasing covered changes:
A recipient must report the value of covered changes that have had or that the recipient predicts will have the effect of increasing tax revenue in a given reporting year (revenue-increasing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth. In general and where possible, reporting should be produced by the agency of the recipient responsible for estimating the costs and effects of fiscal policy changes.

Recipients should maintain records regarding revenue-reducing covered changes and estimates of such changes.

f. Net reduction in total spending, and tables of specific spending cuts:
Recipients must report on spending cuts. To calculate the amount of spending cuts that are available to offset a reduction in tax revenue, the recipient must first consider whether there has been a reduction in total net spending, excluding Fiscal Recovery Funds (net reduction in total spending). As in the Interim Final Rule, 35 CFR 35.3, net reduction in total spending is measured as the recipient government's total spending for a given reporting year excluding Fiscal Recovery Funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States. If that subtraction yields a positive value, there has been a net reduction; if it yields zero or a negative value, there has not been a net reduction. If there has been no net reduction in total spending, a recipient will have no spending cuts to offset a reduction in net tax revenue.

Next, a recipient must determine and aggregate the value of spending cuts in each "reporting unit," as defined below. For each reporting unit, the recipient must report (1) the amount of the reduction in spending in the reporting unit relative to its inflation-adjusted FY 2019 level, (2) the amount of any Fiscal Recovery Funds spent in the reporting unit, and (3) the amount by which the reduction in spending exceeds the Fiscal Recovery funds spent in the reporting unit. If a recipient has not spent amounts received from the Fiscal Recovery Funds in a reporting unit, the full amount of the reduction in spending counts as a covered spending cut and may be included in aggregate spending cuts. If the recipient has spent amounts received from the Fiscal Recovery Funds, such amounts generally would be deemed to have replaced the amount of spending cut, and only reductions in spending above the amount of Fiscal Recovery Funds spent on the reporting unit would be eligible to offset a reduction in net tax revenue. Only such amounts above the amount of Fiscal Recovery Funds spent on the reporting unit should be included in the aggregate of spending cuts.

To align with existing reporting and accounting, the Interim Final Rule considers the department, agency, or authority from which spending has been cut and whether the recipient government has spent amounts received from the Fiscal Recovery Funds on that same department, agency, or authority. Recipients may also choose to report at a more granular sub-department level. Recipients are encouraged to define and report spending in departments, sub-departments (e.g., bureaus), agencies, or authorities (each a "reporting unit") in a manner consistent with their existing budget process and should, to the extent possible, report using the same reporting unit in each reporting year. For example, if a State health department maintains separate budgets for different units (e.g., medical and public health units), those units may be reported and considered separately. Spending cuts must be reported relative to FY 2019 spending levels, adjusted for inflation, and excluding Fiscal Recovery Funds from reporting year spending levels.

Recipients should maintain records regarding spending cuts. As discussed in the Interim Final Rule, in order to help ensure governments use Fiscal Recovery Funds in a manner consistent with the prescribed eligible uses and do not use Fiscal Recovery Funds to indirectly offset a reduction in net tax revenue resulting from a covered change, Treasury will monitor changes in spending throughout the covered period. Evasions of the Tax Offset Provision may be subject to recoupment.

Appendix 1: Expenditure Categories

The Expenditure Categories (EC) listed below must be used to categorize each project as noted in Part 2 above. The term "Expenditure Category" refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

1: Public Health	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
2: Negative Economic Impacts	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^

3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^
3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
4: Premium Pay	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
5: Infrastructure[27]	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects
6: Revenue Replacement	
6.1	Provision of Government Services
7: Administrative	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)

*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details)

^Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities (see Project Demographic Distribution section above for details)

[27] Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf. For "drinking water" expenditure category definitions, please see: https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

Appendix 2: Evidenced-Based Intervention Additional Information

What is evidence-based?
For the purposes of the SLFRF, evidence-based refers to interventions with strong or moderate evidence as defined below:

Strong evidence means the evidence base that can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

Moderate evidence means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

Preliminary evidence means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one non-experimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

Revision Log

Version	Date Published	Summary of changes
1.0	June 17, 2021	Initial publication
1.1	June 24, 2021	• Pg. 12, removed references to "summary" level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion. • Pg. 13, revised the coverage period end date for the Interim Report from June 30, 2021 to July 31, 2021 to align with the IFR. • Pg. 13, removed references to "summary" level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion. • Pg. 31, removed references to "summary level" with respect to Expenditure Categories in Appendix 1 to avoid confusion.


THE DEPARTMENT OF THE TREASURY
1789

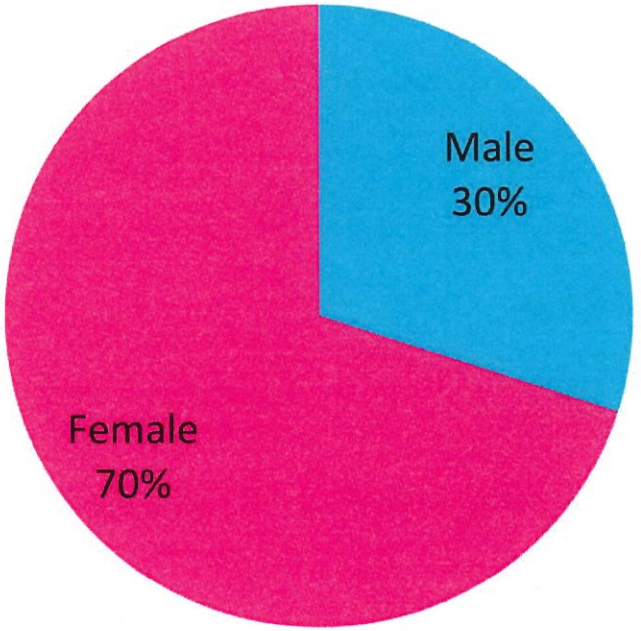
Resident Budget Priority Survey

Information

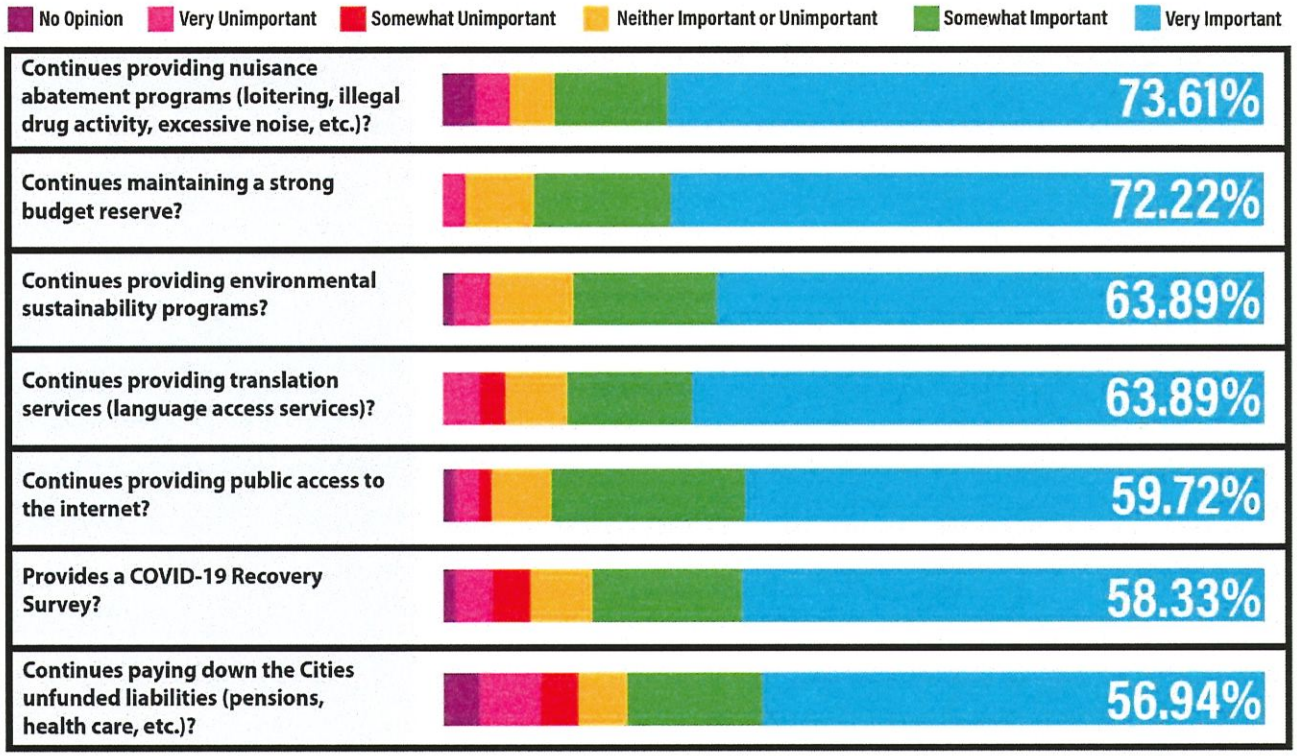
Number of Participants:101

60 Participants were from the website. The website QR code was distributed on all social media platforms as well as the El Monte Farmers' Market and Resource Fair Flyers

41 Participants were residents that attended the Resource Fair on June 19

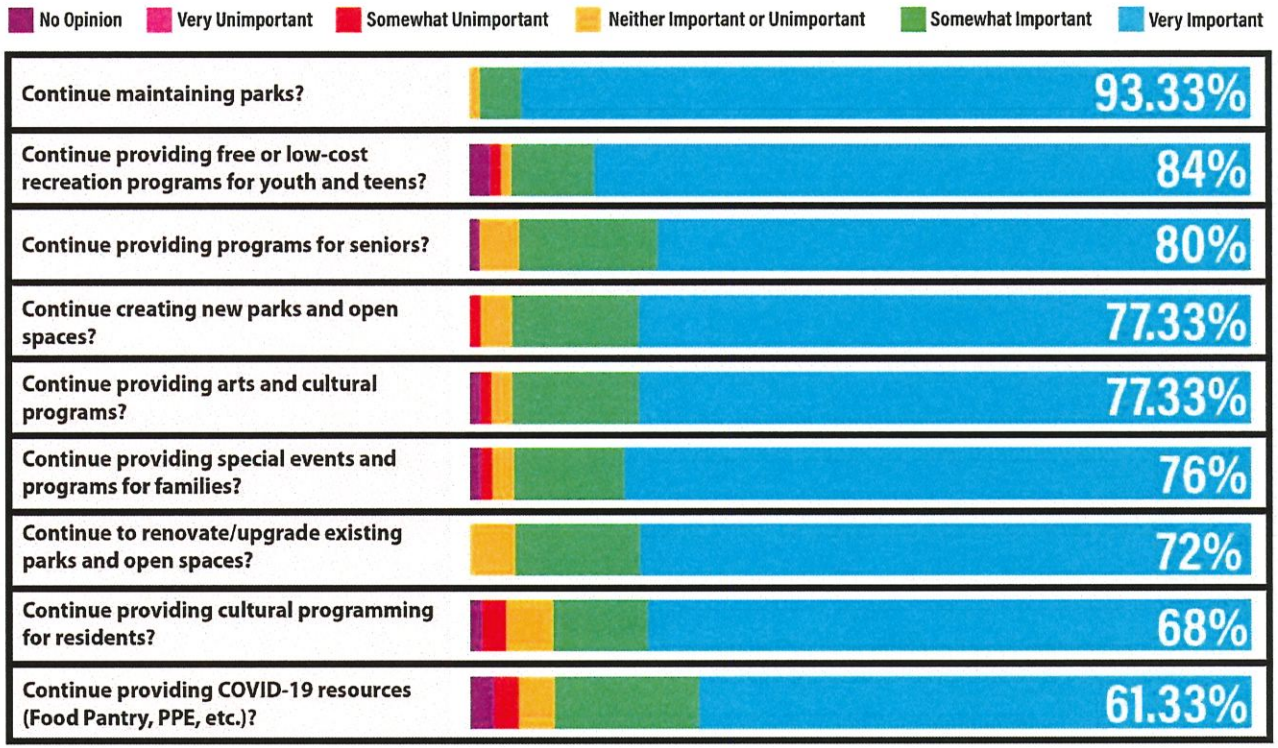


City Managers Office



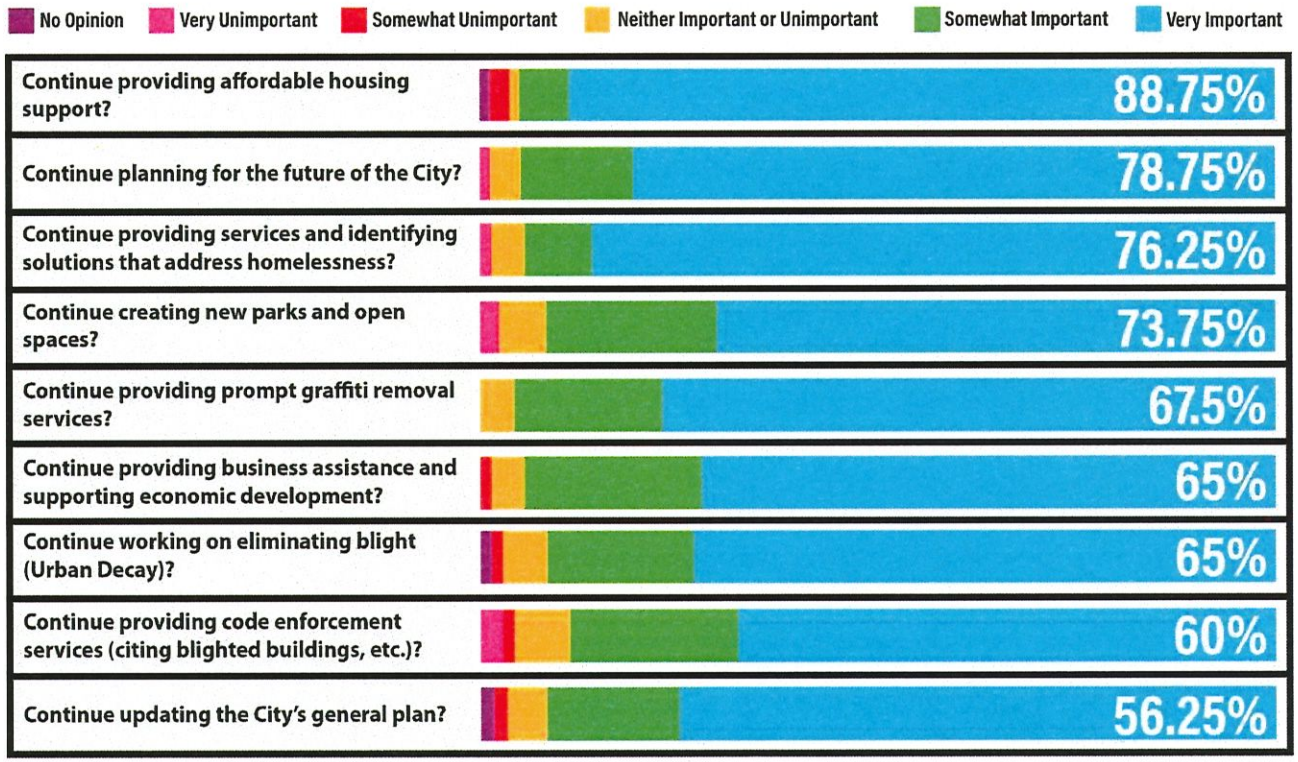


Parks,Recreation & Community Services



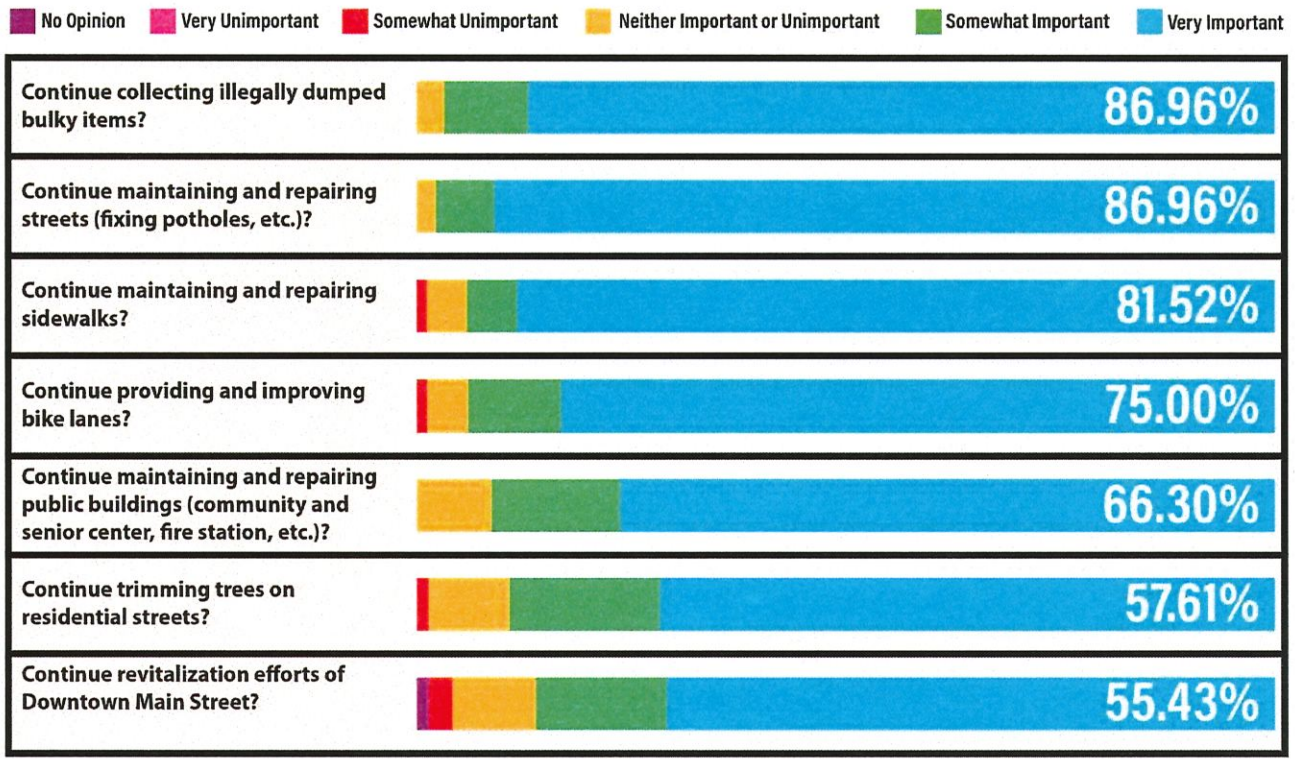


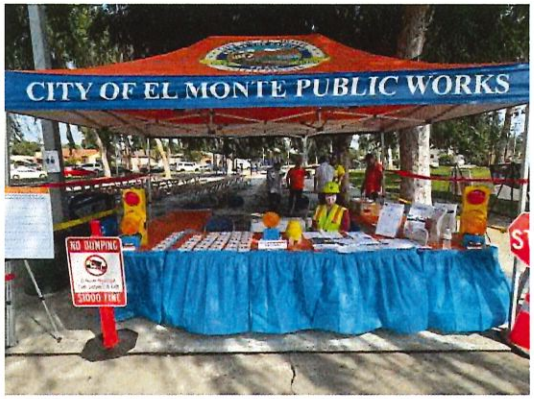
Community & Economic Development



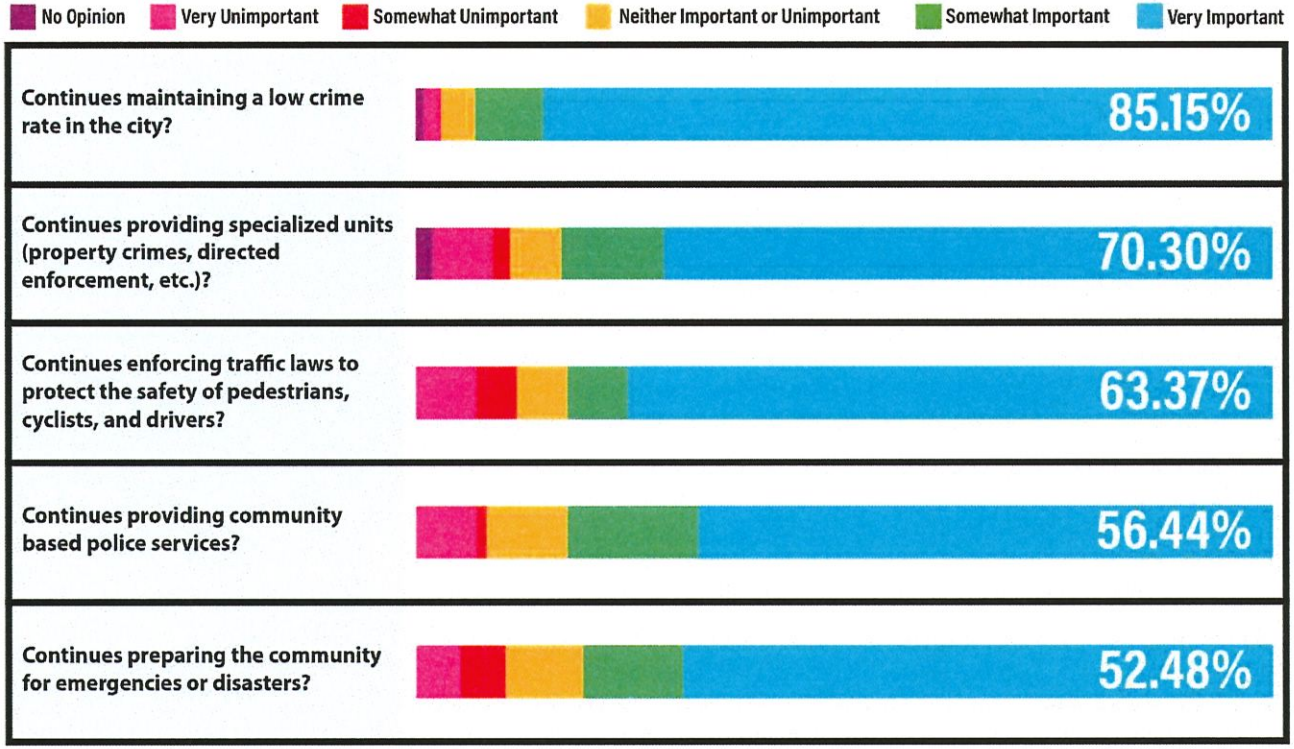


Public Works





Police Department





SUMMARY OF DEPARTMENT REQUESTS FOR ARPA FUNDS
11/30/2021

DEPT	REQUEST BY DEPARTMENT	% of TOTAL	SUMMARY
ADMIN-IT	$ 913,000	2%	Infrastructure, hardware and software to enhance cybersecurity Promote remote meetings upgrade Chamber audio
CED	$ 14,539,397	34%	Operations for Project Homekey Guaranteed Income Program Utilities Assistance Program Expand Rental Assistance Expand Small Business Grants Pioneer Park Clean Up MacLaren Housing Study/Pre-Development Business Resource Center Technology Master Plan (Broadband)
FIN	$ 6,552,700	15%	ARPA FUND Administration/Audit Services Reduction in Revenue: $6M FY 20/21 (calculated)
HR	$ 2,267,000	5%	Premiun Pay to repay reduction in wages Furlough Deferred COLAs Reduction in Wages
PRCS	$ 6,481,932	15%	Job Training Program Food Assistance Program COVID-19 Vaccine Clinic Employee Childcare Assistance Youth/Teen Afterschool Program Youth/Adult Adaptive Recreation Program Transportation Vouchers PT Social Worker
PD	$ 3,900,000	9%	Community Care Response Team Hire eight (8) Police Officers Public Safety Wellness Mobile Application Police and Public Communication Training.
PW	$ 5,500,000	13%	New Construction - City-owned facilities New construction -sewer main Pavement Rehabilitation Upgrades to City-owned facilities
TOTAL	**$ 40,154,029**	**94%**	

CITY OF EL MONTE
ARPA POTENTIAL PROGRAMS/PROJECTS
DATE: 11/30/2021

ITEM	DEPT	PRIORITY	CATEGORY	TITLE	ABSTRACT	NARRATIVE	REQUEST
1	IT	1	2	Dell Secure Work	Software purchase for Citywide operations	Solution delivers security analytics software, 24/7 analyst investigation, threat hunting, and incident response	$ 55,000
2	IT	1	2	Microsoft 365	Software purchase for Citywide operations	Cloud based applications for email communication, creating documents, speadsheets, and presentations	$ 150,000
3	IT	1	2	Advanced Web Protection	Software purchase for Citywide operations	Proactive endpoint protection against file-based malware, fileless attacks, evasive malware, zero days, and in-memory exploits	$ 17,000
4	IT	1	2	Kronos	Software purchase for Citywide operations	Conversion of timekeeping system to cloud-based platform to prevent cybersecurity breaches and promote working remotely.	$ 41,000
5	IT	2	2, 5	Server infrastructure	Hardware purchase for Citywide operations	New server infrastructure with cloud based disaster recovery and business continuity plan	$ 300,000
6	IT	3	2	VOIP	Software purchase for Citywide operations	Upgraded VOIP system	$ 200,000
7	IT	4	2	Council chamber audio/video system	Hardware purchase for upgrads to the City Council chambers	Upgraded audio/video system for Council chamber for virtual public meetings	$ 60,000
8	IT	5	2	Desktops computers	Desktop computers with Windows 10 operation system to replace Windows 7 for enhanced security	Desktop computers with Windows 10 operation system to replace Windows 7 for enhanced security. Microsoft support for Windows 7 ended on January 14, 2020.	$ 90,000
9	CED	1	2	Programs and Services to Address Homelessness – El Monte Homekey Program	Funding for rehabilitation of the M Motel and operations for both Homekey sites for 5 years.	The El Monte Homekey Program will provide a total of 133 beds of temporary housing for the homeless population. The Program consist of 40 beds at the Budget Inn and 93 beds at the M Motel. A service provider will be operating the sites and provide onsite wrap-around supportive services and three meals a day. It is anticipated that the Homekey sites will provide housing for up to 30% of the City's homeless population (2019 LAHSA Homeless Count of 433).	$ 5,107,760
10	CED	2	2	MacLaren Mixed-Use Affordable Housing Project	City and LA County partnership for the development of a mixed-use affordable housing project located on the 13.65 acre MacLaren Hall site.	The mixed-use project will consist of a County services building, a skilled nursing facility, onsite services, and affordable housing for seniors, families, TAYs and victims of domestic violence.	$ 2,628,848
11	CED	3	5	Technology Master Plan (Broadband) Feasibility Study	On June 22, 2021, the City Council approved a Professional Services Agreement with Magellan Advisors, LLC to develop a citywide Technology Master Plan. This funding would pay for this effort.	Magellan Advisors will prepare a technology master plan to include the following: 1. Development and justification of business model; 2.Business plan development; 3. Thorough market assessment; 4.Implementation plan development; 5.Network design; 6.Governance, ownership and management guidance; and 7. Master plan development.	$ 143,000

CITY OF EL MONTE
ARPA POTENTIAL PROGRAMS/PROJECTS
DATE: 11/30/2021

ITEM	DEPT	PRIORITY	CATEGORY	TITLE	ABSTRACT	NARRATIVE	REQUEST
12	CED	4	2	Part Time Homelessness Technician	Part Time Homelessness Technician to assist with the operation of the City's Access Center in conjunction with Union Station Homeless Services and assist the City with the implementation of its Homelessness Programs.	The City does not currently have a project manager to assist with the City's Homelessness Programs. The City is working with the SGVCOG, Volunteers of America, and Union Station Homeless Services on various homelessness programs. A dedicated part time City staff member assisting in the implementation of the City's programs in addition to providing case management services to the homeless population is necessary to successfully implement the Programs. Currently, two Aquatics Staff members are assisting with case management with the City's Access Center. As the Aquatics Center opens, staff time will be limited to assist with this program.	$ 90,000
13	CED	5	2	Small Business Grant	Expansion of the City's existing Small Business Grant Program to provide grants to an additional 50 businesses.	Provide business grants up to $10,000 per business for a total request of $500,000 for 50 businesses.	$ 500,000
14	CED	6	2	Business Resource Center	Provide a one-stop business resource center to assist existing businesses that need assistance or would like to expand and new businesses that will benefit the community.	Short-term program to help existing businesses recover from the various shutdowns during COVID. Business practices are also expended to change in the years ahead (e.g. online sales, etc.). The resource center can provide businesses with the tools needed to stay competitive. It can also connect businesses with other agencies, training centers and other groups that can assist.	$ 250,000
15	CED	7	2	Part Time Business Resource Technician	Part Time Business Resource Technician would assist in running the City's new Business Resource Center.	The City does not currently have an economic development department to assist existing businesses that need assistance or would like to expand and new businesses that will benefit the community. This became greatly apparent during the COVID pandemic, as the City did not have the structure in place to provide that assistance. A dedicated part time City staff member assisting in this effort will ensure the program runs smoothly and reaches those most in need.	$ 90,000
16	CED	8	2	Rental Assistance Grant	Expansion of the City's existing Rental Assistance Grant Program to provide grants to an additional 50 households.	: Provide rental assistance grants up to $3,600 per household for a maximum assistance of three (3) months for a total request of $180,000 for 50 grants.	$ 180,000
17	CED	9	2	Guaranteed Income	Provide GI for 100 residents for one year.	Provide GI at $500 per month for 12 monthsw to one hundred eligible residents.	$ 1,600,000
18	CED	10	2	Utilities Assistance Program	Provide Utility Assistance for one year.	Provide Utility Assistance (electricity, gas, water, trash) for 12 months to eligible residents.	$ 200,000

CITY OF EL MONTE
ARPA POTENTIAL PROGRAMS/PROJECTS
DATE: 11/30/2021

ITEM	DEPT	PRIORITY	CATEGORY	TITLE	ABSTRACT	NARRATIVE	REQUEST
19	CED	11	2	Parcel 3/ Pioneer Park Remediation	Environmantel remdiation (contamination) on the City-owned approximately 5.51 acre site located at 3535 Santa Anita Avenue in El Monte (former Pioneer Park site).	Site work will involve the excavation and proper disposal of soils in areas of known contamination. The extent of excavation is based on the results of previous environmental investigations conducted between 2007 and 2017. The primary chemical of concern (COC), and the driver for excavation is lead. However, arsenic was also discovered in one area at levels above certain environmental limits.	$ 3,749,789
20	FIN	1	2	ARPA Fund Administrator/Auditor	Funding will be used to hire a third party consultant to review the finances/accounting related to ARPA account.	The purpose of this request is to have a third party review of the accounting and practices related to the utilization of ARPA funds; and assuring that the funds are used per ARPA/Department of the Treasury guidelines	$ 552,700
21	FIN	1	2	Reduction in Revenue	Funding will be used to offset reductions in the General Fund revenue.	Reductions in General Fund revenue have been calculated (using the Dept. of Treasury guidelines/equation) and estimated (based on current projections).	$ 6,000,000
22	HR	1	2	Employee Deffered COLA and Furlough Repayment	Funding will be used to pay employees for COLAs deferred and Furlough days taken as a result of reduced revenues	Funding will be used to pay employees for the deferred COLAs and furlough days taken as a result of reduced revenues. This will apply to civilian employees and Executive staff during FY 20-21.	$ 2,267,000
23	PRCS	1	2	Community Food Assistance Program	Offer dry shelf stable kits to those families in need at local park sites and facilities.	Offer dry shelf stable kits to those families in need at two (2) facilities Jack Crippen Senior Center and El Monte Aquatic Center as well as at six (6) park sites; Arceo Park; Mt. View Park; Zamora Park; Lambert Park; Gibson Mariposa Park; and Fletcher Park. The kits will be available to families Monday through Friday from 2:00 pm to 6:00 pm.	$ 824,700
24	PRCS	2	1	COVID-19 Vaccine Clinics	COVID-19 Vaccines offered at Park Sites, Senior Center, Community Center and Farmer's Market).	Provide COVID-19 Vaccines at various park sites, facilities and special events. Additionally include incentive programs to increase the number of people who chose to get vaccinated or to motivate people to get vaccinated.	$ 255,000
25	PRCS	3	2	Job Training Program	Provide on the job training for unemployed or underemployed workers who have an interest in Parks and Recreation.	El Monte intends to implement a job training program to provide young adults (16-25 years of age) with the experience, knowledge and training to develop the skill set needed to pursue a career in recreation.	$ 3,434,232

CITY OF EL MONTE
ARPA POTENTIAL PROGRAMS/PROJECTS
DATE: 11/30/2021

ITEM	DEPT	PRIORITY	CATEGORY	TITLE	ABSTRACT	NARRATIVE	REQUEST
26	PRCS	4	2	Youth and Teen Afterschool Program	Provide afterschool programming to the youth and teens in the community that supports the students' social, emotional, and mental health needs.	Free afterschool youth (7-13 years of age) programming will be offered at Gibson Mariposa Park, Lambert Park, Mt. View Park, Zamora Park and Arceo Park Monday through Friday from 2-6 pm. The teen program (14-17 years of age) will be offered at Lambert Park Monday through Friday from 2-6 pm. The Youth and Teen Afterschool Program will provide the youth and teens in the community that support the students' social, emotional, and mental health needs.	$ 1,515,000
27	PRCS	5	2	Adaptive Youth & Adult Recreation Programs	Adaptive recreation programs for youth and adults.	Provide in-person adaptive recreation programs for youth and adults, providing fun and enriching experiences such as fitness activities, swim lessons and special programming designed for people with special needs	$ 213,000
28	PRCS	6	1	Vulnerable Population Transportation Vouchers	Provide financial assistance to El Monte' Vulnerable population to gain access to Medical or Public Health Services.	Provide financial assistance by way of vouchers to El Monte' Vulnerable population to gain access to Medical or Public Health Services by offsetting the cost of dedicated transporation.	$ 150,000
29	PRCS	7	2	Social Worker			$ 90,000
30	POLICE	1	2	Community Care Response Team	CCRT will be comprised of the following skilled professionals: Outreach Workers Mental Health Clinicians Nurse Practitioners Plain-clothes Safety Officer Schedule: Five-days per week, 10-hour shifts, 10:00 a.m. - 8:00 p.m. Live hotline during shifts and a message center for after hours community needs.	The Community Care Response model will reduce the number of "calls for service" directed to the Patrol Services Bureau (Police), and will direct these community concerns to our CCRT. The CCRT will respond and address the concerns identified by community members and individuals experiencing homelessness and mental health issues. The El Monte Police Department's Community Care Response Team is intended to be an alternative to the traditional law enforcement response, as it pertains to homelessness within our community. Our belief is that this alternative approach will provide expert resources to the homeless and reduce negative/violent interactions between law enforcement, homeless, and mentally impaired.	$ 1,000,000
31	POLICE	2	2	Hire five (8) entry level Officers	ARPA funds will be used to hire eight (8) Officers.	This expenditure will include salary & benefits for eight (8) Offciers.	$ 2,735,000
32	POLICE	3	2	Public Safety Wellness Mobile Application	Provide funding for wellness resources to police personnel. Provide for a wellness application to strengthen the mental and physical wellness of El Monte Police Department personnel.	Psychological resources are an important component in identifying potential stress related problems amongst our workforce. Law enforcement is a high stress, often dangerous job, and it is critical that our organization provide a wellness support system to address issues that arise due to cumulative stress and trauma associated with the profession.	$ 75,000

CITY OF EL MONTE
ARPA POTENTIAL PROGRAMS/PROJECTS
DATE: 11/30/2021

ITEM	DEPT	PRIORITY	CATEGORY	TITLE	ABSTRACT	NARRATIVE	REQUEST
33	POLICE	4	2	Police and Public Communication Training	Provide funding for strategic and de-escalation training to reduce the number of negative police interactions with the public.	The use of Police de-escalation and strategic communication by police officers is policy and state law. These techniques reduce the number of interaction with the public that end up in the use of force by the police, increase public trust in police, and reduces liability for the city. Additional training in a variety of de-escalation techniques taught by instructors in and outside of law enforcement will provide for a more effectively trained police department.	$ 90,000
34	PW	1	5	Construct New Water Pump Station	Utility	New Construction	$500,000
35	PW	2	5	Water Main Replacment Project	Utility	Construct New 2,000 LF Water Main	$1,500,000
36	PW	3	2, 5	Replace AC Unit with UV Unit City Facilities	Building	New Construction	$1,500,000
37	PW	4	2	Public Facility Upgrades	Buildings/Parks	Upgrades to City-owned facilities including, but not limited to: City Hall, the Community Center, the Senior Center, City Parks, etc.	$2,000,000
							$ 40,154,029

CITY OF EL MONTE

OFFICE OF THE CITY MANAGER
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 6, 2021

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

Dear Mayor and City Council:

APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO SETTLEMENT AGREEMENTS WITH CERTAIN MANUFACTURERS, DISTRIBUTORS, AND RETAILERS OF OPIOID PHARMACEUTICALS AND AGREE TO THE TERMS OF THE PARTICIPATION AGREEMENTS TO THE SETTLEMENT AGREEMENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the attached Resolution (Attachment "A") authorizing the City to enter into settlement agreements with certain manufacturers, distributors, and retailers of opioid pharmaceuticals and agree to the terms of the Participation Agreements to the Settlement Agreements.

BACKGROUND

A. The Distributor and Janssen Settlements

In September 2021, two (2) settlements, which were intended to resolve all opioid-related claims brought by cities, counties, and states against three large opioid distributors (McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, "the Big 3") ("Distributor" or "Distributor Settlement")) and opioid manufacturer Janssen Pharmaceuticals (owned by Johnson & Johnson) ("Janssen" or "Janssen Settlement"), were reached.

The total settlement amount for claims against the Big 3 was $21B; the total settlement amount for Janssen was $5B. Together, the total settlement amounts to approximately $26B. The $26B is allocated amongst the states based on an allocation worked out by

the Attorneys General of each State. Under that allocation, approximately 9.9% of the funds are earmarked for California and its subdivisions. California has signed onto the settlements, along with around 45 other States. The intrastate allocation plans for California were finalized during the last week of October and are now publicly available at www.oag.ca.gov/opioids.

B. California's Intra-State Allocation

Under the agreement worked out by the State Attorneys General, California will receive approximately 9.9% of the national total, which is approximately $2.5B, assuming full participation by the California subdivisions. (See Exhibit F of the Settlement Agreements, available at https://nationalopioidsettlement.com/ ,for other State percentages.) The more subdivisions that participate, the larger the amount allocated to California and its subdivisions, up to approximately 9.9% of the national total.

Over the past year, a statewide working group, which includes cities and counties of all sizes, have been working with the State Attorney General to design intrastate allocation agreements for the Distributor and Janssen settlements, which will control how the funds are distributed within California. Under the terms of the allocation agreements, the division of funds between the State of California and its cities and counties will be 15% to the State, with the remaining 85% going to counties and cities (70% to cities and counties, the additional 15% going to litigating cities and counties). This agreement is extremely favorable to cities and counties, when compared with other intrastate agreements across the country. Allocation amongst the counties is done by looking at three county-level metrics: 1) opioid use disorder cases; 2) opioid deaths; and 3) opioid shipments. To determine the amount going to a city, additional factors are considered: specifically, the amount historically spent by the city on fire, police, housing, corrections, health services, judicial services, legal services, elementary and secondary education, public welfare (including child protective services) and hospitals.

The final allocation amounts, which take into account these metrics, are found in Appendix 1 of each settlement agreement (Attachments B, C).

C. Limits on Funds

In general, funds received from the "California Abatement Accounts Funds" ("Abatement Fund") of these settlements can only be used for approved abatement uses. Examples include: naloxone training, opioid abuse treatment services, services for opioid addicted pregnant people, treatment for neonatal abstinence syndrome, prevention programs, treatment for incarcerated people, data collection and research. Further, the intrastate allocation agreement requires that at least 50% of funds received from the Abatement Fund be used for "High Impact Abatement Activities." These are defined as:

(1) The provision of matching funds or operating costs for substance use disorder facilities;

within the Behavioral Health Continuum Infrastructure Program;
(2) Creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;
(3) Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
(4) Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
(5) Interventions to prevent drug addiction in vulnerable youth.

Funds received from the "California Subdivision Funds" ("Subdivision Funds") are to be used to fund future opioid remediation and reimburse past opioid related expenses and to pay the reasonable fees and expenses of the Special Master administrating the settlement. For examples of reimbursable costs and information about the procedure to seek cost reimbursement, please see Appendix 2 of the California Intrastate Allocation.

When a subdivision agrees to participate, each city has the choice of receiving their allocated funds directly or requesting that the funds go to the county within which the city is located. Factors to consider in making this decision are:

(1) Does the amount of the settlement justify the administrative costs and time required to accept the direct payment?
(2) Does the city offer the services and/or have the infrastructure to spend the money in accordance with the prescribed uses (Exhibit E)? If not, it may be difficult or impossible to spend the settlement funds in accordance with Exhibit E. If that is the case, the city may be better off having its funds be directed to the county.
(3) Does the city have the ability and/or infrastructure to undertake the reporting requirements required under the settlement? Subdivisions receiving settlement funds must create and submit annual reports regarding the use of these funds.

Because not all cities have the infrastructure to provide these services or make these reports, or because their settlement values are relatively small, the default in the intra-state allocation agreement is for funds that are allocated to a city be sent to the county in which the city is located.

If the City elects to participate in the settlements and wish for the City's funds to be sent directly to the City, we will need to provide notice to the settlement fund administrator.

The deadline to participate in the Distributor and Janssen settlements is January 2, 2022. If the City decides to participate in the Distributor and/or Janssen settlements, the City will need to sign a Participation Agreement. The person who signs the Participation Agreements must be authorized to sign on behalf of the City.

FISCAL IMPACT/FINANCING

Pursuant to allocations identified in the Appendix 1 of the Intrastate Allocation plan for the Distributor Settlement and the Janssen Settlement, the City will receive **0.0318985%** of the funds going to California Subdivisions under the Distributor and Janssen Settlements. Assuming the total amount going to the subdivisions is approximately $2.19B (which assumes full participation of the subdivisions), the City would receive approximately $670,000.00 in settlement funds under these settlement agreements. **NOTE: this is not a guarantee, it is a rough estimate.**

The Janssen payments are expected to be issued over a period of seven (7) years, while the Distributor payments have an 18-year payment term. More details about the payment schedule can be found on Exhibit M of the Settlement Agreements.

CONCLUSION

Staff recommends that the City Council agree to participate in the Distributor and Janssen settlements and adopt the attached resolution authorizing the City Manager to enter into the participation agreements and settlement agreements with Distributors and Janssen. These settlements are very advantageous to the local governments, but only if all or most of the subdivisions agree to participate.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

RICHARD PADILLA
ASSISTANT CITY ATTORNEY

Attachments

A. Resolution approving settlements.
B. California State-Subdivision Agreement regarding Distribution and Use of Settlement Funds (Janssen Settlement)
C. California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds (Distributor Settlement)
D. Distributor Settlement Participation Agreement
E. Janssen Settlement Participation Agreement

DATE: December 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

RICHARD PADILLA
ASSISTANT CITY ATTORNEY

Attachments

A. Resolution approving settlements.
B. California State-Subdivision Agreement regarding Distribution and Use of Settlement Funds (Janssen Settlement)
C. California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds (Distributor Settlement)
D. Distributor Settlement Participation Agreement
E. Janssen Settlement Participation Agreement

DATE: December 14, 2021
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

AUTHORIZING CITY OF EL MONTE TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICAL, INC. AND AGREE TO THE TERMS OF THE PARTICIPATION AGREEMENTS TO THE SETTLEMENT AGREEMENTS

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and California local governments spend billions of dollars each year to address the direct consequences of this crisis; and

WHEREAS, since 2017, state and local governments in California and around the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the City of El Monte (the City") and resources necessary to combat the opioid epidemic; and

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutical, Inc. (the "Settling Defendants") have been ongoing for several years; and

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the Litigation; and

WHEREAS, the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively "Settlement Agreements"); and

WHEREAS, copies of the Settlement Agreements as well as summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the MDL Court's Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements, have been provided to the Council with this Resolution; and

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements ("California Opioid Funds"); and

WHEREAS, California local governments as well as the attorneys representing those local governments have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Distributor Settlement and the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Janssen Settlement (collectively the "Allocation Agreements,") which are agreements between all of the entities identified in the Allocation Agreements; and

WHEREAS, copies of the Allocation Agreements have been provided with this Resolution; and

WHEREAS, the Allocation Agreements propose to allocate the California Opioid Funds 15% to a State Fund; 70% to local governments in an Abatement Accounts Fund; and 15% to litigating local governments in a Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements will be combined pursuant to Allocation Agreements, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund Allocation"), and 15% to the California Subdivision Fund ("CA Subdivision Fund Allocation"); and

WHEREAS, the funds in the CA Abatement Accounts Fund (the California Abatement Accounts Fund Allocation) will be allocated based on an allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804). The percentage from the CA Abatement Accounts Fund allocated to each eligible local government (any county or city above 10,000 in population) "Eligible Local Government") is set forth in Appendix 1 to each Allocation Agreement and provided to the Council with this Resolution. The City's share of the CA Abatement Accounts Fund is a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 (the "Local Allocation"); and

WHEREAS, any city that is an Eligible Local Government will be allocated its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements. The Local Allocation share for a city that is a Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date as defined in the Settlement Agreements.

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

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct.

SECTION 2. The City Council hereby approves and authorizes the City Manager to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation Agreements including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.

2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.

3. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Distributor Settlement by executing the signature pages to that Allocation Agreement.

4. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Janssen Settlement Allocation Agreements by executing the signature pages to that Allocation Agreement.

5. The execution of any additional documents necessary to effectuate the terms of the Participation Agreements to the Distributor Settlements and Janssen Settlement, and the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds for Distributor Settlement and Janssen Settlement.

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 the same.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of El Monte at the adjourned regular meeting of this 14th day of December, 2021.

_____
Jessica Ancona, 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 14th day of December, 2021 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

Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Janssen Settlement

1. Introduction

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the "Janssen Settlement Agreement"), including Section VI and Exhibit O, the State of California proposes this agreement (the "CA Janssen Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.[1] For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Janssen Settlement Agreement.

b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

c) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.

d) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

[1] A parallel but separate agreement (the "CA Distributor Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[2] pursuant to the Janssen Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Janssen Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

[2] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Janssen Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Janssen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Janssen Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Janssen Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Janssen Settlement Agreement or this CA Janssen Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Janssen Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Janssen Settlement, and if applicable, the Distributor Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Janssen Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Janssen Settlement Agreement, this CA Janssen Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Janssen Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Janssen Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VI.B.2 of the Janssen Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report

of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Janssen Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Janssen Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Janssen Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Distributor Settlement

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the "Distributor Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Distributor Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.[1] For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Distributor Settlement Agreement.

b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.

d) *Plaintiff Subdivision* means a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

[1] A parallel but separate agreement (the "CA Janssen Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[2] pursuant to the Distributor Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Distributor Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be

[2] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Distributor Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Distributor Settlement Agreement or this CA Distributor Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Distributor Settlement, and if applicable, the Janssen Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Distributor Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Distributor Settlement Agreement, this CA Distributor Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Distributor Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V.B.2 of the Distributor Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a

report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively "Janssen"). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for California's Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and Janssen will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. California has also created a state-specific website which may be accessed here: https://oag.ca.gov/opioids. If you have questions, please contact OpioidSettlement-LocalGovernment@doj.ca.gov.

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

Settlement Participation Form

Governmental Entity: El Monte city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Janssen Settlement

1. Introduction

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the "Janssen Settlement Agreement"), including Section VI and Exhibit O, the State of California proposes this agreement (the "CA Janssen Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.[1] For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Janssen Settlement Agreement.

b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

c) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.

d) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

[1] A parallel but separate agreement (the "CA Distributor Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[2] pursuant to the Janssen Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Janssen Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

[2] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Janssen Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Janssen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Janssen Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Janssen Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Janssen Settlement Agreement or this CA Janssen Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Janssen Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Janssen Settlement, and if applicable, the Distributor Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Janssen Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Janssen Settlement Agreement, this CA Janssen Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Janssen Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

The undersigned, El Monte city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement is a requirement to be an Initial Participating Subdivision in the Janssen Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Janssen Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VI.B.2 of the Janssen Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

DocuSign Envelope ID: 0531431D-1DE4-4403-A63A-76019EEFC796

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Janssen Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Janssen Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Janssen Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively "Settling Distributors"). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for California's Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. California has also created a state-specific website which may be accessed here: https://oag.ca.gov/opioids. If you have questions, please contact OpioidSettlement-LocalGovernment@doj.ca.gov.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

Settlement Participation Form

Governmental Entity: El Monte city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Distributor Settlement

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the "Distributor Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Distributor Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.[1] For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Distributor Settlement Agreement.

b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.

d) *Plaintiff Subdivision* means a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

---

[1] A parallel but separate agreement (the "CA Janssen Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[2] pursuant to the Distributor Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Distributor Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be

[2] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Distributor Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Distributor Settlement Agreement or this CA Distributor Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Distributor Settlement, and if applicable, the Janssen Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Distributor Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Distributor Settlement Agreement, this CA Distributor Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Distributor Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

The undersigned, El Monte city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement is a requirement to be an Initial Participating Subdivision in the Distributor Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V.B.2 of the Distributor Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

DocuSign Envelope ID: 6145E706-ADF1-4364-9F0E-C06B7E7DE1B9

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

CITY OF EL MONTE

HUMAN RESOURCES / RISK MANAGEMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF DECEMBER 14, 2021

December 9, 2021

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. 10318.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the attached Resolution establishing an updated Citywide Classification and Compensation Plan, effective January 1, 2022.

PURPOSE/BACKGROUND

The Citywide Classification and Compensation Plan ("Class/Comp Plan") is proposed to be updated to add one (1) Assistant Planner FTE.

This would bring the total Assistant Planner FTEs to two (2).

DISCUSSION

Development activity in the Planning Division has already reached pre-pandemic levels in several categories. For example, the total number of entitlement permits (e.g. conditional use permits, variances) issued in 2019 was 106, while the number issued in 2021 has already reached 99. For minor permits (e.g. zoning clearances), the Division has surpassed pre-pandemic levels. The total number of minor permits issued in 2019 was 185, while the number issued for 2021 has already exceeded 200. The number of Building Permits issued has also increased since the start of the pandemic. In 2019, a total of 1,756 permits were issued. This number dropped to 1,294 permits in 2020 and has since rebounded to over 1,600. Staff projects that activity in both Divisions will continue to increase in the years ahead.

In order to better serve the public, it is recommended to add one (1) full-time assistant planner position. An assistant planner will be able to work on a wider range of projects and assignments. The primary responsibilities of an assistant planner include assisting the public at the counter and on phones, reviewing plan checks for construction, processing smaller permits (e.g. zoning clearances) and managing entitlements (e.g. conditional use permits, variances). Adding an assistant planner will allow the senior planners and deputy director the time needed to focus on several significant projects. This includes development projects such as Area Y (east of the Santa Fe Trail Plaza), Gateway, MacLaren Hall and Safeway Site. In addition, several Code Amendments need to be completed including the Comprehensive Zoning Code Updates, 2021-2029 Housing Element Update, Garvey Corridor and Five-Points Urban/Multiuse Plan, Flair Park Office/Multiuse Plan and Inclusionary Housing Ordinance. Finally, the Division is taking the lead in implementing a new permitting software program (EnerGov).

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 11/16/2021) = 301
  - Proposed full-time positions authorized/funded (eff. 1/1/2022) = 302

- Current part-time positions authorized/funded (as of 11/16/2021) = 185
  - Proposed part-time positions authorized/funded (eff. 1/1/2022) = 185

- Current intern positions authorized/funded (as of 11/16/2021) = 5
  - Proposed intern positions authorized/funded (eff. 1/1/2022) = 5
    - *All intern positions are unpaid*

FISCAL IMPACT

The maximum estimated total cost of one (1) additional Assistant Planner FTE for fiscal year 2021/2022 is approximately $69,160, all of which will impact the General Fund.

RECOMMENDATION

It is recommended that the City Council consider and approve the attached Resolution establishing an updated Citywide Classification and Compensation Plan, effective January 1, 2022.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

JOHN NGUYEN
Human Resources/Risk Management Director

Attachments:

1. Resolution
2. Classification and Compensation Plan – Full Time Classifications Effective January 1, 2022 (Exhibit A of Resolution)
3. Classification and Compensation Plan – Part Time Classifications Effective January 1, 2022 (Exhibit B of Resolution)
4. Classification and Compensation Plan – Intern Classifications Effective January 1, 2022 (Exhibit C of Resolution

DATE: December 14, 2021
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. 10318

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 January 1, 2022.

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. 10318 approved by the City Council on November 16, 2021, as well as the Classification and Compensation Plan, schedules and tables set forth therein.

SECTION 3. The City Council hereby adopts the amended Classification and Compensation Plan as set forth in Exhibits "A-C" of this Resolution, effective January 1, 2022, which includes the following revisions:

A. Increase FTEs for the following classifications by one (1) each:
    1. Assistant Planner (total FTEs = 2)

SECTION 4. 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 adjourned regular meeting on this 14th day of December 2021.

_____
Jessica Ancona, 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 held on this 14th day of December 2021, 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

EXHIBIT "A"
CLASSIFICATION AND COMPENSATION PLAN – FULL TIME CLASSIFICATIONS
EFFECTIVE JANUARY 1, 2022

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective January 1, 2022 - Amended December 14, 2021

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

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					89,283.86	7,440.32	42.92	3,720.16
Step 2					93,748.95	7,812.41	45.07	3,906.21
Step 3					98,437.29	8,203.11	47.33	4,101.55
Step 4					103,360.06	8,613.34	49.69	4,306.67
Step 5					108,529.24	9,044.10	52.18	4,522.05
Deputy City Clerk	NE	1	G414	G117				
Step 1					52,323.55	4,360.30	25.16	2,180.15
Step 2					54,939.75	4,578.31	26.41	2,289.16
Step 3					57,686.67	4,807.22	27.73	2,403.61
Step 4					60,571.09	5,047.59	29.12	2,523.80
Step 5					63,609.23	5,300.77	30.58	2,650.38
Office Assistant	NE	0	G402	G075				
Step 1					35,799.22	2,983.27	17.21	1,491.63
Step 2					37,589.19	3,132.43	18.07	1,566.22
Step 3					39,468.69	3,289.06	18.98	1,644.53
Step 4					41,442.03	3,453.50	19.92	1,726.75
Step 5					43,514.12	3,626.18	20.92	1,813.09
CITY MANAGER'S OFFICE (10)								
Administration								
City Manager	E	1	E101	EX144	240,000.00	20,000.00	115.38	10,000.00
Assistant City Manager	E	1	E102	EX134				
Min					203,510.94	16,959.24	97.84	8,479.62
Max					238,470.75	19,872.56	114.65	9,936.28
Public Information Officer (PIO)	E	0	M274	MM153				
Step 1					94,764.60	7,897.05	45.56	3,948.53
Step 2					99,502.77	8,291.90	47.84	4,145.95
Step 3					104,477.83	8,706.49	50.23	4,353.24
Step 4					109,701.75	9,141.81	52.74	4,570.91
Step 5					115,186.93	9,598.91	55.38	4,799.46
Grants Manager	E	0	M222	MM147-1				
Step 1					89,743.69	7,478.64	43.15	3,739.32
Step 2					94,230.86	7,852.57	45.30	3,926.29
Step 3					98,942.35	8,245.20	47.57	4,122.60
Step 4					103,889.51	8,657.46	49.95	4,328.73
Step 5					109,071.72	9,089.31	52.44	4,544.65
Management Analyst	NE	0	M235	MM129				
Step 1					75,177.76	6,264.81	36.14	3,132.41
Step 2					78,936.62	6,578.05	37.95	3,289.03
Step 3					83,273.52	6,939.46	40.04	3,469.73
Step 4					87,437.17	7,286.43	42.04	3,643.22
Step 5					91,369.29	7,614.11	43.93	3,807.05

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Executive Assistant to the City Manager	E	1	M237	MM127				
Step 1					73,354.98	6,112.92	35.27	3,056.46
Step 2					77,022.61	6,418.55	37.03	3,209.28
Step 3					80,873.77	6,739.48	38.88	3,369.74
Step 4					84,917.51	7,076.46	40.83	3,538.23
Step 5					89,168.86	7,430.74	42.87	3,715.37
Senior Administrative Assistant	NE	1	M251	MM120-1				
Step 1					69,381.02	5,781.75	33.36	2,890.88
Step 2					72,849.93	6,070.83	35.02	3,035.41
Step 3					76,492.45	6,374.37	36.78	3,187.19
Step 4					80,316.98	6,693.08	38.61	3,346.54
Step 5					84,341.05	7,028.42	40.55	3,514.21
Graphic Designer	NE	1	G381	G135				
Step 1					62,578.88	5,214.91	30.09	2,607.45
Step 2					65,707.86	5,475.66	31.59	2,737.83
Step 3					68,993.24	5,749.44	33.17	2,874.72
Step 4					72,442.83	6,036.90	34.83	3,018.45
Step 5					76,054.19	6,337.85	36.56	3,168.92
Office Assistant	NE	1	G402	G075				
Step 1					35,799.22	2,983.27	17.21	1,491.63
Step 2					37,589.19	3,132.43	18.07	1,566.22
Step 3					39,468.69	3,289.06	18.98	1,644.53
Step 4					41,442.03	3,453.50	19.92	1,726.75
Step 5					43,514.12	3,626.18	20.92	1,813.09
Information Technology Division								
Information Technology Manager	E	1	M219	MM167				
Step 1					108,086.39	9,007.20	51.96	4,503.60
Step 2					113,490.78	9,457.56	54.56	4,728.78
Step 3					119,165.30	9,930.44	57.29	4,965.22
Step 4					125,123.52	10,426.96	60.16	5,213.48
Step 5					132,144.02	11,012.00	63.53	5,506.00
Database Administrator	E	0	M266	MM156				
Step 1					97,593.00	8,132.75	46.92	4,066.38
Step 2					102,472.73	8,539.39	49.27	4,269.70
Step 3					107,596.37	8,966.36	51.73	4,483.18
Step 4					112,976.29	9,414.69	54.32	4,707.35
Step 5					118,629.00	9,885.75	57.03	4,942.88
Senior Information Technology Analyst	NE	2	M269	MM150				
Step 1					91,962.39	7,663.53	44.21	3,831.77
Step 2					96,560.34	8,046.70	46.42	4,023.35
Step 3					101,388.35	8,449.03	48.74	4,224.51
Step 4					106,457.90	8,871.49	51.18	4,435.75
Step 5					111,780.79	9,315.07	53.74	4,657.53

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Information Technology Analyst	NE	0	M287	MM137				
Step 1					81,220.97	6,768.41	39.05	3,384.21
Step 2					85,282.48	7,106.87	41.00	3,553.44
Step 3					89,546.48	7,462.21	43.05	3,731.10
Step 4					94,022.84	7,835.24	45.20	3,917.62
Step 5					98,726.17	8,227.18	47.46	4,113.59
Information Technology Specialist	NE	1	G304	G161				
Step 1					80,320.51	6,693.38	38.62	3,346.69
Step 2					84,336.48	7,028.04	40.55	3,514.02
Step 3					88,553.47	7,379.46	42.57	3,689.73
Step 4					92,981.05	7,748.42	44.70	3,874.21
Step 5					97,627.49	8,135.62	46.94	4,067.81
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT (27)								
Administration								
Community & Economic Development Director	E	1	E112	EX123				
Min					159,842.84	13,320.24	76.85	6,660.12
Max					194,284.36	16,190.36	93.41	8,095.18
Deputy Director of Community & Economic Development	E	1	E120	EX116				
Min					150,530.62	12,544.22	72.37	6,272.11
Max					182,970.87	15,247.57	87.97	7,623.79
Economic Development Senior Manager	E	0	M260	MM202				
Step 1					150,530.62	12,544.22	72.37	6,272.11
Step 2					158,057.23	13,171.44	75.99	6,585.72
Step 3					165,959.95	13,830.00	79.79	6,915.00
Step 4					174,257.95	14,521.50	83.78	7,260.75
Step 5					182,970.87	15,247.57	87.97	7,623.79
Senior Project Manager	E	1	M270	MM171				
Step 1					112,409.84	9,367.49	54.04	4,683.74
Step 2					118,030.42	9,835.87	56.75	4,917.93
Step 3					123,931.89	10,327.66	59.58	5,163.83
Step 4					130,128.53	10,844.04	62.56	5,422.02
Step 5					136,634.88	11,386.24	65.69	5,693.12
Community Liaison	NE	1	M245	MM147				
Step 1					89,283.86	7,440.32	42.92	3,720.16
Step 2					93,748.95	7,812.41	45.07	3,906.21
Step 3					98,437.29	8,203.11	47.33	4,101.55
Step 4					103,360.06	8,613.34	49.69	4,306.67
Step 5					108,529.24	9,044.10	52.18	4,522.05

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Management Analyst	NE	1	M235	MM129				
Step 1					75,177.76	6,264.81	36.14	3,132.41
Step 2					78,936.62	6,578.05	37.95	3,289.03
Step 3					83,273.52	6,939.46	40.04	3,469.73
Step 4					87,437.17	7,286.43	42.04	3,643.22
Step 5					91,369.29	7,614.11	43.93	3,807.05
Building & Safety Division								
Chief Building Official	E	1	M271	MM167				
Step 1					108,086.43	9,007.20	51.96	4,503.60
Step 2					113,490.81	9,457.57	54.56	4,728.78
Step 3					119,165.36	9,930.45	57.29	4,965.22
Step 4					125,123.56	10,426.96	60.16	5,213.48
Step 5					132,144.03	11,012.00	63.53	5,506.00
Senior Permit Technician	NE	1	G410	G129-2				
Step 1					59,568.27	4,964.02	28.64	2,482.01
Step 2					62,546.68	5,212.22	30.07	2,606.11
Step 3					65,673.98	5,472.83	31.57	2,736.42
Step 4					68,957.67	5,746.47	33.15	2,873.24
Step 5					72,399.59	6,033.30	34.81	3,016.65
Housing Division								
Housing Manager	E	1	M209	MM167				
Step 1					108,086.43	9,007.20	51.96	4,503.60
Step 2					113,490.81	9,457.57	54.56	4,728.78
Step 3					119,165.36	9,930.45	57.29	4,965.22
Step 4					125,123.56	10,426.96	60.16	5,213.48
Step 5					132,144.03	11,012.00	63.53	5,506.00
Senior Housing Program Analyst	NE	1	M273	MM156				
Step 1					97,593.06	8,132.75	46.92	4,066.38
Step 2					102,472.75	8,539.40	49.27	4,269.70
Step 3					107,596.39	8,966.37	51.73	4,483.18
Step 4					112,976.24	9,414.69	54.32	4,707.34
Step 5					118,629.01	9,885.75	57.03	4,942.88
Housing Program Analyst	NE	1	M262	MM145				
Step 1					87,887.96	7,324.00	42.25	3,662.00
Step 2					92,282.36	7,690.20	44.37	3,845.10
Step 3					96,896.49	8,074.71	46.58	4,037.35
Step 4					101,741.37	8,478.45	48.91	4,239.22
Step 5					106,838.48	8,903.21	51.36	4,451.60
Administrative Specialist	NE	2	G409	G130				
Step 1					60,308.91	5,025.74	28.99	2,512.87
Step 2					63,324.35	5,277.03	30.44	2,638.51
Step 3					66,490.41	5,540.87	31.97	2,770.43
Step 4					69,815.04	5,817.92	33.56	2,908.96
Step 5					73,317.26	6,109.77	35.25	3,054.89

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Neighborhood Services Division								
Assistant City Prosecutor	E	1	M214	MM160				
Step 1					101,944.83	8,495.40	49.01	4,247.70
Step 2					107,042.09	8,920.17	51.46	4,460.09
Step 3					112,394.16	9,366.18	54.04	4,683.09
Step 4					118,013.86	9,834.49	56.74	4,917.24
Step 5					123,900.46	10,325.04	59.57	5,162.52
Neighborhood Services Manager	E	1	M254	MM159				
Step 1					100,434.09	8,369.51	48.29	4,184.75
Step 2					105,455.76	8,787.98	50.70	4,393.99
Step 3					110,728.59	9,227.38	53.23	4,613.69
Step 4					116,264.99	9,688.75	55.90	4,844.37
Step 5					122,077.53	10,173.13	58.69	5,086.56
Senior Code Enforcement Officer	NE	0	G416	G148				
Step 1					71,020.42	5,918.37	34.14	2,959.18
Step 2					74,571.56	6,214.30	35.85	3,107.15
Step 3					78,300.00	6,525.00	37.64	3,262.50
Step 4					82,214.87	6,851.24	39.53	3,425.62
Step 5					86,325.75	7,193.81	41.50	3,596.91
Code Enforcement Officer II *(Code Enforcement Officer I/II is flexibly staffed; all FTEs budgeted at II)*	NE	5	G316	G139				
Step 1					65,122.60	5,426.88	31.31	2,713.44
Step 2					68,378.70	5,698.22	32.87	2,849.11
Step 3					71,797.62	5,983.14	34.52	2,991.57
Step 4					75,387.51	6,282.29	36.24	3,141.15
Step 5					79,145.30	6,595.44	38.05	3,297.72
Code Enforcement Officer I *(Code Enforcement Officer I/II is flexibly staffed; all FTEs budgeted at II)*	NE	0	G415	G128				
Step 1					58,779.39	4,898.28	28.26	2,449.14
Step 2					61,718.40	5,143.20	29.67	2,571.60
Step 3					64,804.29	5,400.36	31.16	2,700.18
Step 4					68,044.44	5,670.37	32.71	2,835.18
Step 5					71,449.72	5,954.14	34.35	2,977.07
Animal Control Officer	NE	2	G403	G118				
Step 1					53,112.35	4,426.03	25.53	2,213.01
Step 2					55,768.01	4,647.33	26.81	2,323.67
Step 3					58,556.30	4,879.69	28.15	2,439.85
Step 4					61,484.26	5,123.69	29.56	2,561.84
Step 5					64,559.12	5,379.93	31.04	2,689.96
Senior Office Assistant	NE	1	G367	G106				
Step 1					47,397.02	3,949.75	22.79	1,974.88
Step 2					49,766.87	4,147.24	23.93	2,073.62
Step 3					52,255.25	4,354.60	25.12	2,177.30
Step 4					54,867.97	4,572.33	26.38	2,286.17
Step 5					57,604.12	4,800.34	27.69	2,400.17

Add one (1) Assistant Planner FTE. *Total FTEs = 302*								
Department/Division	**FLSA**	**FTE**	**Position No.**	**Pay Grade**	**Annual**	**Monthly**	**Hourly**	**Pay Period**

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Planning Division								
City Planner	E	0	M272	MM177				
Step 1					108,864.24	9,072.02	52.34	4,536.01
Step 2					114,307.44	9,525.62	54.96	4,762.81
Step 3					120,022.80	10,001.90	57.70	5,000.95
Step 4					126,024.00	10,502.00	60.59	5,251.00
Step 5					132,325.20	11,027.10	63.62	5,513.55
Senior Planner	E	2	M253	MM154				
Step 1					96,197.31	8,016.44	46.25	4,008.22
Step 2					101,007.08	8,417.26	48.56	4,208.63
Step 3					106,057.43	8,838.12	50.99	4,419.06
Step 4					111,360.31	9,280.03	53.54	4,640.01
Step 5					116,928.44	9,744.04	56.22	4,872.02
Associate Planner	NE	1	M226	MM134				
Step 1					79,200.95	6,600.08	38.08	3,300.04
Step 2					83,160.98	6,930.08	39.98	3,465.04
Step 3					87,319.11	7,276.59	41.98	3,638.30
Step 4					91,684.99	7,640.42	44.08	3,820.21
Step 5					96,262.93	8,021.91	46.28	4,010.96
Assistant Planner	NE	2	G309	G151				
Step 1					73,156.27	6,096.36	35.17	3,048.18
Step 2					76,810.86	6,400.91	36.93	3,200.45
Step 3					80,658.65	6,721.55	38.78	3,360.78
Step 4					84,699.63	7,058.30	40.72	3,529.15
Step 5					88,933.81	7,411.15	42.76	3,705.58
Landscape Technician	NE	0	G386	G129-2				
Step 1					59,568.27	4,964.02	28.64	2,482.01
Step 2					62,546.68	5,212.22	30.07	2,606.11
Step 3					65,673.98	5,472.83	31.57	2,736.42
Step 4					68,957.67	5,746.47	33.15	2,873.24
Step 5					72,399.59	6,033.30	34.81	3,016.65
Account Clerk	NE	1	G360	G113				
Step 1					50,568.63	4,214.05	24.31	2,107.03
Step 2					53,097.02	4,424.75	25.53	2,212.38
Step 3					55,751.91	4,645.99	26.80	2,323.00
Step 4					58,539.58	4,878.30	28.14	2,439.15
Step 5					61,468.01	5,122.33	29.55	2,561.17
Senior Office Assistant	NE	0	G367	G106				
Step 1					47,397.02	3,949.75	22.79	1,974.88
Step 2					49,766.87	4,147.24	23.93	2,073.62
Step 3					52,255.25	4,354.60	25.12	2,177.30
Step 4					54,867.97	4,572.33	26.38	2,286.17
Step 5					57,604.12	4,800.34	27.69	2,400.17

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
FINANCE DEPARTMENT (14)								
Administration								
Finance Director	E	1	E113	EX123				
Min					159,842.84	13,320.24	76.85	6,660.12
Max					194,284.36	16,190.36	93.41	8,095.18
Finance Manager	E	1	M258	MM167				
Step 1					108,086.43	9,007.20	51.96	4,503.60
Step 2					113,490.81	9,457.57	54.56	4,728.78
Step 3					119,165.36	9,930.45	57.29	4,965.22
Step 4					125,123.56	10,426.96	60.16	5,213.48
Step 5					132,144.03	11,012.00	63.53	5,506.00
Accounting Division								
Accounting Manager	E	1	M257	MM167				
Step 1					108,086.43	9,007.20	51.96	4,503.60
Step 2					113,490.81	9,457.57	54.56	4,728.78
Step 3					119,165.36	9,930.45	57.29	4,965.22
Step 4					125,123.56	10,426.96	60.16	5,213.48
Step 5					132,144.03	11,012.00	63.53	5,506.00
Principal Accountant	E	0	M267	MM160-1				
Step 1					102,473.06	8,539.42	49.27	4,269.71
Step 2					107,596.69	8,966.39	51.73	4,483.20
Step 3					112,976.54	9,414.71	54.32	4,707.36
Step 4					118,625.33	9,885.44	57.03	4,942.72
Step 5					124,556.55	10,379.71	59.88	5,189.86
Senior Accountant	E	0	M288	MM141				
Step 1					84,521.58	7,043.47	40.64	3,521.73
Step 2					88,747.71	7,395.64	42.67	3,697.82
Step 3					93,185.02	7,765.42	44.80	3,882.71
Step 4					97,844.27	8,153.69	47.04	4,076.84
Step 5					102,733.14	8,561.10	49.39	4,280.55
Accountant II *(Accountant I/II is flexibly staffed; all FTEs budgeted at II level)*	E	3	M232	MM131				
Step 1					76,984.13	6,415.34	37.01	3,207.67
Step 2					80,833.29	6,736.11	38.86	3,368.05
Step 3					84,874.89	7,072.91	40.81	3,536.45
Step 4					89,118.73	7,426.56	42.85	3,713.28
Step 5					93,553.46	7,796.12	44.98	3,898.06
Accountant I *(Accountant I/II is flexibly staffed; all FTEs budgeted at II level)*	E	0	M284	MM120-1				
Step 1					69,381.02	5,781.75	33.36	2,890.88
Step 2					72,849.93	6,070.83	35.02	3,035.41
Step 3					76,492.45	6,374.37	36.78	3,187.19
Step 4					80,316.98	6,693.08	38.61	3,346.54
Step 5					84,341.05	7,028.42	40.55	3,514.21

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Management Analyst	NE	1	M235	MM129				
Step 1					75,177.76	6,264.81	36.14	3,132.41
Step 2					78,936.62	6,578.05	37.95	3,289.03
Step 3					83,273.52	6,939.46	40.04	3,469.73
Step 4					87,437.17	7,286.43	42.04	3,643.22
Step 5					91,369.29	7,614.11	43.93	3,807.05
Finance Technician II *(Finance Technician I/II is flexibly staffed)*	NE	1	G341	G128				
Step 1					58,779.39	4,898.28	28.26	2,449.14
Step 2					61,718.40	5,143.20	29.67	2,571.60
Step 3					64,804.29	5,400.36	31.16	2,700.18
Step 4					68,044.44	5,670.37	32.71	2,835.18
Step 5					71,449.72	5,954.14	34.35	2,977.07
Payroll Clerk	NE	1	G377	G128				
Step 1					58,779.39	4,898.28	28.26	2,449.14
Step 2					61,718.40	5,143.20	29.67	2,571.60
Step 3					64,804.29	5,400.36	31.16	2,700.18
Step 4					68,044.44	5,670.37	32.71	2,835.18
Step 5					71,449.72	5,954.14	34.35	2,977.07
Finance Technician I *(Finance Technician I/II is flexibly staffed)*	NE	0	G415	G118				
Step 1					53,112.35	4,426.03	25.53	2,213.01
Step 2					55,768.01	4,647.33	26.81	2,323.67
Step 3					58,556.30	4,879.69	28.15	2,439.85
Step 4					61,484.26	5,123.69	29.56	2,561.84
Step 5					64,559.12	5,379.93	31.04	2,689.96
Account Clerk	NE	2	G360	G113				
Step 1					50,568.63	4,214.05	24.31	2,107.03
Step 2					53,097.02	4,424.75	25.53	2,212.38
Step 3					55,751.91	4,645.99	26.80	2,323.00
Step 4					58,539.58	4,878.30	28.14	2,439.15
Step 5					61,468.01	5,122.33	29.55	2,561.17
Purchasing Division								
Purchasing/Contract Manager	E	0	M283	MM163				
Step 1					104,490.10	8,707.51	50.24	4,353.75
Step 2					109,714.63	9,142.89	52.75	4,571.44
Step 3					115,200.43	9,600.04	55.38	4,800.02
Step 4					120,960.38	10,080.03	58.15	5,040.02
Step 5					127,003.99	10,583.67	61.06	5,291.83
Purchasing Clerk	NE	0	G370	G106				
Step 1					47,397.02	3,949.75	22.79	1,974.88
Step 2					49,766.87	4,147.24	23.93	2,073.62
Step 3					52,255.25	4,354.60	25.12	2,177.30
Step 4					54,867.97	4,572.33	26.38	2,286.17
Step 5					57,604.12	4,800.34	27.69	2,400.17

Add one (1) Assistant Planner FTE. *Total FTEs = 302*								
Department/Division	**FLSA**	**FTE**	**Position No.**	**Pay Grade**	**Annual**	**Monthly**	**Hourly**	**Pay Period**

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Treasury Division								
Senior Account Clerk	NE	1	G350	G118				
Step 1					53,112.35	4,426.03	25.53	2,213.01
Step 2					55,768.01	4,647.33	26.81	2,323.67
Step 3					58,556.30	4,879.69	28.15	2,439.85
Step 4					61,484.26	5,123.69	29.56	2,561.84
Step 5					64,559.12	5,379.93	31.04	2,689.96
Account Clerk	NE	2	G360	G113				
Step 1					50,568.63	4,214.05	24.31	2,107.03
Step 2					53,097.02	4,424.75	25.53	2,212.38
Step 3					55,751.91	4,645.99	26.80	2,323.00
Step 4					58,539.58	4,878.30	28.14	2,439.15
Step 5					61,468.01	5,122.33	29.55	2,561.17
HUMAN RESOURCES/RISK MANAGEMENT DEPARTMENT (5)								
Human Resources/Risk Management Director	E	1	E111	EX104				
Min					145,237.99	12,103.17	69.83	6,051.58
Max					178,323.66	14,860.30	85.73	7,430.15
Human Resources/Risk Manager	E	0	M268	MM167				
Step 1					108,086.43	9,007.20	51.96	4,503.60
Step 2					113,490.81	9,457.57	54.56	4,728.78
Step 3					119,165.36	9,930.45	57.29	4,965.22
Step 4					125,123.56	10,426.96	60.16	5,213.48
Step 5					132,144.03	11,012.00	63.53	5,506.00
Senior Management Analyst	E	2	M223	MM145				
Step 1					87,887.96	7,324.00	42.25	3,662.00
Step 2					92,282.36	7,690.20	44.37	3,845.10
Step 3					96,896.49	8,074.71	46.58	4,037.35
Step 4					101,741.37	8,478.45	48.91	4,239.22
Step 5					106,838.48	8,903.21	51.36	4,451.60
Human Resources/Risk Management Analyst	NE	0	M240	MM129				
Step 1					75,177.76	6,264.81	36.14	3,132.41
Step 2					78,936.62	6,578.05	37.95	3,289.03
Step 3					83,273.52	6,939.46	40.04	3,469.73
Step 4					87,437.17	7,286.43	42.04	3,643.22
Step 5					91,369.29	7,614.11	43.93	3,807.05
Administrative Analyst	NE	1	M282	MM109				
Step 1					62,646.87	5,220.57	30.12	2,610.29
Step 2					65,779.03	5,481.59	31.62	2,740.79
Step 3					69,067.99	5,755.67	33.21	2,877.83
Step 4					72,521.43	6,043.45	34.87	3,021.73
Step 5					76,147.59	6,345.63	36.61	3,172.82

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Wellness Coordinator	NE	0	G385	G135				
Step 1					62,578.88	5,214.91	30.09	2,607.45
Step 2					65,707.86	5,475.66	31.59	2,737.83
Step 3					68,993.24	5,749.44	33.17	2,874.72
Step 4					72,442.83	6,036.90	34.83	3,018.45
Step 5					76,054.19	6,337.85	36.56	3,168.92
Human Resources/Risk Management Specialist	NE	1	G395	G120				
Step 1					53,547.04	4,462.25	25.74	2,231.13
Step 2					56,224.47	4,685.37	27.03	2,342.69
Step 3					59,035.60	4,919.63	28.38	2,459.82
Step 4					61,987.34	5,165.61	29.80	2,582.81
Step 5					65,090.41	5,424.20	31.29	2,712.10
Office Assistant	NE	0	G402	G075				
Step 1					35,799.22	2,983.27	17.21	1,491.63
Step 2					37,589.19	3,132.43	18.07	1,566.22
Step 3					39,468.69	3,289.06	18.98	1,644.53
Step 4					41,442.03	3,453.50	19.92	1,726.75
Step 5					43,514.12	3,626.18	20.92	1,813.09
PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT (13)								
Administration								
Parks, Recreation & Community Services Director	E	1	E117	EX115				
Min					148,686.56	12,390.55	71.48	6,195.27
Max					180,725.87	15,060.49	86.89	7,530.24
Deputy Director of Parks, Recreation & Community Services	E	0	E119	EX100				
Min					118,946.54	9,912.21	57.19	4,956.11
Max					144,580.69	12,048.39	69.51	6,024.20
Management Analyst	NE	0	M235	MM129				
Step 1					75,177.76	6,264.81	36.14	3,132.41
Step 2					78,936.62	6,578.05	37.95	3,289.03
Step 3					83,273.52	6,939.46	40.04	3,469.73
Step 4					87,437.17	7,286.43	42.04	3,643.22
Step 5					91,369.29	7,614.11	43.93	3,807.05
Administrative Assistant	NE	2	G400	G128				
Step 1					58,779.39	4,898.28	28.26	2,449.14
Step 2					61,718.40	5,143.20	29.67	2,571.60
Step 3					64,804.29	5,400.36	31.16	2,700.18
Step 4					68,044.44	5,670.37	32.71	2,835.18
Step 5					71,449.72	5,954.14	34.35	2,977.07

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Aquatics Division								
Aquatics Supervisor	NE	1	M277	MM139				
Step 1					82,501.66	6,875.14	39.66	3,437.57
Step 2					86,626.83	7,218.90	41.65	3,609.45
Step 3					90,958.18	7,579.85	43.73	3,789.92
Step 4					95,506.17	7,958.85	45.92	3,979.42
Step 5					100,286.28	8,357.19	48.21	4,178.59
Aquatics Coordinator	NE	1	G392	G135				
Step 1					62,578.88	5,214.91	30.09	2,607.45
Step 2					65,707.86	5,475.66	31.59	2,737.83
Step 3					68,993.24	5,749.44	33.17	2,874.72
Step 4					72,442.83	6,036.90	34.83	3,018.45
Step 5					76,054.19	6,337.85	36.56	3,168.92
Community Wellness & Senior Services Division								
Parks, Recreation & Community Services Supervisor	NE	1	M255	MM139				
Step 1					82,501.66	6,875.14	39.66	3,437.57
Step 2					86,626.83	7,218.90	41.65	3,609.45
Step 3					90,958.18	7,579.85	43.73	3,789.92
Step 4					95,506.17	7,958.85	45.92	3,979.42
Step 5					100,286.28	8,357.19	48.21	4,178.59
Recreation Coordinator	NE	1	G319	G135				
Step 1					62,578.88	5,214.91	30.09	2,607.45
Step 2					65,707.86	5,475.66	31.59	2,737.83
Step 3					68,993.24	5,749.44	33.17	2,874.72
Step 4					72,442.83	6,036.90	34.83	3,018.45
Step 5					76,054.19	6,337.85	36.56	3,168.92
Social Worker	NE	1	G365	G121				
Step 1					54,577.36	4,548.11	26.24	2,274.06
Step 2					57,306.30	4,775.52	27.55	2,387.76
Step 3					60,171.56	5,014.30	28.93	2,507.15
Step 4					63,180.22	5,265.02	30.38	2,632.51
Step 5					66,346.13	5,528.84	31.90	2,764.42
Office Assistant	NE	0	G402	G075				
Step 1					35,799.22	2,983.27	17.21	1,491.63
Step 2					37,589.19	3,132.43	18.07	1,566.22
Step 3					39,468.69	3,289.06	18.98	1,644.53
Step 4					41,442.03	3,453.50	19.92	1,726.75
Step 5					43,514.12	3,626.18	20.92	1,813.09
Facilities, Special Programs and Events Division								
Parks, Recreation & Community Services Supervisor	NE	1	M255	MM139				
Step 1					82,501.66	6,875.14	39.66	3,437.57
Step 2					86,626.83	7,218.90	41.65	3,609.45
Step 3					90,958.18	7,579.85	43.73	3,789.92
Step 4					95,506.17	7,958.85	45.92	3,979.42
Step 5					100,286.28	8,357.19	48.21	4,178.59

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Recreation Division								
Recreation Services Manager	E	1	M250	MM160				
Step 1					101,944.83	8,495.40	49.01	4,247.70
Step 2					107,042.09	8,920.17	51.46	4,460.09
Step 3					112,394.16	9,366.18	54.04	4,683.09
Step 4					118,013.86	9,834.49	56.74	4,917.24
Step 5					123,900.46	10,325.04	59.57	5,162.52
Recreation Coordinator	NE	3	G319	G135				
Step 1					62,578.88	5,214.91	30.09	2,607.45
Step 2					65,707.86	5,475.66	31.59	2,737.83
Step 3					68,993.24	5,749.44	33.17	2,874.72
Step 4					72,442.83	6,036.90	34.83	3,018.45
Step 5					76,054.19	6,337.85	36.56	3,168.92
POLICE DEPARTMENT (160 - 122 Sworn, 38 Civilian)								
Sworn Personnel								
Chief of Police	E	1	E103	EX142				
Min					212,866.03	17,738.84	102.34	8,869.42
Max					258,740.76	21,561.73	124.39	10,780.87
Police Captain	E	2	P501	PM115				
Step 1					168,548.93	14,045.74	81.03	7,022.87
Step 2					176,976.32	14,748.03	85.08	7,374.01
Step 3					185,825.17	15,485.43	89.34	7,742.72
Step 4					195,116.49	16,259.71	93.81	8,129.85
Step 5					204,878.31	17,073.19	98.50	8,536.60
Police Lieutenant	E	6	P502	PM100				
Step 1					146,564.29	12,213.69	70.46	6,106.85
Step 2					153,892.45	12,824.37	73.99	6,412.19
Step 3					161,587.11	13,465.59	77.69	6,732.80
Step 4					169,666.51	14,138.88	81.57	7,069.44
Step 5					178,155.05	14,846.25	85.65	7,423.13
Police Sergeant	NE	16	S601	P123-1				
Step 1					101,052.96	8,421.08	48.58	4,210.54
Step 2					106,105.64	8,842.14	51.01	4,421.07
Step 3					111,410.92	9,284.24	53.56	4,642.12
Step 4					116,981.36	9,748.45	56.24	4,874.22
Step 5					122,832.15	10,236.01	59.05	5,118.01
Helicopter Pilot	NE	1	S602	P123				
Step 1					100,990.46	8,415.87	48.55	4,207.94
Step 2					106,039.93	8,836.66	50.98	4,418.33
Step 3					111,342.00	9,278.50	53.53	4,639.25
Step 4					116,909.08	9,742.42	56.21	4,871.21
Step 5					122,754.03	10,229.50	59.02	5,114.75

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Police Corporal	NE	13	S606	P107				
Step 1					86,132.35	7,177.70	41.41	3588.85
Step 2					90,439.04	7,536.59	43.48	3768.29
Step 3					94,960.95	7,913.41	45.65	3956.71
Step 4					99,708.90	8,309.07	47.94	4154.54
Step 5					104,689.88	8,724.16	50.33	4362.08
Police Officer II	NE	12	S609	P106				
Step 1					85,528.72	7,127.39	41.12	3563.70
Step 2					89,805.19	7,483.77	43.18	3741.88
Step 3					94,295.42	7,857.95	45.33	3928.98
Step 4					99,010.22	8,250.85	47.60	4125.43
Step 5					103,962.44	8,663.54	49.98	4331.77
Police Officer/Bonus Assignment *(Combined with Police Officer, maximum FTEs = 71; underfills permitted)*	NE	39	S605	P106				
Step 1					85,528.72	7,127.39	41.12	3,563.70
Step 2					89,805.19	7,483.77	43.18	3,741.88
Step 3					94,295.42	7,857.95	45.33	3,928.98
Step 4					99,010.22	8,250.85	47.60	4,125.43
Step 5					103,962.44	8,663.54	49.98	4,331.77
Police Officer	NE	32	S608	P100				
Step 1					80,792.61	6,732.72	38.84	3,366.36
Step 2					84,832.24	7,069.35	40.78	3,534.68
Step 3					89,073.80	7,422.82	42.82	3,711.41
Step 4					93,527.53	7,793.96	44.97	3,896.98
Step 5					98,204.80	8,183.73	47.21	4,091.87
Civilian Personnel								
Police Communications Manager	E	1	M227	MM141				
Step 1					84,521.58	7,043.47	40.64	3,521.73
Step 2					88,747.71	7,395.64	42.67	3,697.82
Step 3					93,185.02	7,765.42	44.80	3,882.71
Step 4					97,844.27	8,153.69	47.04	4,076.84
Step 5					102,733.14	8,561.10	49.39	4,280.55
Management Analyst	NE	1	M235	MM129				
Step 1					75,177.76	6,264.81	36.14	3,132.41
Step 2					78,936.62	6,578.05	37.95	3,289.03
Step 3					83,273.52	6,939.46	40.04	3,469.73
Step 4					87,437.17	7,286.43	42.04	3,643.22
Step 5					91,369.29	7,614.11	43.93	3,807.05
Senior Administrative Assistant	NE	1	M251	MM120-1				
Step 1					69,381.02	5,781.75	33.36	2,890.88
Step 2					72,849.93	6,070.83	35.02	3,035.41
Step 3					76,492.45	6,374.37	36.78	3,187.19
Step 4					80,316.98	6,693.08	38.61	3,346.54
Step 5					84,341.05	7,028.42	40.55	3,514.21

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Police Recruit *(Utilized only to fill Police Officer vacancies; excluded from total FTEs)*	NE	N/A	G394	G148				
Step 1					71,020.42	5,918.37	34.14	2,959.18
Step 2					74,571.56	6,214.30	35.85	3,107.15
Step 3					78,300.00	6,525.00	37.64	3,262.50
Step 4					82,214.87	6,851.24	39.53	3,425.62
Step 5					86,325.75	7,193.81	41.50	3,596.91
Custody Supervisor	NE	1	G411	G142				
Step 1					66,813.01	5,567.75	32.12	2,783.88
Step 2					70,153.85	5,846.15	33.73	2,923.08
Step 3					73,661.38	6,138.45	35.41	3,069.22
Step 4					77,344.42	6,445.37	37.18	3,222.68
Step 5					81,222.15	6,768.51	39.05	3,384.26
Police Dispatch Shift Supervisor	NE	4	G312	G142				
Step 1					66,813.01	5,567.75	32.12	2,783.88
Step 2					70,153.85	5,846.15	33.73	2,923.08
Step 3					73,661.38	6,138.45	35.41	3,069.22
Step 4					77,344.42	6,445.37	37.18	3,222.68
Step 5					81,222.15	6,768.51	39.05	3,384.26
Property and Evidence Technician	NE	1	G330	G133				
Step 1					61,628.95	5,135.75	29.63	2,567.87
Step 2					64,710.41	5,392.53	31.11	2,696.27
Step 3					67,946.03	5,662.17	32.67	2,831.08
Step 4					71,343.32	5,945.28	34.30	2,972.64
Step 5					74,911.12	6,242.59	36.01	3,121.30
Police Records Supervisor	NE	1	G346	G133				
Step 1					61,628.95	5,135.75	29.63	2,567.87
Step 2					64,710.41	5,392.53	31.11	2,696.27
Step 3					67,946.03	5,662.17	32.67	2,831.08
Step 4					71,343.32	5,945.28	34.30	2,972.64
Step 5					74,911.12	6,242.59	36.01	3,121.30
Administrative Specialist	NE	1	G409	G130				
Step 1					60,308.91	5,025.74	28.99	2,512.87
Step 2					63,324.35	5,277.03	30.44	2,638.51
Step 3					66,490.41	5,540.87	31.97	2,770.43
Step 4					69,815.04	5,817.92	33.56	2,908.96
Step 5					73,317.26	6,109.77	35.25	3,054.89
Custody Officer	NE	7	G338	G129				
Step 1					59,085.26	4,923.77	28.41	2,461.89
Step 2					62,039.68	5,169.97	29.83	2,584.99
Step 3					65,141.48	5,428.46	31.32	2,714.23
Step 4					68,398.62	5,699.88	32.88	2,849.94
Step 5					71,820.07	5,985.01	34.53	2,992.50

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Police Dispatcher	NE	10	G339	G129				
Step 1					59,085.26	4,923.77	28.41	2,461.89
Step 2					62,039.68	5,169.97	29.83	2,584.99
Step 3					65,141.48	5,428.46	31.32	2,714.23
Step 4					68,398.62	5,699.88	32.88	2,849.94
Step 5					71,820.07	5,985.01	34.53	2,992.50
Senior Equipment Maintenance Technician	NE	0	G343	G128				
Step 1					58,779.39	4,898.28	28.26	2,449.14
Step 2					61,718.40	5,143.20	29.67	2,571.60
Step 3					64,804.29	5,400.36	31.16	2,700.18
Step 4					68,044.44	5,670.37	32.71	2,835.18
Step 5					71,449.72	5,954.14	34.35	2,977.07
Senior Parking Technician	NE	1	G412	G123				
Step 1					55,897.54	4,658.13	26.87	2,329.06
Step 2					58,692.51	4,891.04	28.22	2,445.52
Step 3					61,627.03	5,135.59	29.63	2,567.79
Step 4					64,708.50	5,392.37	31.11	2,696.19
Step 5					67,939.99	5,661.67	32.66	2,830.83
Support Services Specialist	NE	0	G397	G123				
Step 1					55,897.54	4,658.13	26.87	2,329.06
Step 2					58,692.51	4,891.04	28.22	2,445.52
Step 3					61,627.03	5,135.59	29.63	2,567.79
Step 4					64,708.50	5,392.37	31.11	2,696.19
Step 5					67,939.99	5,661.67	32.66	2,830.83
Equipment Maintenance Technician	NE	1	G349	G118				
Step 1					53,112.35	4,426.03	25.53	2,213.01
Step 2					55,768.01	4,647.33	26.81	2,323.67
Step 3					58,556.30	4,879.69	28.15	2,439.85
Step 4					61,484.26	5,123.69	29.56	2,561.84
Step 5					64,559.12	5,379.93	31.04	2,689.96
Parking Technician	NE	1	G357	G114				
Step 1					51,035.49	4,252.96	24.54	2,126.48
Step 2					53,587.44	4,465.62	25.76	2,232.81
Step 3					56,266.57	4,688.88	27.05	2,344.44
Step 4					59,079.95	4,923.33	28.40	2,461.66
Step 5					62,047.64	5,170.64	29.83	2,585.32
Police Records Technician	NE	7	G363	G110				
Step 1					49,296.76	4,108.06	23.70	2,054.03
Step 2					51,761.61	4,313.47	24.89	2,156.73
Step 3					54,349.66	4,529.14	26.13	2,264.57
Step 4					57,067.11	4,755.59	27.44	2,377.80
Step 5					59,922.50	4,993.54	28.81	2,496.77

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
PUBLIC WORKS AND UTILITIES DEPARTMENT (70)								
Administration								
Public Works & Utilities Director	E	1	E114	EX123				
Min					159,842.84	13,320.24	76.85	6,660.12
Max					194,284.36	16,190.36	93.41	8,095.18
Deputy Director of Public Works & Utilities	E	0	E118	EX116				
Min					150,530.62	12,544.22	72.37	6,272.11
Max					182,970.87	15,247.57	87.97	7,623.79
Senior Project Manager	E	1	M270	MM171				
Step 1					112,409.84	9,367.49	54.04	4,683.74
Step 2					118,030.42	9,835.87	56.75	4,917.93
Step 3					123,931.89	10,327.66	59.58	5,163.83
Step 4					130,128.53	10,844.04	62.56	5,422.02
Step 5					136,634.88	11,386.24	65.69	5,693.12
Senior Administrative Assistant	NE	1	M251	MM120-1				
Step 1					69,381.02	5,781.75	33.36	2,890.88
Step 2					72,849.93	6,070.83	35.02	3,035.41
Step 3					76,492.45	6,374.37	36.78	3,187.19
Step 4					80,316.98	6,693.08	38.61	3,346.54
Step 5					84,341.05	7,028.42	40.55	3,514.21
Engineering Division								
City Engineer	E	1	M261	MM200				
Step 1					147,999.06	12,333.25	71.15	6,166.63
Step 2					155,398.90	12,949.91	74.71	6,474.95
Step 3					163,168.95	13,597.41	78.45	6,798.71
Step 4					171,327.33	14,277.28	82.37	7,138.64
Step 5					179,818.48	14,984.87	86.45	7,492.44
Senior Civil Engineer	E	1	M286	MM153				
Step 1					94,764.60	7,897.05	45.56	3,948.53
Step 2					99,502.77	8,291.90	47.84	4,145.95
Step 3					104,477.83	8,706.49	50.23	4,353.24
Step 4					109,701.75	9,141.81	52.74	4,570.91
Step 5					115,186.93	9,598.91	55.38	4,799.46
Senior Management Analyst	E	0	M223	MM145				
Step 1					87,887.96	7,324.00	42.25	3,662.00
Step 2					92,282.36	7,690.20	44.37	3,845.10
Step 3					96,896.49	8,074.71	46.58	4,037.35
Step 4					101,741.37	8,478.45	48.91	4,239.22
Step 5					106,838.48	8,903.21	51.36	4,451.60

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Associate Civil Engineer	E	0	M280	MM140				
Step 1					83,326.67	6,943.89	40.06	3,471.94
Step 2					87,493.10	7,291.09	42.06	3,645.55
Step 3					91,867.78	7,655.65	44.17	3,827.82
Step 4					96,461.16	8,038.43	46.38	4,019.22
Step 5					101,289.02	8,440.75	48.70	4,220.38
Management Analyst *(transfer from PRCS and reclassified from Administrative Analyst)*	NE	1	M235	MM129				
Step 1					75,177.76	6,264.81	36.14	3,132.41
Step 2					78,936.62	6,578.05	37.95	3,289.03
Step 3					83,273.52	6,939.46	40.04	3,469.73
Step 4					87,437.17	7,286.43	42.04	3,643.22
Step 5					91,369.29	7,614.11	43.93	3,807.05
Public Works Inspector	NE	0	M265	MM118				
Step 1					68,149.26	5,679.10	32.76	2,839.55
Step 2					71,556.72	5,963.06	34.40	2,981.53
Step 3					75,134.68	6,261.22	36.12	3,130.61
Step 4					78,891.42	6,574.28	37.93	3,287.14
Step 5					82,835.91	6,902.99	39.82	3,451.50
Public Works Clerk	NE	1	G387	G100				
Step 1					44,869.33	3,739.11	21.57	1,869.56
Step 2					47,112.96	3,926.08	22.65	1,963.04
Step 3					49,468.46	4,122.37	23.78	2,061.19
Step 4					51,942.00	4,328.50	24.97	2,164.25
Step 5					54,529.16	4,544.10	26.22	2,272.05
Maintenance Division								
Public Works Operations Manager	E	1	M203	MM190				
Step 1					133,753.35	11,146.11	64.30	5,573.06
Step 2					140,440.93	11,703.41	67.52	5,851.71
Step 3					147,462.91	12,288.58	70.90	6,144.29
Step 4					154,836.07	12,903.01	74.44	6,451.50
Step 5					162,573.11	13,547.76	78.16	6,773.88
Public Works Maintenance Supervisor	E	1	M213	MM160				
Step 1					101,944.83	8,495.40	49.01	4,247.70
Step 2					107,042.09	8,920.17	51.46	4,460.09
Step 3					112,394.16	9,366.18	54.04	4,683.09
Step 4					118,013.86	9,834.49	56.74	4,917.24
Step 5					123,900.46	10,325.04	59.57	5,162.52
Public Works Supervisor	NE	3	M243	MM137				
Step 1					81,220.97	6,768.41	39.05	3,384.21
Step 2					85,282.48	7,106.87	41.00	3,553.44
Step 3					89,546.48	7,462.21	43.05	3,731.10
Step 4					94,022.84	7,835.24	45.20	3,917.62
Step 5					98,726.17	8,227.18	47.46	4,113.59

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Administrative Analyst	NE	1	M282	MM109				
Step 1					62,646.87	5,220.57	30.12	2,610.29
Step 2					65,779.03	5,481.59	31.62	2,740.79
Step 3					69,067.99	5,755.67	33.21	2,877.83
Step 4					72,521.43	6,043.45	34.87	3,021.73
Step 5					76,147.59	6,345.63	36.61	3,172.82
Senior Heavy Equipment Mechanic	NE	1	G315	G141				
Step 1					66,458.87	5,538.24	31.95	2,769.12
Step 2					69,781.88	5,815.16	33.55	2,907.58
Step 3					73,270.98	6,105.92	35.23	3,052.96
Step 4					76,934.43	6,411.20	36.99	3,205.60
Step 5					80,787.40	6,732.28	38.84	3,366.14
Traffic Signal Technician	NE	1	G314	G141				
Step 1					66,458.87	5,538.24	31.95	2,769.12
Step 2					69,781.88	5,815.16	33.55	2,907.58
Step 3					73,270.98	6,105.92	35.23	3,052.96
Step 4					76,934.43	6,411.20	36.99	3,205.60
Step 5					80,787.40	6,732.28	38.84	3,366.14
Irrigation Senior Specialist	NE	0	G389	G140				
Step 1					65,927.58	5,493.97	31.70	2,746.98
Step 2					69,224.06	5,768.67	33.28	2,884.34
Step 3					72,685.46	6,057.12	34.94	3,028.56
Step 4					76,319.87	6,359.99	36.69	3,179.99
Step 5					80,143.52	6,678.63	38.53	3,339.31
Maintenance Specialist	NE	1	G404	G133				
Step 1					61,628.95	5,135.75	29.63	2,567.87
Step 2					64,710.41	5,392.53	31.11	2,696.27
Step 3					67,946.03	5,662.17	32.67	2,831.08
Step 4					71,343.32	5,945.28	34.30	2,972.64
Step 5					74,911.12	6,242.59	36.01	3,121.30
Heavy Equipment Mechanic	NE	1	G334	G133				
Step 1					61,628.95	5,135.75	29.63	2,567.87
Step 2					64,710.41	5,392.53	31.11	2,696.27
Step 3					67,946.03	5,662.17	32.67	2,831.08
Step 4					71,343.32	5,945.28	34.30	2,972.64
Step 5					74,911.12	6,242.59	36.01	3,121.30
Electrician Assistant	NE	1	G335	G130				
Step 1					60,308.91	5,025.74	28.99	2,512.87
Step 2					63,324.35	5,277.03	30.44	2,638.51
Step 3					66,490.41	5,540.87	31.97	2,770.43
Step 4					69,815.04	5,817.92	33.56	2,908.96
Step 5					73,317.26	6,109.77	35.25	3,054.89

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Maintenance Crew Leader	NE	6	G336	G129-1				
Step 1					59,358.93	4,946.58	28.54	2,473.29
Step 2					62,326.92	5,193.91	29.96	2,596.95
Step 3					65,443.16	5,453.60	31.46	2,726.80
Step 4					68,715.47	5,726.29	33.04	2,863.14
Step 5					72,141.94	6,011.83	34.68	3,005.91
Maintenance Worker	NE	20	G356	G114				
Step 1					51,035.49	4,252.96	24.54	2,126.48
Step 2					53,587.44	4,465.62	25.76	2,232.81
Step 3					56,266.57	4,688.88	27.05	2,344.44
Step 4					59,079.95	4,923.33	28.40	2,461.66
Step 5					62,047.64	5,170.64	29.83	2,585.32
Transportation Division								
Transportation Operations Manager	E	1	M256	MM160				
Step 1					101,944.83	8,495.40	49.01	4,247.70
Step 2					107,042.09	8,920.17	51.46	4,460.09
Step 3					112,394.16	9,366.18	54.04	4,683.09
Step 4					118,013.86	9,834.49	56.74	4,917.24
Step 5					123,900.46	10,325.04	59.57	5,162.52
Transportation Analyst	NE	1	M275	MM140				
De					83,326.67	6,943.89	40.06	3,471.94
Step 2					87,493.10	7,291.09	42.06	3,645.55
Step 3					91,867.78	7,655.65	44.17	3,827.82
Step 4					96,461.16	8,038.43	46.38	4,019.22
Step 5					101,289.02	8,440.75	48.70	4,220.38
Transportation Coordinator	NE	2	G320	G135				
Step 1					62,578.88	5,214.91	30.09	2,607.45
Step 2					65,707.86	5,475.66	31.59	2,737.83
Step 3					68,993.24	5,749.44	33.17	2,874.72
Step 4					72,442.83	6,036.90	34.83	3,018.45
Step 5					76,054.19	6,337.85	36.56	3,168.92
Senior Transportation Driver	NE	2	G413	G128				
Step 1					58,779.39	4,898.28	28.26	2,449.14
Step 2					61,718.40	5,143.20	29.67	2,571.60
Step 3					64,804.29	5,400.36	31.16	2,700.18
Step 4					68,044.44	5,670.37	32.71	2,835.18
Step 5					71,449.72	5,954.14	34.35	2,977.07
Transportation Driver	NE	2	G407	G120				
Step 1					53,547.04	4,462.25	25.74	2,231.13
Step 2					56,224.47	4,685.37	27.03	2,342.69
Step 3					59,035.60	4,919.63	28.38	2,459.82
Step 4					61,987.34	5,165.61	29.80	2,582.81
Step 5					65,090.41	5,424.20	31.29	2,712.10

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Administrative Clerk	NE	1	G372	G100				
Step 1					44,869.33	3,739.11	21.57	1,869.56
Step 2					47,112.96	3,926.08	22.65	1,963.04
Step 3					49,468.46	4,122.37	23.78	2,061.19
Step 4					51,942.00	4,328.50	24.97	2,164.25
Step 5					54,529.16	4,544.10	26.22	2,272.05
Utilities Division								
Utilities Manager	E	1	M264	MM197				
Step 1					143,688.34	11,974.03	69.08	5,987.01
Step 2					150,872.72	12,572.73	72.53	6,286.36
Step 3					158,416.25	13,201.35	76.16	6,600.68
Step 4					166,337.07	13,861.42	79.97	6,930.71
Step 5					174,581.37	14,548.45	83.93	7,274.22
Water Systems Supervisor	NE	1	M248	MM160				
Step 1					101,944.83	8,495.40	49.01	4,247.70
Step 2					107,042.09	8,920.17	51.46	4,460.09
Step 3					112,394.16	9,366.18	54.04	4,683.09
Step 4					118,013.86	9,834.49	56.74	4,917.24
Step 5					123,900.46	10,325.04	59.57	5,162.52
Associate Civil Engineer	E	1	M280	MM140				
Step 1					83,326.67	6,943.89	40.06	3,471.94
Step 2					87,493.10	7,291.09	42.06	3,645.55
Step 3					91,867.78	7,655.65	44.17	3,827.82
Step 4					96,461.16	8,038.43	46.38	4,019.22
Step 5					101,289.02	8,440.75	48.70	4,220.38
GIS Analyst	E	1	M285	MM129				
Step 1					75,177.76	6,264.81	36.14	3,132.41
Step 2					78,936.62	6,578.05	37.95	3,289.03
Step 3					83,273.52	6,939.46	40.04	3,469.73
Step 4					87,437.17	7,286.43	42.04	3,643.22
Step 5					91,369.29	7,614.11	43.93	3,807.05
Water Systems Crew Leader	NE	1	G388	G146				
Step 1					69,630.52	5,802.54	33.48	2,901.27
Step 2					73,111.96	6,092.66	35.15	3,046.33
Step 3					76,767.60	6,397.30	36.91	3,198.65
Step 4					80,605.98	6,717.16	38.75	3,358.58
Step 5					84,619.14	7,051.60	40.68	3,525.80
Collections Crew Leader	NE	1	G380	G142				
Step 1					66,813.01	5,567.75	32.12	2,783.88
Step 2					70,153.85	5,846.15	33.73	2,923.08
Step 3					73,661.38	6,138.45	35.41	3,069.22
Step 4					77,344.42	6,445.37	37.18	3,222.68
Step 5					81,222.15	6,768.51	39.05	3,384.26

City of El Monte Classification and Compensation Plan - Full Time Classifications
Effective January 1, 2022 - Amended December 14, 2021

Add one (1) Assistant Planner FTE. *Total FTEs = 302*

Department/Division	FLSA	FTE	Position No.	Pay Grade	Annual	Monthly	Hourly	Pay Period
Water Systems Operator II *(Water Systems Operator I/II is flexibly staffed)*	NE	3	G318	G136				
Step 1					63,174.62	5,264.55	30.37	2,632.28
Step 2					66,333.31	5,527.78	31.89	2,763.89
Step 3					69,649.98	5,804.16	33.49	2,902.08
Step 4					73,132.45	6,094.37	35.16	3,047.19
Step 5					76,778.65	6,398.22	36.91	3,199.11
Collections Worker II *(Collections Worker I/II is flexibly staffed)*	NE	2	G379	G129-1				
Step 1					59,358.93	4,946.58	28.54	2,473.29
Step 2					62,326.92	5,193.91	29.96	2,596.95
Step 3					65,443.16	5,453.60	31.46	2,726.80
Step 4					68,715.47	5,726.29	33.04	2,863.14
Step 5					72,141.94	6,011.83	34.68	3,005.91
Water Systems Operator I *(Water Systems Operator I/II is flexibly staffed)*	NE	1	G416	G125				
Step 1					57,017.94	4,751.49	27.41	2,375.75
Step 2					59,868.75	4,989.06	28.78	2,494.53
Step 3					62,862.23	5,238.52	30.22	2,619.26
Step 4					66,005.32	5,500.44	31.73	2,750.22
Step 4A					66,333.31	5,527.78	31.89	2,763.89
Step 5					69,305.67	5,775.47	33.32	2,887.74
Water Meter Reader	NE	1	G354	G117				
Step 1					52,323.55	4,360.30	25.16	2,180.15
Step 2					54,939.75	4,578.31	26.41	2,289.16
Step 3					57,686.67	4,807.22	27.73	2,403.61
Step 4					60,571.09	5,047.59	29.12	2,523.80
Step 5					63,609.23	5,300.77	30.58	2,650.38
Collections Worker I *(Collections Worker I/II is flexibly staffed)*	NE	3	G378	G117				
Step 1					52,323.55	4,360.30	25.16	2,180.15
Step 2					54,939.75	4,578.31	26.41	2,289.16
Step 3					57,686.67	4,807.22	27.73	2,403.61
Step 4					60,571.09	5,047.59	29.12	2,523.80
Step 5					63,609.23	5,300.77	30.58	2,650.38
Office Assistant	NE	1	G402	G075				
Step 1					35,799.22	2,983.27	17.21	1,491.63
Step 2					37,589.19	3,132.43	18.07	1,566.22
Step 3					39,468.69	3,289.06	18.98	1,644.53
Step 4					41,442.03	3,453.50	19.92	1,726.75
Step 5					43,514.12	3,626.18	20.92	1,813.09

EXHIBIT "B"
CLASSIFICATION AND COMPENSATION PLAN – PART TIME CLASSIFICATIONS
EFFECTIVE JANUARY 1, 2022

City of El Monte Classification and Compensation Plan - Part Time Classifications
Effective January 1, 2022 - Amended December 14, 2021

No changes. *Total FTEs = 185*

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 (5)								
Administration								
Administrative Assistant - P/T			1			T864	PT1653	16.53
Housing Division								
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								
Principal Accountant - RETIRED ANNUITANT					1	T904	PT5432	54.32
Treasury Division								
Office Assistant - P/T			1			T728	PT1500	15.00
HUMAN RESOURCES/RISK MANAGEMENT DEPARTMENT (1)								
Office Assistant - P/T			1			T728	PT1500	15.00
PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT (124)								
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	PT1600	16.00
Museum Curator - P/T						T877	PT1500	15.00
Recreation Leader - P/T			1	2		T881	PT1500	15.00

City of El Monte Classification and Compensation Plan - Part Time Classifications
Effective January 1, 2022 - Amended December 14, 2021

No changes. *Total FTEs = 185*

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					16.64
Step 2								17.47
Step 3								18.35
Senior Instructor Guard - P/T			2	1		T774	PT1600	16.00
Instructor Guard - P/T	5	5		4		T709	PT1550	15.50
Lifeguard - P/T	3	4		7		T710	PT1500	15.00
Recreation Leader - P/T	2			6		T881	PT1500	15.00
Community Wellness & Senior Services Division								
Social Worker - P/T						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			5			T784	PT1600	16.00
Recreation Leader - P/T			2	1		T881	PT1500	15.00
Facilities, Special Programs and Events Division								
Program Coordinator - P/T						T870	PT1900-S	
Step 1			5					19.00
Step 2								19.95
Step 3								20.95
Step 4								21.99
Step 5								23.09
Program Specialist - P/T		3	10			T784	PT1600	16.00
Recreation Leader - P/T		1	9	2		T881	PT1500	15.00
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	1		4			T784	PT1600	16.00
Recreation Leader - P/T	4	4	18	4		T881	PT1500	15.00

City of El Monte Classification and Compensation Plan - Part Time Classifications
Effective January 1, 2022 - Amended December 14, 2021

No changes. *Total FTEs = 185*

Department/Division	FTE 0.25	FTE 0.50	FTE 0.75	Seasonal	Retired Annuitant	Position No.	Pay Grade	Hourly Rate
POLICE DEPARTMENT (10)								
Police Officer/Bonus Assignment - RETIRED ANNUITANT					2	T905	PT4806	48.06
Background Investigator - P/T	1					T761	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
Police Cadet - P/T			6			T737	PT1500	15.00
Reserve Police Officer - P/T						T746	PT1500	15.00
PUBLIC WORKS & UTILITIES DEPARTMENT (42)								
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	PT1500	15.00
Maintenance Division								
Administrative Assistant - P/T			1			T864	PT1653	16.53
Office Assistant - P/T			2			T728	PT1500	15.00
Maintenance Worker - P/T			21			T853	PT1500	15.00
Transportation Division								
Transportation Analyst - P/T		1				T884	PT4206	42.06
Transportation Driver - P/T	0	3	3	0		T729	PT2000	20.00
Administrative Assistant - P/T			1			T864	PT1653	16.53
Office Assistant - P/T			3			T728	PT1500	15.00
Transit Safety Ambassador - P/T			3			T722	PT1500	15.00
Utilities Division								
Water Systems Supervisor - RETIRED ANNUITANT					1	T906	PT5403	54.03
Water Systems Crew Leader - RETIRED ANNUITANT					1	T908	PT3690	36.90

EXHIBIT "C"
CLASSIFICATION AND COMPENSATION PLAN – INTERN CLASSIFICATIONS
EFFECTIVE JANUARY 1, 2022

City of El Monte Classification and Compensation Plan - Intern Classifications
Effective January 1, 2022 - Amended December 14, 2021

No changes. *Total positions = 5*

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	2	I100	UNPAID	N/A
Planning Division				
Planning Intern	3	I101	UNPAID	N/A
FINANCE DEPARTMENT				
HUMAN RESOURCES/RISK MANAGEMENT DEPARTMENT				
PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT				
POLICE DEPARTMENT				
PUBLIC WORKS & UTILITIES DEPARTMENT				