

**LOCATION:**

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

**DATE AND TIME:**

Wednesday,  
February 11, 2026  
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*

- ♦ *Viviana Longoria, Mayor Pro Tem* ♦ *Marisol Cortez, Councilmember*
- ♦ *Sheila Crippen-Thomas, Councilmember* ♦ *Cindy Galvan, Councilmember*
- ♦ *Martin Herrera, Councilmember* ♦ *Dr. Julia Ruedas, Councilmember*

---

This meeting shall be conducted in compliance with the procedures of Government Code section 54953 as most recently amended by AB 2449 which took effect January 1, 2023. As amended by AB 2449, Government Code section 54953(f) allows less than a quorum of the City Council to participate remotely at any given meeting of the City Council where the remote participant(s) have a statutorily defined “just cause” reason or “emergency” reason for participating remotely. When a member of the City Council participates remotely pursuant to Government Code section 54953(f), the location from which the City Council member is participating remotely does not need to be identified on the agenda and does not need to be open to members of the public. Because Government Code Section 54953(f) allows City Council members to notify the City of their need to participate remotely as late as the start of the meeting, the City Council will prepare for all meetings with the assumption that some number of its members (less than a quorum) might need to participate remotely pursuant to Government Code Section 54953(f). All such meetings will be conducted in compliance with the requirements of Government Code Section 54953(f)(1). Per Government Code Section 54953(f)(2)(B), any City Council member who participates remotely per Government Code section 54953(f) “**shall publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member’s relationship with any such individuals**”.

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

- (1) Turn your TV to Channel 3; or

## City Council Regular Meeting of February 11, 2026

- (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:

- (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; or
- (2) By submitting comments in writing before the conclusion of the portion of the agenda set aside for General Public Comment or in the case of a matter set for Public Hearing before the conclusion of the public comment portion of the Public Hearing. If written comments should identify which agenda item(s) they pertain to a non-agendized matter that is within the subject matter jurisdiction of the City Council.

**The City Council will not receive public comment via telephone, unless one or more members of the City Council is participating remotely pursuant to paragraphs (e) or (f) of Government Code Section 54953.** When the call-in option is required by Government Code Sections 54953(e) and (f), members of the public may also offer comment by calling-in to the conference line at (888) 204-5987; Code 8167975 by or before any of the specific times allotted on the agenda for public comment. At each point of the agenda at which public comment is received, the City Council, through the presiding officer, will ask the City Clerk if there are any members of the public who have called in who wish to address the City Council on a particular matter or grouping of matters. When calling in, members of the public shall inform the attendant which item(s) of business they wish to speak on, and callers will be connected by telephone when the time for commenting on such items is commenced.

As described in greater detail below, members of the public may address the City Council (i) on agendized closed session items of business prior to the City Council going into closed session; (ii) on items of business listed under the heading Public Hearings when the public hearing on the item the speaker/caller wishes to speak on is opened; and (iii) on all other items of agendized and non-agendized business during the portion of the agenda entitled General Public Comment. **The City Council shall be under no obligation to entertain comments from persons who (i) submit a speaker card after the City Council closes the applicable commenting period; or (ii) call-in after the City Council closes the applicable commenting period.** With this in mind, speakers are strongly encouraged to submit cards or call in as early as possible to avoid missing the opportunity to speak. The City 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.) ("Brown Act") Members of the City Council may provide brief clarifying responses to any comment made or questions posed. Persons who wish to address the City 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/caller 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. The City Council may not engage in any sort of prolonged discussion or deliberation with any speaker or group of speakers on matters



**City Council Regular Meeting of February 11, 2026**

that are not listed on this agenda, nor may the City Council take action on any non-agendized items of business, except as specifically authorized under the Brown Act.

*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 City Council meeting. In accordance with Government Code Section 54957.95 as adopted under SB 1000, 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 City 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; speaking off topic or speaking beyond the speakers allotted time limit. 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 participating in 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  
Viviana Longoria, Mayor Pro Tem/Authority Member  
Marisol Cortez, Councilmember/Authority Member  
Sheila Crippen-Thomas, Councilmember/Authority Member  
Cindy Galvan, Councilmember/Authority Member  
Martin Herrera, Councilmember/Authority Member  
Dr. Julia Ruedas, 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 will attempt to address and complete all Closed Session business between 6:00 p.m. and 7:00 p.m. If the City Council completes all Closed Session business prior to 7:00 p.m., the City 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 City 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 City Council on any *agendized* Closed Session matter, the City Council shall allow such person to address the City Council on such matter(s) prior to going into Closed



**City Council Regular Meeting of February 11, 2026**

Session, provided that all persons wishing to address the Council on an agenda item shall (i) call-in or submit a speaker card in the manner prescribed on page 1 of this agenda, above, prior to the City Council going into closed session; and (ii) be subject to a single speaker time allotment of three (3) continuous minutes total per speaker to address the City Council on any or all closed session items of business.

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

**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: Chaplain.**

**6. FLAG SALUTE: Khanh Linh Pham, 4<sup>th</sup> Grade Student from Maxson School.**

**7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:**

**7.1 Presentation by the City Council to Khanh Linh Pham from Maxson School for Leading the Pledge of Allegiance.**

**7.2 Presentation by the City Council to Alma D. Puente in Celebration of Her Recent Judicial Appointment and Contributions to the City of El Monte.**

**7.3 Presentation by the City Council to the New Life Center for New Beginnings for Their Contributions in Improving Lives in the City of El Monte.**

**7.4 Presentation by the City Council to the El Monte/South El Monte Jets Cheer Teams for Their Participation in the 2025/2026 SGV Junior All-American Football and Cheer Conference.**

**7.5 Presentation to the City Council by the El Monte/South El Monte Jets.**



**City Council Regular Meeting of February 11, 2026**

**8. GENERAL PUBLIC COMMENT:**

This time has been set aside for members of the public to directly address the City Council on agenda items of business (other than those agenda items as public hearing or closed session items) or on any other matter of interest to the speaker/caller 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/caller 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 agenda items 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. Persons wishing to address the Council on matters covered under General Public Comment shall call in or submit a speaker card in the manner prescribed on page 1 of this agenda, above, by or before the General Public Comment portion of the agenda is closed. The City Council shall be under no obligation to entertain comments from speakers/callers who submit cards or call in to speak on matters covered by the section after the General Public Comment portion of the agenda is closed.

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

**9.1 Presentation by the City Attorney on Code of Conduct for Councilmembers.**

**9.2 Consider and Adopt of a Resolution Affirming the City's Code of Conduct.**

**10. CITY TREASURER'S REPORT:**

**11. DEMAND RESOLUTION NO. D-744**

**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 \$5,693,959.17 have been examined by the City Treasurer and that warrant numbers 1136292 through 1136497, and the payroll period January 1, 2026 through January 15, 2026 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.**



**City Council Regular Meeting of February 11, 2026**

**12. APPROVAL OF MINUTES: Regular Meeting Minutes of January 14, 2026; and Special Meeting Minutes of January 14, 2026.**

**13. 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.

**13.1 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

**13.2 Approval of 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 Wine and “Spirits” at the Grace T. Black Auditorium.

**Non-Profit Use**

José Pineda  
(Grace T. Black  
Auditorium)

**Event**

Quinceañera  
(Attendance 285)

**Date**

Saturday, September 26, 2026  
6:00 pm – 11:30 pm

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A



**City Council Regular Meeting of February 11, 2026**

**13.3 Consideration and Authorization to Advertise and Publish the Request for Proposals for the Design, Supply, and Installation of Electric Vehicle Charging Stations for the El Monte's Clean Mobility Nexus Project.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Authorize staff to advertise and publish the Request for Proposals for the design, supply, and installation of electric vehicle charging stations as part of the El Monte's Clean Mobility Nexus Project.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**13.4 Consideration and Approval of an Agreement with the County of Los Angeles for Court-Referred Community Service Program Community Service Referral Agency Monitoring Agreement for a Two (2) Year Term.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve an Agreement with the County of Los Angeles through its agent the Los Angeles County Development Authority for the Court-Referred Community Service Program Community Service Referral Agency Monitoring Agreement for a two (2) year term; and
2. Authorize the City Manager, or her designee, to execute the Agreement.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**13.5 Consideration and Approval of a 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.**

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 four (4) years.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A



**14. PUBLIC HEARINGS:**

Members of the public wishing to address the Council on any item of business agendaized 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.

**14.1 A Public Hearing to Consider and Adopt a Resolution Authorizing an Application for Permanent Local Housing Allocation Program Funds; and a Resolution Committing PLHA Program Funds to the El Monte Homekey Program.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive a presentation from staff;
3. Allow a public comment period;
4. Close the public hearing;
5. Adopt the proposed Resolution for the California Department of Housing and Community Development's Permanent Local Housing Allocation Program application;
6. Authorize the allocation of PLHA funds in accordance with the revised and published 5-Year PLHA Allocation Activity Plan;
7. Adopt the proposed Resolution committing PLHA Program Funds to the El Monte Homekey Program; and
8. Authorize the City Manager, or her designee, to enter into, execute, and deliver all other documents required or deemed necessary or appropriate to evidence and secure the PLHA grant funds.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10663

Resolution No. 10664

**15. REGULAR AGENDA:**

**15.1 Consideration and Approval of a Contract Services Agreement with Berokoff Electric for On-Call As-Needed Electrician Services for a Not-to-Exceed Amount of \$120,000.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:



**City Council Regular Meeting of February 11, 2026**

1. Consider and approve a Contract Services Agreement with Berokoff Electric for on-call as-needed electrician services for a not-to-exceed amount of \$120,000; and
2. Authorize the City Manager, or her designee, to execute a Contract Services Agreement with Berokoff Electric.

Total Cost: \$120,000

Account No: 100-67-673-4-0-61110-00000  
100-67-685-4-0-61110-00000  
203-60-576-4-0-61110-00000  
600-69-695-4-0-61110-00000  
650-69-693-4-0-61110-00000

Is the cost of this item budgeted? Yes

**15.2 Report by Immigration Ad Hoc Committee on Potential Policies. Discuss Content of Proposed Petition to US Congress Regarding Immigration Reform and Potential Council Direction to Staff to Post Same on City Website.**

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

**17. WRITTEN COMMUNICATIONS:**



**City Council Regular Meeting of February 11, 2026**

**18. COUNCIL COMMUNICATIONS/REPORTS:**

**18A. Mayor Ancona**

**18A.1 District 5 Planning Commission Vacancy – Call for Applications.**

**18B. Mayor Pro Tem Longoria**

**18C. Councilwoman Cortez**

**18D. Councilwoman Crippen-Thomas**

**18E. Councilwoman Galvan**

**18E.1 Request to Meet with Mayor to Discus District 5 Planning Commissioner.**

**18F. Councilman Herrera**

**18G. Councilwoman Dr. Ruedas**

**18G.1 To Our Community: Our Strength is in Our Unity and in Our Community, We Will Move Forward Together.**

**18G.2 Pioneer Park: A Special Thank You to Congressman Cisneros and His Entire Team for Their Commitment to Investing in the Priorities of Our El Monte Community.**

**18G.3 Grateful to Have Attended Tzu Chi San Gabriel Valley Center’s 2025 Year-End Blessing Ceremony as the Lunar New Year Approaches.**



**City Council Regular Meeting of February 11, 2026**

**19. ADJOURNMENT:**

The next Regular Meeting of the City Council will be held on **February 25, 2026** at 6:00 p.m. This Agenda will be posted on the City's website, [www.ci.el-monte.ca.us](http://www.ci.el-monte.ca.us), and physically posted no less than 72 hours prior to the start of the subject regular meeting. Although it is the City's practice and desire to electronically post a copy of this Agenda along with supporting material as part of its website posting, the size or formatting of certain supporting materials may render their website posting infeasible. Nevertheless, all supporting materials related to any item on this Agenda, that is made available to the members of the council may be inspected by members of the public at the City Clerk's Office located at 11333 Valley Boulevard, El Monte, Monday through Thursday, 7:00 am – 5:30 pm. For more information, please call the City Clerk's Office at 626-580-2016.

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

*Posted: February 8, 2026 at 1:40 p.m.*



## AGENDA CALENDAR 2026

### CITY OF EL MONTE

#### DINE EL MONTE RESTAURANT WEEK

Monday, February 9-15, 2026

Enjoy exclusive menus, bold flavors and the best of our local food scene. Participating restaurants will be offering exclusive Dine El Monte menus. For more information, please reach out to Cassandra Avina at [cavina@elmonteca.gov](mailto:cavina@elmonteca.gov).

### CITY OF EL MONTE

#### KARAOKE & CHILL

Every 3<sup>rd</sup> Tuesday of the Month

Beginning Tuesday, July 15, 2025

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

**12:30 P.M.-1:30P.M**

For more information, please call 626-580-2210.

Pre-registration Required, Limited Spaces

### CITY OF EL MONTE

#### SENIOR GARDEN CLUB

FREE for ages 50 and older, limited spaces available.

Pre-registration required; please see the front office to register.

Jack Crippen Senior Center - 3120 Tyler Avenue, El Monte, CA 91732

10:00 A.M. – 11:00 A.M.

For more information, please call 626-580-2210

### CITY OF EL MONTE

#### EL MONTE CARES

Support services available:

Food Assistance-Legal Aid-Baby Products-Medical Services-Mental Health Resources-Senior Support  
1-800-622-4302

For more information: El Monte Business Alliance, C/O El Monte Cares, PO Box 4481, El Monte, CA 91734 [elmontebusinessalliance.com](http://elmontebusinessalliance.com)

### CITY OF EL MONTE

#### SENIOR PRESIDENT COUNCIL & EL MONTE HISTORICAL SOCIETY BINGO

**Mondays: 2:00 p.m. – 5:00 p.m.**

**Thursdays: 6:00 p.m. – 9:00 p.m.**

Ages 18 and older. One pack of 10 bingo cards is \$6.00, additional packs of 10 may be purchased for \$3.00 each.

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

For more information, please call 626-580-2210.



**City Council Regular Meeting of February 11, 2026**

**CITY OF EL MONTE**

**Oak of Righteousness Ministry Food Distribution**

**Fridays, 12:00 P.M. – 3:30 P.M.**

**Arceo Park - 3124 Tyler Avenue, El Monte (on the west side of Nevada Street)**

*Oaks of Righteousness* a nondenominational and interdenominational Christian ministry food distribution. For more information, please call 626-580-2200.

**CITY OF EL MONTE**

**JOIN THE SOCIAL VIBES**

Every Friday crafts, games and more for Seniors.

**Fridays, 10:30 A.M. – 11:30 A.M.**

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

For more information, please call 626-580-2210.

**ASPCA**

**AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**

**FREE** Vet Care for Cats and Dogs in El Monte

By Appointment only!

Call between 9:00 A.M. – 1:00 P.M.

1-844-692-7722

-Basic medical care – Vaccinations – Spay/Neuter (limited availability) – Additional pet resources and more!

**LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH**

**EL MONTE SENIOR CENTER**

MENTAL WELLNESS SERIES FOR OLDER ADULTS

**Every Tuesday - 10:00 A.M.**

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

Presentations conducted by Isabel Ramirez, DMH Mental Health Promotor.

For more information please call 626 580-2210

**CITY OF EL MONTE**

**Notice of Construction**

**Garvey Avenue Storm and Street Improvement Project, CIP 884**

Garvey Avenue between Durfee Avenue & Valley Boulevard

Starting Monday, June 17, 2024, Garvey Avenue between Durfee Avenue & Valley Boulevard will be closed for the next 10-12 months.

**Project Information/Hotline:** [info@GarveyAveProject.com](mailto:info@GarveyAveProject.com); 626-313-0990;

[www.garveyaveproject.com](http://www.garveyaveproject.com)



**City Council Regular Meeting of February 11, 2026**

**CITY OF EL MONTE**

**Stormwater Urban Master Plan**

A Master Plan is necessary to protect residents and infrastructure from local and regional flooding while meeting regulatory requirements to protect the environment.

To learn more about the Master Plan effort and its goals, visit our website at:

**[elmonte-swmp.com](http://elmonte-swmp.com)**

**CITY OF EL MONTE**

**Elderly Nutrition Program**

Monday – Friday

11:30 A.M. – 12:30 P.M.

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

In-Person Dining. Meals are served on a first-come, first-served basis to participants 60 years and older. Suggested donation of \$2.00 per person. Transportation is available to residents 50 years and older. Reservations for transportation services are limited. Please call 626-580-2217 to make your reservation. For more information please call 626-580-2210.

**CITY OF EL MONTE**

**Senior Produce Botique**

**Free produce shopping experience**

**2<sup>nd</sup> Tuesday of each month**

12:30 P.M. – 1:30 P.M.

First 75 Senior Center Participants. Wristbands will be given on a first-come, first-served basis. Registration begins at 7:30 A.M. LIMITED SPACES AVAILABLE. FOR EL MONTE RESIDENTS. For more information please call 626-580-2210.

**CITY OF EL MONTE**

**EL MONTE ALERTS**

The launching of a new program (El Monte Alerts), your ultimate tool for staying informed and secure. This program enables residents to receive real-time updates on weather, traffic, and community events through text or email. To begin receiving important alerts and to participate in the gift card giveaway for joining, go to: <https://www.ci.el-monte.ca.us/702/Emergency-response>

**METRO / DAY ONE**

**Adopt-A-Bike Program**

Day One is partnering with the Metro Adopt-A-Bike Program to provide free used bicycles to residents in Pasadena, Pomona and El Monte. If you are interested in receiving a bicycle please complete the form at [bit.ly/DOadoptabike](http://bit.ly/DOadoptabike). Bikes will be distributed on a first-come, first-served basis. Priority will be given to low-income individuals and families. For more information about the Metro Adopt-A-Bike Program, visit [metro.net/about/adopt-a-bike](http://metro.net/about/adopt-a-bike) For questions or assistance please call 626-657-8744 or <https://www.metro.net/about/adopt-a-bike/>



**City Council Regular Meeting of February 11, 2026**

**CITY OF EL MONTE**

Business Resource Center  
11333 Valley Boulevard, El Monte – City Hall West 2<sup>nd</sup> floor

**Mondays and Wednesdays**

7:00 A.M. – 3:00 P.M.

The business center can assist with permits, licenses, taxes and other services, 626-580-2015

**CITY OF EL MONTE**

**COMMUNITY FOOD ASSISTANCE PROGRAM**

**Monday-Friday**

2:00 P.M. – 5:30 P.M.

**(Parks Locations)**

Aquatic Center – 11001 Mildred Street, El Monte  
Arceo Park - 3125 Tyler Avenue, El Monte  
Gibson Mariposa Park - 4140 Gibson Road, El Monte  
Jack Crippen Senior Center - 3120 Tyler Avenue, El Monte  
Lambert Park - 11431 McGirk Avenue, El Monte  
Mt. View Park - 12127 Elliott Avenue, El Monte

**Monday – Thursday**

**8:00 A.M. – 5:00 P.M.**

Aquatic Center - 11001 Mildred Street, El Monte  
Jack Crippen Senior Center – 3120 Tyler Avenue, El Monte  
For more information, please call 626-580-2200

**CITY OF EL MONTE**

**SoCal REN & SGVCOG**

Free home energy efficiency reviews.

eSGV provides San Gabriel Valley residents, renters or owners, FREE home energy efficiency reviews, helping reduce household energy usage and bills. SGVCOG staff will walk you through the whole-house approach to energy efficiency, giving you the tools necessary to become more efficient. Sign up today.

Visit: [www.sgvcoq.org/esgv](http://www.sgvcoq.org/esgv) Email: [sgv@sgvcoq.org](mailto:sgv@sgvcoq.org)

**HOUSING RIGHTS CENTER**

City of El Monte Housing Rights Clinic

**Wednesdays**

El Monte City Hall West (2<sup>nd</sup> floor)

11333 Valley Boulevard, El Monte

2:30 P.M. – 5:00 P.M. (Free)

Contact the Housing Rights Center by phone or email: 1-800-477-5977

[info@housingrightscenter.org](mailto:info@housingrightscenter.org)

[www.housingrightscenter.org](http://www.housingrightscenter.org)



**City Council Regular Meeting of February 11, 2026**

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

FREE FOOD PANTRY

**Every other Wednesday**

**2:30 P.M. – 4:00 P.M.**

COMMUNITY RESOURCE CENTER

3570 Santa Anita Avenue, El Monte

Walk-ins welcome – no appointment needed.

For more information please call 213-428-1495.

**COUNTY OF LOS ANGELES & NEIGHBORHOOD HOUSING SERVICES  
THE CENTER FOR ECONOMIC RECOVERY**

Foreclosure Prevention & Mortgage Relief Program

Program eligible applicants can receive help to offset mortgage delinquencies.

For more information and to sign up for the upcoming workshops:

[nhslacounty.org/mortgagereliefprogram](http://nhslacounty.org/mortgagereliefprogram)

888-895-2647 / 213-381-2862

**CITY OF EL MONTE  
SENIOR 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 62 years old or older or adult with physical disability. The Information

Assistance Program has been funded in part by the U.S. Department of Housing and Urban

Development through the Community Development Block Grant Program.

**CITY OF EL MONTE  
CLUB HISPANO AMERICANO**

WEDNESDAYS – 1:00 P.M. to 3:00 P.M.

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

**CITY OF EL MONTE  
CLUB DURAZO**

**2<sup>ND</sup> & 4<sup>TH</sup> TUESDAY – 12:00 P.M. to 3:00 P.M.**

Jack Crippen Senior Center

3120 Tyler Avenue, El Monte

**FRI – FEB.6TH, 13TH, 20TH, 27 TH**

**3:30 PM TO 5:00 PM**

**CREATE & EXPLORE**

Come join us at Gibson Mariposa Park to create seasonal crafts with our parks and recreational staff. Stick

around for hands-on learning activities, For children ages 3-17. For more information, please contact the

Parks, Recreation and Community Services Department at 626 580-2200



**City Council Regular Meeting of February 11, 2026**

**SAT. - FEB. 7TH**

**9:00 AM – 1:00 PM**

**EASY ACCESS RIDE TO WHITTIER NARROWS-INTERMEDIATE RIDE**

Active SGV 2026 E-asy Access ride coming from Jeff Seymour Family Center  
Learn more about the Emerald Necklace network and its connections.

**SAT. – FEB. 7TH**

**8:00 A.M. – 2:00 P.M. Bulky & Compost Mulch**

**9:00 A.M. – 12:00 P.M. – Free Shredding**

**CITY OF EL MONTE BULKY ITEM SWEEPSTAKES, BULKY, COMPOST/MULCH & FREE SHREDDING**

City of El Monte Public Works Yard

3990 Arden Drive (enter from Valley Circle)

Residents of El Monte may bring unlimited number of bulky items and will have the chance to win the Bulky Item Sweepstakes. Proof of residency required.

For questions, please call 626-580-2058.

**TUE. – FEB. 10TH**

**6:00 PM**

**UNITY IN THE COMMUNITY**

**11333 Valley Blvd**

**El Monte, CA 91731**

Unity in the Community is an invitation for our neighbors to come together in a moment of prayer, reflection, and support. In times that call for healing and understanding, we gather not as individuals but as a community standing in hope, compassion, and unity.

**WED. – FEB. 11TH**

**6:00 P.M. CLOSED SESSION**

**7:00 P.M. OPEN SESSION**

**REGULAR CITY COUNCIL MEETING**

City of El Monte City Hall

City Council Chambers

11333 Valley Boulevard

El Monte, CA

**THU. – FEB. 12TH**

**4:00 PM TO 6:00 PM**

**LOVE AT FIRST BARK THU,**

Love is in the air at Flecher “Fech” Dog Park... Celebrate Valentine’s Day with your loved pooch and join in on the creating a one-of-a-kind valentine for you and your furry friend!

For more information contact the Parks, Recreation and Community Services

Department at (626) 580-2200



**City Council Regular Meeting of February 11, 2026**

**THU. – FEB. 12TH**

**5:30 P.M.**

**CITY OF EL MONTE SAFETY TOWN HALL MEETING –  
DISTRICT 1 (Councilwoman Crippen-Thomas) & DISTRICT 2 (Councilman Herrera)**

Lambert Park  
11431 McGirk Avenue  
El Monte

**MON. – FEB. 16TH**

**PRESIDENT'S DAY HOLIDAY**

**CITY HALL CLOSED**

**THU. – FEB. 19TH**

**2:00 P.M. – 6:00 P.M.**

**MOUNTAIN VIEW SCHOOL DISTRICT WALK-UP FOOD PANTRY**

Mountain View School District Family Center

2740 Mountain View Road, El Monte

Open to the public, while supplies last.

If you have any questions, please call 626-652-4077 or [familyengagement@mtviewschools.net](mailto:familyengagement@mtviewschools.net)

**FRI. – FEB. 20TH**

**MT. VIEW SCHOOL DISTRICT AMERICANSIM PARADE**

More information to follow.

**WED. – FEB. 25TH**

**6:00 P.M. CLOSED SESSION**

**7:00 P.M. OPEN SESSION**

**REGULAR CITY COUNCIL MEETING**

City of El Monte City Hall

City Council Chambers

11333 Valley Boulevard

El Monte, CA



Vendor #	Vendor	Invoice	Check	Description	Type	Invoice Net	Due Date
<b>Net Payroll 01/01/2026-01/15/2026</b>						<b>\$1,627,332.39</b>	
13466	3 JAPT LLC	01.12.26	1136292	RENTAL ASSIST -RAMONA DE LEON AVINA 2642 MAXSON #4	N	319.40	1/22/2026
	49 A CAL PEST CONTROL SERVICES, INC.	001-0138594	1136293	PEST CONTROL SVCS FOR SENIOR CTR - PW	N	75.00	1/22/2026
15226	A.O. REED & CO., LLC.	413158	1136294	REPAIRS TO ICE MACHINE IN AQUATIC CTR - PW	N	3,638.17	1/22/2026
14498	ALTA LANGUAGE SERVICES, INC.	IS823769	1136403	READING COMPREHENSION, WRITING & LISTENING, SPEAK	N	950.00	1/29/2026
	196 ALVIN LEONARD GUIMOND	MR 209808	1136295	REIMB. FOR FRAUD INTERCEPTED ATTEMPT - PD	N	10,000.00	1/22/2026
	200 ANVIL CONSTRUCTION COMPANY	INV-00012034	1136296	PERMIT OVERPAYMENT REFUND - CED	N	288.75	1/22/2026
15761	ARIAS	01.12.26	1136297	RENTAL ASSIST - HERMELINDA GARCIA 12446 DENHOLM DR	N	1,218.30	1/22/2026
	1391 AT & T	495349-01/26	1136404	AC#626 449-5349 (01/01/26 - 01/31/26) - PD	N	62.56	1/29/2026
	1394 AT & T	9391063195-12/25	1136298	BILL PAYER (BAN) 9391063195 INV#24593122(VOIP)	N	9,512.80	1/22/2026
	1395 AT & T	9391061462-01/26	1136405	BILL PAYER (BAN) 9391061462 INV #24629788 -DISPATC	N	714.02	1/29/2026
	1395 AT & T	9391069640-01/26	1136405	BILL PAYER (BAN) 9391069640 INV#24630141 - CHW ELE	N	31.88	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863208361	1136406	AIR FILTER FOR PD S.I.T. UNIT	N	9.89	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863225711	1136406	MOTOR OIL FOR PD UNITS	N	203.94	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863225814	1136406	MOTOR OIL FOR PD VEH.	N	184.14	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863336548	1136406	BRAKE PADS, ROTORS FOR PD UNIT #280	N	120.99	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863432848	1136406	OIL & AIR FILTERS FOR UNIT 293 - PD	N	18.68	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863432860	1136406	MOTOR OIL FOR PD VEH.	N	453.42	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863432958	1136406	GOLD DURALAST BATTERY FOR PD UNIT #280	N	154.99	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863459559	1136406	5W20, 5W30 OIL FOR PD VEH.	N	693.00	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863504244	1136406	MOTOR OIL FOR PD VEH.	N	368.28	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	28635103053	1136406	AIR & OIL FILTERS FOR PD UNIT 252	N	75.93	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863511312	1136406	AIR AND OIL FILTERS FOR PD VEH UNIT#294	N	29.23	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863540127	1136406	AIR FILTER FOR PATROL UNITS - PD	N	70.31	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863547761	1136406	SEAT BELT FOR PD PATROL UNITS	N	28.58	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863572195	1136406	WIPER BLADES, AIR & CABIN FILTERS FOR PATROL UNITS	N	69.81	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863605277	1136406	OIL FILTER FOR PD PATROL UNITS	N	31.61	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863635934	1136406	OIL & AIR FILTERS FOR PD S.I.T. UNIT	N	33.15	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	2863637149	1136406	5W30 OSB SKU - PD VEH.	N	341.00	1/29/2026
	1412 AUTOZONE PD/CUST ID 509160	5367655422	1136406	OPTIMA AUTO BATTERY FOR PD VEH. PATROL UNITS	N	24.26	1/29/2026
1435	BANK OF NEW YORK MELLON	00252-26-0096654	1136299	ELMONTEPFA10 - ADMIN FEE/AUDIT CONF FEES FOR 2026	N	3,550.00	1/22/2026
8350	BEACON MEDIA INC.	A85183	1136407	NOTICE RUN DATE 01.01.26 REF: 4455 ROWLAND/11230 G	N	184.00	1/29/2026
8350	BEACON MEDIA INC.	A85218	1136407	NOTICE RUN DATE 01.15.26 REF: ADOPTN OF '26 LA COU	N	256.00	1/29/2026
	203 BEROKOFF ELECTRIC	6154	1136300	INSTALL OUTLETS & CONN TREE LIGHTS FOR PW	N	4,721.84	1/22/2026
1485	BIOMETRICS4ALL INC	ELMON0107	1136301	DEC 2025 - CONTRACT ADJUSTMENTS- ELMO - HR	N	183.00	1/22/2026
4467	BURKE, WILLIAMS & SORENSEN LLP	348287	1136302	LEGAL SVCS THRU 07.31.25 - HR	N	675.00	1/22/2026
4467	BURKE, WILLIAMS & SORENSEN LLP	350493	1136302	LEGAL SVCS THRU 08.31.25 - HR	N	900.00	1/22/2026
1565	CALIFORNIA AMERICAN WATER	492038-01/26	1136303	AC#1015-210021492038 (12/06/25- 01/07/26) 4535 BAL	N	74.17	1/22/2026
1565	CALIFORNIA AMERICAN WATER	510348-02/26	1136408	AC#1015-220036510348 (12/12/25 - 01/13/26) M-MOTEL	N	477.63	1/29/2026
1565	CALIFORNIA AMERICAN WATER	510355-02/26	1136408	AC#1015-220036510355 (12/12/25- 01/13/26) M MOTEL	N	183.97	1/29/2026
1565	CALIFORNIA AMERICAN WATER	941916-12/25	1136408	AC#1015-210018941916 (12/15/25- 01/13/26) 9513 VAL	N	96.15	1/29/2026
1616	CALPERS LONG-TERM CARE PROGRAM	15908082	1136304	AC#02740-15908082 LONG TERM CARE PRG-SHANNON NURRE	N	208.67	1/22/2026
1616	CALPERS LONG-TERM CARE PROGRAM	15931936	1136409	02740-15931936 LONG TERM CARE PROG - SHANNON NURRE	N	208.67	1/29/2026
13192	CANNON CORPORATION	94792	1136305	PROF SVCS THRU 11.30.25 - TREATMENT PLANT EVAL WEL	N	6,658.50	1/22/2026
13192	CANNON CORPORATION	94787	1136410	PROF SVCS THRU 12/31/25 - ACCESS RD TO RENEW GAS S	N	851.75	1/29/2026
3671	CHARTER COMMUNICATIONS	1135689122025	1136306	ACCT#8448 30 018 1135689 (12/20/25 - 01/19/26 TROL	N	250.20	1/22/2026

13054	CHARTER COMMUNICATIONS	103883501010126	1136307	INV#103883501010126 JAN 2026 SRVC ICI RADIO CONN	N	1,436.38	1/22/2026
13054	CHARTER COMMUNICATIONS	188618001-01/26	1136411	INV#188618001010126 JAN 2026 01.05.26-02.04.26-PD	N	649.00	1/29/2026
15513	CHARTER COMMUNICATIONS	188618401010126	1136308	ACCT#188618401 FOR 01.05.26-02.04.26 - P/R	N	1,102.68	1/22/2026
15546	CHARTER COMMUNICATIONS	188615401010126	1136309	ACCT#188615401 01.05.26-02.04.26 PW UTIL DIV.	N	553.29	1/22/2026
14182	CHRISTENSEN BROTHERS GENERAL	555-RET	1136310	RETENTION RELEASE - ENG DIV.	N	510,718.81	1/22/2026
4622	CITY OF EL MONTE	P/E:01/15/26	1136311	GARNISHMENT FEE/LOAN: PAYMENT	N	90.00	1/22/2026
183	COLLABORATEIQ	15188	1136312	HW540, ENCOREPRO CONV NC HEADSET - PD	N	478.67	1/22/2026
211	COLOR ME MINE PASADENA	011226-1	1136412	02.25.26 SENIOR EXCURSION - P/R	N	899.69	1/29/2026
6265	D & D GOLF CARS, INC.	080679	1136413	REPAIRS TO GOLF CART - PW	N	892.68	1/29/2026
6265	D & D GOLF CARS, INC.	080680	1136413	REPAIRS TO GOLF CART - PW	N	2,053.37	1/29/2026
6265	D & D GOLF CARS, INC.	080778	1136413	REPAIRS TO GOLF CART - PW	N	786.33	1/29/2026
1819	DAVE'S TROPHIES	54981	1136313	NAMEPLATES FOR COUNCIL MEMBERS - CMO	N	160.78	1/22/2026
1819	DAVE'S TROPHIES	54994	1136313	CITY TILE PLAQUE FOR DAVID'S JEWELERS - CMO	N	26.52	1/22/2026
15860	DELGADO	175835*	1136314	RE-ISSUED CK - COMP. DEPOSIT BOND RELEASED - CED	N	2,000.00	1/22/2026
1763	DEPARTMENT OF ANIMAL CARE AND	NOV 2025	1136315	KENNEL SERVICES FOR NOV 2025 ANIMAL CONTROL	N	88,236.53	1/22/2026
1841	DEPARTMENT OF JUSTICE	015884	1136414	DEC 2025 - FINGERPRINT APPS - PD	N	667.00	1/29/2026
1844	DEPARTMENT OF TOXIC SUBSTANCES	25sm2059	1136415	EL MONTE GATEWAY SPECIFIC PLAN PROJ CODE 301579-SM	N	2,331.76	1/29/2026
6163	DEPT. OF GENERAL SERVICES	0000001641942	1136416	APR 2025- HOURS FOR EL ROVIA MOBILEHOME -ECON DEV	N	8,295.00	1/29/2026
6163	DEPT. OF GENERAL SERVICES	0000001645021	1136416	MAY2025- HOURS FOR EL ROVIA MOBILEHOME -ECON DEV	N	22,575.00	1/29/2026
6163	DEPT. OF GENERAL SERVICES	0000001648732	1136416	JUN 2025- HOURS FOR EL ROVIA MOBILEHOME -ECON DEV	N	8,591.25	1/29/2026
6163	DEPT. OF GENERAL SERVICES	0000001661335	1136416	JUL 2025- HOURS FOR EL ROVIA MOBILEHOME -ECON DEV	N	7,110.00	1/29/2026
6163	DEPT. OF GENERAL SERVICES	0000001665687	1136416	AUG 2025- HOURS FOR EL ROVIA MOBILEHOME -ECON DEV	N	16,491.25	1/29/2026
1868	DOCTOR'S AUTO GLASS	106192	1136417	WINDSHIELD VISOR FRIT FOR PD VEH #297	N	240.00	1/29/2026
4008	DUNN-EDWARDS CORP	2137A43565	1136418	PAINT FOR PW	N	128.30	1/29/2026
4008	DUNN-EDWARDS CORP	2137A44748	1136418	PAINT, BRUSHES, ROLLERS FOR PW	N	522.82	1/29/2026
222	ECHO PARK LEGAL, APC	000107	1136419	MEDIATION - IN RE: DEDICATION & EVERLASTING LOVE T	N	2,500.00	1/29/2026
1982	EMERGENCY RESPONSE CRIME SCENE	T2026-129	1136420	DECONTAMINATE VEH #30/FAMILY ROOM/ OFFICE-PD	N	2,100.00	1/29/2026
2003	EWING IRRIGATION PRODUCTS	28898720	1136421	RAINBIRD QCV, BALL VLV, COUPLINGS - PW	N	99.00	1/29/2026
2025	FEDEX	9-710-13856	1136316	COURIER SVCS FOR HOUSING DIV.	N	7.93	1/22/2026
13756	FLOCK SAFETY	INV-67323	1136422	RAVEN/FALCON SUBSCRIPTION YEAR 3 OF 3	N	126,000.00	1/29/2026
14981	FORTUNE AMERICA	01.12.26	1136317	RENTAL ASSIST- LAURA OLMOS AT 10012 VALLEY BL #20	N	497.59	1/22/2026
4616	FRANCHISE TAX BOARD	P/E:01/15/26	1136318	STATE OF CAL FRAN TAX BOARD: PAYMENT	N	250.00	1/22/2026
139	FRE LLC	01.12.26	1136319	RNTL ASSIST - ELIZABETH PADRON 11650 FERRIS RD #11	N	608.95	1/22/2026
15402	FUN EXPRESS, LLC	740929381-01	1136423	SUPPLIES FOR COMM CENTER EVENTS	N	1,771.40	1/29/2026
15402	FUN EXPRESS, LLC	740929381-02	1136423	SUPPLIES FOR COMM CENTER EVENTS	N	631.59	1/29/2026
5590	GALLS, LLC	028257326	1136424	CREDIT ON ACCT FOR RETURNED ITEMS 0 GARRISON BELT-	N	(32.15)	1/29/2026
5590	GALLS, LLC	033137144	1136424	UNIVERSAL RADIO HOLDER - PD	N	744.44	1/29/2026
5590	GALLS, LLC	033418734	1136424	AKER BELT KEEPER 4 PK - PD	N	331.87	1/29/2026
5590	GALLS, LLC	033418811	1136424	FOX SURVEILLANCE EARPHONES, PANTS, RED CROSSFIRE G	N	470.78	1/29/2026
5590	GALLS, LLC	033431411	1136424	AKER LEATHER HANDCUFF CASE	N	2,234.74	1/29/2026
5590	GALLS, LLC	033467959	1136424	AKER LEATHER DOUBLE MAG POUCH - PD	N	2,309.62	1/29/2026
5590	GALLS, LLC	033483022	1136424	MKIV MACE HODLER W/FLAP SNAP ON, RADIO HOLDER - PD	N	2,363.60	1/29/2026
5590	GALLS, LLC	033495943	1136424	SABRE CROSSFIRE PDPPER GEL MK4 FOR CED	N	112.02	1/29/2026
5590	GALLS, LLC	033726890	1136424	BADGE CLIPS FOR CED	N	239.14	1/29/2026
5590	GALLS, LLC	033766084	1136424	TAC FRIEND OR FOE CAP 2.0 FOR CED	N	296.31	1/29/2026
221	GARY YAO LU	INV-00006536	1136425	BOND RELEASE REFUND - CED	N	11,580.56	1/29/2026
2090	GMS ELEVATOR SERVICES INC	128065	1136320	MONTHLY SVC BILLING FOR AQUATIC CTR - PW	N	875.00	1/22/2026
2090	GMS ELEVATOR SERVICES INC	128139	1136320	MONTHLY SVC BILLING FOR CHW/AQUATICS ELEVATORS - P	N	288.00	1/22/2026

13565 GOLDEN DRAGON PROPERTIES LLC	01.12.26	1136321	RNTL ASSIST - MARIA ELENA CARDENAS TRILLO -4128 TY	N	1,507.72	1/22/2026
14401 GONZALEZ	01.13.26	1136322	REIMB. FOR STATE BAR SMOG TEST (2) VEH. - TRANSP.	N	160.00	1/22/2026
2183 GRAINGER	9714009199	1136323	PORTABLE POWER PACK FOR PW	N	507.31	1/22/2026
197 GRANT E STIMSON	MR 209807	1136324	REIMB. FOR FRAUD INTERCEPTED ATTEMPT - PD	N	9,800.00	1/22/2026
223 GREAT PAPERS	1978201	1136426	NAVY CERT CV 5 VALUE FOR CMO	N	220.78	1/29/2026
2206 GUTIERREZ	01.26-30.26	1136427	REIMB. FOR MILEAGE/HOTEL - MGMT COURSE 1-DANA PNT	N	913.77	1/29/2026
198 HAIANA LLC.	INV-00008935	1136325	BOND RELEASE REFUND - CED	N	3,756.56	1/22/2026
7554 HDL SOFTWARE, LLC	SIN058171	1136428	PAYMENT SERVICES - PERIOD ENDING 11/30/2025 -TREAS	N	3,572.41	1/29/2026
2285 HOME DEPOT	0353930	1136326	HEMI CLEAR BUBBLE, MOP, PLSTC SHEET, BUCKET, MOP R	N	207.41	1/22/2026
2285 HOME DEPOT	7903696	1136326	RECALL AMOUNT FOR P/R	N	62.52	1/22/2026
6479 HOME DEPOT	2031714	1136327	LUMBER, SOUND GUARDS, PREM FIR - PW	N	137.64	1/22/2026
6479 HOME DEPOT	3281136	1136327	CEDAR MULCH BLEND FOR PW	N	92.36	1/22/2026
6479 HOME DEPOT	3513111	1136327	RGBIC STRIP LIGHTS FOR PW	N	176.76	1/22/2026
6479 HOME DEPOT	3523095	1136327	SPRING LINK, QUIK SNAPS FOR PW	N	238.53	1/22/2026
6479 HOME DEPOT	5205555	1136327	EXCELON CHARCOAL TILE FOR PW	N	989.53	1/22/2026
6479 HOME DEPOT	6281983	1136327	VENTO CANS, RCP OFFC BASKET BLK, EXT CORD -TRLLY S	N	268.16	1/22/2026
6479 HOME DEPOT	6900393	1136327	TROWELS, UNIV ADH FOR PW	N	217.64	1/22/2026
6479 HOME DEPOT	8040819	1136327	GRADE STAKES FOR PW	N	103.20	1/22/2026
6479 HOME DEPOT	8524283	1136327	MAGNUM DISC PDLCK - PW	N	43.66	1/22/2026
6479 HOME DEPOT	9031506	1136327	CA LBR FEE, LUMBER BOARDS FOR PW	N	89.21	1/22/2026
6479 HOME DEPOT	1905452	1136429	RECALL AMOUNT, NUTS, BOLTS, PAINT - PW	N	1,228.21	1/29/2026
6479 HOME DEPOT	1905454	1136429	SCKT SET, TOOTH RATCHET, SCREWDRI SET, PAINT, DRIL	N	1,216.36	1/29/2026
6479 HOME DEPOT	2523351	1136429	SLEEVE ANCHORS, KWIKBOLT, POWER TOOL - PW	N	152.49	1/29/2026
6479 HOME DEPOT	3023896	1136429	SPRING LINKS, ROPE CLIP - PW	N	151.63	1/29/2026
6479 HOME DEPOT	5011195	1136429	MARKERS, PREM FIR, CEMENT FOR PW	N	142.41	1/29/2026
6479 HOME DEPOT	7281848	1136429	POINSETTIAS FOR PW	N	176.62	1/29/2026
6479 HOME DEPOT	8281744	1136429	VINYL BLINDS FOR MECH OFFC - PW	N	120.93	1/29/2026
6479 HOME DEPOT	9514249	1136429	BATTERIES AA, BOXES FOR PW	N	134.46	1/29/2026
13854 HOME DEPOT	3531932	1136328	PAINT, BRUSHES, ROLLERS FOR PW UTIL.	N	344.02	1/22/2026
13854 HOME DEPOT	4516314	1136328	PAINT, RATCHET, LOCKING RAT, TAPE, JOINT SET, BAMB	N	320.20	1/22/2026
218 HOPE GONZALES	INV-00011633	1136430	REFUND ON PERMIT - SOLAR-00492-2025 - CED	N	356.35	1/29/2026
2299 HOUSING RIGHTS CENTER	4 (OCT 2025)	1136431	OCT 2025 FAIR HOUSING PROGRAM	N	2,349.60	1/29/2026
2299 HOUSING RIGHTS CENTER	5 (NOV 2025)	1136431	NOV 2025 FAIR HOUSING PROGRAM	N	2,132.06	1/29/2026
6505 HUERTA	01.21.26	1136432	REIMB. FOR QAC RENEWAL - PW	N	140.00	1/29/2026
9126 HUNTINGTON HARDWARE CO., INC.	1439866-01	1136329	KEY BLANKS FOR PD - PW	N	351.11	1/22/2026
140 ICE MACHINE SALES & SERVICE CO.	0228504-IN	1136330	MODULAR ICE CUBE MAKER FOR AQUATIC CTR - PW	N	3,966.95	1/22/2026
220 ICH GIA HOANG	188084	1136433	BOND RELEASE REFUND - CED	N	14,720.18	1/29/2026
12193 INFOSEND, INC.	301527	1136331	DEC 2025 - DATA PROCESSING/QC/MAIL PREP SVC/PRIN	N	2,891.53	1/22/2026
12193 INFOSEND, INC.	302504	1136331	DEC 2025 - MONTHLY EBPP MAINT. - TREASURY DIV.	N	1,005.36	1/22/2026
2369 INTERSTATE BATTERIES OF	10203262	1136434	BATTERIES FOR PD VEH. #275	N	355.79	1/29/2026
2308 JOHN L HUNTER & ASSOC INC	EM1FOG12510	1136332	OCT 2025 - PROF MGMT SVCS - ON CALL (FOG)	N	690.00	1/22/2026
202 JOSE MONTOYA	MR 196390	1136333	BOND RELEASE REFUND - CED	N	4,153.36	1/22/2026
8162 LA COUNTY SHERIFF'S DEPT.	P/E:01/15/26	1136334	LOS ANGELES COUNTY SHERIFF DEP: PAYMENT	N	462.84	1/22/2026
14686 LEWIS ENGRAVING INC.	40614	1136435	NAME BADGE FOR V. LONGORIA - CMO	N	18.51	1/29/2026
2521 LIEBERT CASSIDY WHITMORE	305019	1136335	LEGAL SERVICES RE:GENERAL - HR	N	14,582.00	1/22/2026
2521 LIEBERT CASSIDY WHITMORE	307366	1136335	LEGAL SERVICES RE:GENERAL - HR	N	6,692.50	1/22/2026
2521 LIEBERT CASSIDY WHITMORE	314031	1136436	LEGAL SVCS RE: GENERAL - HR	N	4,229.00	1/29/2026
2521 LIEBERT CASSIDY WHITMORE	314032	1136436	LEGAL SVCS RE: PUBLIC WORKS - HR	N	1,325.50	1/29/2026

15175 LOS ANGELES BUSINESS JOURNAL	6177-R	1136437	LOS ANGELES BUSINESS JOURNAL - CED	N	7,500.00	1/29/2026
215 LOS ANGELES COUNTY CHIEF'S ASSOC	04.14-17.2026	1136438	REG: JAKE FISHER - LACPCA 2026 SPRING CONF. RNCH M	N	300.00	1/29/2026
13640 MA	01.12.26	1136336	RENTAL ASSIST- BONNIE RENDON 4349 LA MADERA AVE	N	788.42	1/22/2026
7494 MALLORY SAFETY & SUPPLY LLC	6256962	1136439	LRAD 450X W/PACK TRIPOD SYSTEM - PD	N	48,896.71	1/29/2026
11824 MAMAN	INV-00006728	1136337	BOND RELEASE REFUND - CED	N	2,000.00	1/22/2026
12871 MARTINEZ	01.14.26	1136338	PETTY CASH REIMBURSEMENT FOR 10.18.25 - 01.13.26	N	706.73	1/22/2026
15905 MICHAEL PHUONG	01.12.26	1136339	RENTAL ASSIST- SANDRA VELASQUEZ, 3704 MAXSON RD	N	2,213.17	1/22/2026
12821 MIJANGOS	02.23-27.2026	1136440	REIMB. MILEAGE/LODGING - CHEM. AGENT INSTR CRS- SD	N	905.91	1/29/2026
199 MING HUANG	INV-00008740	1136340	BOND RELEASE REFUND - CED	N	1,950.00	1/22/2026
99 MLA CONSULTING SERVICES, INC.	EM01-029PM	1136341	PROF PROJ MGMT SVCS THRU 12.31.25 - ENG DIV.	N	18,920.00	1/22/2026
99 MLA CONSULTING SERVICES, INC.	EM03-026PM	1136341	PROJ SVCS SENIOR UTIL MGR THRU 12.31.25	N	8,845.00	1/22/2026
99 MLA CONSULTING SERVICES, INC.	EM03-028PM	1136341	PROF SVCS SENIOR UTIL MGR THRU 12.31.25 - ENG DIV.	N	17,545.00	1/22/2026
13590 MOLLER PROPERTY MANAGEMENT	01.12.26	1136342	RENTAL ASSIST -NORMA BACA BALMACEDA, 4136 CEDAR #B	N	1,110.78	1/22/2026
11474 MPD LLC	01.12.26	1136343	RNTL ASSIST - CONNIE BALTIERRA 11023 EMERY ST #B	N	483.78	1/22/2026
11306 NATIONAL DATA & SURVEYING SVCS	25-020448	1136344	12 HOUR COUNT WITH CAMERA INSTALLATION - PW	N	560.00	1/22/2026
2817 NATIONWIDE ENVIRONMENTAL	35218	1136345	C-002712, DEC 2025 TRANSIT STOP SVCS RENDERED	N	22,516.00	1/22/2026
213 NEWHOME INVESTMENTS LLC	01.12.26	1136441	REFUND FOR PERMIT PRSL-00512-2025 BOND IS RELEASED	N	1,000.00	1/29/2026
195 NORTH AMERICAN RESCUE LLC	Q10665	1136442	KIT, EAGLE - BASIC - PD	N	1,701.60	1/29/2026
13066 NORTHGATE MARKETS LLC	020-105-6165	1136443	P-002855, YOUTH BREAK BOXES AND SENIOR FRESH PRODU	N	1,224.79	1/29/2026
13984 OCCUPATIONAL HEALTH CTRS OF CA	89153784	1136444	MEDICAL EXAM/TEST SERVICES FOR HR	N	61.00	1/29/2026
13984 OCCUPATIONAL HEALTH CTRS OF CA	89236157	1136444	MEDICAL EXAM/TEST SERVICES FOR HR	N	58.00	1/29/2026
13984 OCCUPATIONAL HEALTH CTRS OF CA	89374400	1136444	MEDICAL EXAM/TEST SERVICES FOR HR	N	61.00	1/29/2026
13984 OCCUPATIONAL HEALTH CTRS OF CA	89445759	1136444	MEDICAL EXAM/TEST SERVICES FOR HR	N	40.00	1/29/2026
16000 PARTS AUTHORITY LLC.	101-818163	1136445	DODGE DURANGO BRAKE ROTORS - PD	N	244.48	1/29/2026
16000 PARTS AUTHORITY LLC.	101-834509	1136445	BRAKE ROTORS DODGE DURANGO - PD	N	737.64	1/29/2026
16000 PARTS AUTHORITY LLC.	117-624484	1136445	DODGE DURANGO BRAKE PADS - PD	N	88.94	1/29/2026
16000 PARTS AUTHORITY LLC.	119-875427	1136445	DODGE DURANGO BRAKE PADS - PD	N	620.58	1/29/2026
205 PATRICK ABALDE	0001	1136346	LABOR 01/08/26-01/14/26 - FINC DIV.	N	3,145.00	1/22/2026
205 PATRICK ABALDE	0002	1136446	PROF SVCS FORM 01.15.26-01.21.26 - FINC DIV.	N	2,550.00	1/29/2026
15231 PENN MUTUAL LIFE INS. COMPANY	POL# 2942230	1136447	ANNUAL PREMIUM DUE FOR ALMA K. MARTINEZ - CMO	N	539.70	1/29/2026
4612 PERS LONG TERM CARE PROGRAM	P/E: 01/15/26	1136347	LONG TERM CARE-MID MANAGEMENT: PAYMENT	N	189.71	1/22/2026
210 PETERSEN AUTOMOTIVE MUSEUM FOUNDATION	0012603	1136448	EL MONTE HIGHLIGHTS TOUR #23- P/R	N	805.00	1/29/2026
13988 POMONA VALLEY PLUMBING,	15951RC	1136449	MAIN LINE BACK UP - PW	N	1,056.93	1/29/2026
15807 PREMIUM PARTY DISTRIBUTION	38053	1136450	P-002866, EVENT SUPPLIES ON AN AS NEEDED BASIS	N	638.30	1/29/2026
15807 PREMIUM PARTY DISTRIBUTION	38474	1136450	P-002866, EVENT SUPPLIES ON AN AS NEEDED BASIS	N	23.96	1/29/2026
15807 PREMIUM PARTY DISTRIBUTION	38480	1136450	P-002866, EVENT SUPPLIES ON AN AS NEEDED BASIS	N	103.41	1/29/2026
15807 PREMIUM PARTY DISTRIBUTION	38743	1136450	P-002866, EVENT SUPPLIES ON AN AS NEEDED BASIS	N	13.98	1/29/2026
15807 PREMIUM PARTY DISTRIBUTION	40217	1136450	P-002866, EVENT SUPPLIES ON AN AS NEEDED BASIS	N	420.42	1/29/2026
15807 PREMIUM PARTY DISTRIBUTION	42831	1136450	P-002866, EVENT SUPPLIES ON AN AS NEEDED BASIS	N	95.75	1/29/2026
15807 PREMIUM PARTY DISTRIBUTION	43788	1136450	P-002866, EVENT SUPPLIES ON AN AS NEEDED BASIS	N	289.76	1/29/2026
15807 PREMIUM PARTY DISTRIBUTION	43790	1136450	P-002866, EVENT SUPPLIES ON AN AS NEEDED BASIS	N	185.61	1/29/2026
15807 PREMIUM PARTY DISTRIBUTION	44270	1136450	P-002866, EVENT SUPPLIES ON AN AS NEEDED BASIS	N	23.88	1/29/2026
15890 PRIMO BRANDS	05L8710155987	1136451	DEC 2025 RENTAL FEES - PD SVC	N	194.44	1/29/2026
8931 QUALITY AUTO SUPPLY	279505-1	1136452	P-002892, TOOLS, EQUIPMENT, AND SUPPLIES FOR PW28	N	143.98	1/29/2026
8931 QUALITY AUTO SUPPLY	279506-1	1136452	P-002892, TOOLS, EQUIPMENT, AND SUPPLIES PWG1	N	314.53	1/29/2026
8931 QUALITY AUTO SUPPLY	279507-1	1136452	P-002892, TOOLS, EQUIPMENT, AND SUPPLIES ED12	N	431.39	1/29/2026
8931 QUALITY AUTO SUPPLY	279508-1	1136452	P-002892, TOOLS, EQUIPMENT, AND SUPPLIES PW43	N	126.26	1/29/2026
8931 QUALITY AUTO SUPPLY	279618-1	1136452	P-002892, TOOLS, EQUIPMENT, AND SUPPLIES FOR PW178	N	173.93	1/29/2026

8931 QUALITY AUTO SUPPLY	279619-1	1136452	P-002892, TOOLS, EQUIPMENT, AND SUPPLIES FOR ED12	N	200.63	1/29/2026
8931 QUALITY AUTO SUPPLY	279674-1	1136452	P-002892, TOOLS, EQUIPMENT, AND SUPPLIES FOR PW60	N	316.19	1/29/2026
3076 RAMIREZ	01.22.26	1136453	POST SETTLEMENT REIMBURSEMENT 09/25	N	32.00	1/29/2026
5275 REGIONAL TAP SERVICE CENTER	6026492	1136348	C-002584, BUS PASS SUBSIDY PROGRAM	N	32.32	1/22/2026
8128 RICOH USA INC	41283965	1136454	C-002884, FY 2026 CITY WIDE COPIER LEASE - PIO	N	636.19	1/29/2026
8128 RICOH USA INC	9033459840	1136454	C-002884, FY 2026 CITY WIDE COPIER LEASE (6 MO)	N	5,567.28	1/29/2026
8128 RICOH USA INC	9033460135	1136454	CONTRACT #300-3218489-100 (JAN 2026) PP- CITY CLK	N	1,099.48	1/29/2026
11475 ROJAS	01.22.26	1136455	POST SETTLEMENT REIMBURSEMENT 09/25	N	275.60	1/29/2026
3360 SALMON	2.10-12.2026	1136349	REIMB. FOR LODGING - POLICE BUDGET ACADEMY- SAN CL	N	384.16	1/22/2026
3362 SAM'S CLUB DIRECT	0305	1136456	SUPPLIES FOR CREATE & EXPLORE EVENT - P/R	N	76.40	1/29/2026
3365 SAM'S CLUB DIRECT	1188	1136457	SUPPLIES FOR CMO OFFICE	N	292.96	1/29/2026
3406 SAN GABRIEL VALLEY WATER CO	100145-01/26	1136350	AC#10023454-100145 12/05-01/06/26	N	146.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	100453-01/26	1136350	AC#10023454-100453 12/04-01/06/26	N	71.15	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	100454-01/26	1136350	AC#10023454-100454 12/04-01/06/26	N	188.37	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	104878-01/26	1136350	AC#10023454-104878 12/04-01/06/26	N	621.55	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	105051-01/26	1136350	AC#10023454-105051 12/04-01/06/26	N	486.67	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	105448-01/26	1136350	AC#10023459-105448 12/04-01/06/26	N	237.48	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	105912-01/26	1136350	AC#10023454-105912 12/11-01/08/26	N	131.04	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	109812-01/26	1136350	AC#10023454-109812 12/03/25-01/05/26	N	146.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	110001-01/26	1136350	AC#10023454-110001 12/03/25-1/05/26	N	419.29	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	110293-01/26	1136350	AC#10023454-110293 12/03/25-1/05/26	N	237.48	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	113754-01/26	1136350	AC#10023454-113754 12/08/25-01/07/26	N	25.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	115679-01/26	1136350	AC#10023454-115679 12/09/25-01/07/26	N	146.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	117253-01/26	1136350	AC#10023459-117253 12/04-01/06/26	N	3,780.67	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	117522-01/26	1136350	AC#10023458-117522 12/09/25-01/07/26	N	106.30	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	117523-01/26	1136350	AC#10023457-117523 12/09/25-01/07/26	N	146.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	119050-01/26	1136350	AC#10023459-119050 12/04-01/06/26	N	71.15	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	119380-01/26	1136350	AC#10023454-119380 12/10/25-01/07/26	N	71.15	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	158722-01/26	1136350	AC#10023454-158722 12/10/25-01/07/26	N	71.15	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	159198-01/26	1136350	AC#10023459-159198 12/09/25-01/07/26	N	146.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	165341-01/26	1136350	AC#10023454-165341 12/08-01/06/26	N	234.57	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	166064-01/26	1136350	AC#10023454-166064 12/17-01/12/26	N	125.51	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	166107-01/26	1136350	AC#10023454-166107 12/08-01/06/26	N	146.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	168503-01/26	1136350	AC#10023454-168503 12/05-01/06/26	N	272.64	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	170038-01/26	1136350	AC#10023454-170038 12/04-01/06/26	N	25.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	170057-01/26	1136350	AC#10023459-170057 12/04-01/06/26	N	425.01	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	170092-01/26	1136350	AC#10023454-170092 12/04-01/06/26	N	518.86	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	170397-01/26	1136350	AC#10023459-170397 12/04-01/06/26	N	71.15	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	170435-01/26	1136350	AC#10023460-170435 12/04-01/06/26	N	25.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	170442-01/26	1136350	AC#10023460-170442 12/04-01/06/26	N	71.15	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	171105-01/26	1136350	AC#10023459-171105 12/04-01/06/26	N	146.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	171344-01/26	1136350	AC#10023459-171344 12/04-01/06/26	N	146.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	171448-01/26	1136350	AC#10023459-171448 12/04-01/06/26	N	668.49	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	171654-01/26	1136350	AC#10023459-171654 12/04-01/06/26	N	71.15	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	171882-01/26	1136350	AC#10023459-171882 12/04-01/06/26	N	217.07	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	171971-01/26	1136350	AC#10023459-171971 12/04-01/06/26	N	40.88	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	171978-01/26	1136350	AC#10023454-171978 12/03/25-1/05/26	N	152.64	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	172122-01/26	1136350	AC#10023459-172122 12/03-01/05/26	N	504.65	1/22/2026

3406 SAN GABRIEL VALLEY WATER CO	172373-01/26	1136350	AC#10023459-172373 12/03-01/05/26	N	346.23	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	172419-01/26	1136350	AC#10023454-172419 12/04/25-01/05/26	N	25.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	172488-01/26	1136350	AC#10023459-172488 12/04-01/05/26	N	146.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	172624-01/26	1136350	AC#10023459-172624 12/04-01/05/26	N	71.15	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	172648-01/26	1136350	AC#10023459-172648 12/03-01/05/26	N	445.95	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	172849-01/26	1136350	AC#10023459-172849 12/03-01/05/26	N	545.68	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	172947-01/26	1136350	AC#10023459-172947 12/03-01/05/26	N	71.15	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	172974-01/26	1136350	AC#10023454-172974 12/02/25-01/05/26	N	28.81	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	173033-01/26	1136350	AC#10023459-173033 12/03-01/05/26	N	25.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	173104-01/26	1136350	AC#10023459-173104 12/03-01/05/26	N	25.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	173143-01/26	1136350	AC#10023459-173143 12/03-01/05/26	N	25.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	173227-01/26	1136350	AC#10023459-173227 12/03-01/05/26	N	146.76	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	173397-01/26	1136350	AC#10023461-173397 12/03-01/05/26	N	71.15	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	173679-01/26	1136350	AC#10023459-173679 12/03-01/05/26	N	71.15	1/22/2026
3406 SAN GABRIEL VALLEY WATER CO	174083-01/26	1136350	AC#10023459-174083 12/02-01/05/26	N	265.60	1/22/2026
12382 SARDINA	02.10-12.26	1136351	REIMB. MILEAGE, LODGING - POLICE BUDGE ACADEMY, SA	N	366.88	1/22/2026
10059 SC FUELS	1140619	1136352	PARKS AND REC FUEL (11/15/25-11/30/25)	N	169.27	1/22/2026
10059 SC FUELS	1149352	1136458	PARKS AND REC FUEL (12/01/25-12/15/25)	N	73.69	1/29/2026
10059 SC FUELS	1165982	1136458	PD FUEL (01/01/2026 - 01/15/2026)	N	14,142.80	1/29/2026
10059 SC FUELS	1166002	1136458	TRANSPORTATION DEPT FUEL (1/01/26-1/15/26)	N	253.44	1/29/2026
10059 SC FUELS	1166019	1136458	PUB WKS FUEL (1/01/26-1/15/26)	N	6,036.24	1/29/2026
10059 SC FUELS	1166020	1136458	NEIGHBORHOOD SVCS FUEL (1/01/26 - 1/15/26)-CED	N	285.81	1/29/2026
3453 SHELDON EXTINGUISHER COMPANY	171789	1136459	DRY CHEM. ANNUAL CERTIFICATION/MAINT, HYRDO - PD	N	767.26	1/29/2026
12563 SHRED-IT	8013009592	1136353	ON-SITE SHREDDING SERVICES	N	70.14	1/22/2026
12563 SHRED-IT	8013009591	1136460	ON-SITE SHREDDING SERVICES FOR HR	N	70.14	1/29/2026
3484 SMART & FINAL	346677	1136461	MILKBONE DOG TREATS FOR EVENT - P/R	N	60.72	1/29/2026
3484 SMART & FINAL	573899	1136461	SUPPLIES FOR CREATE & EXPLORE PROGRAM - P/R	N	21.63	1/29/2026
11740 SMART & FINAL	497377	1136462	SUPPLIES FOR CMO	N	44.57	1/29/2026
3516 SOUTHEAST CONST PRODUCTS	2509-244131	1136354	P-002894, STREET MAINTENANCE MATERIALS - CONCRETE	N	98.57	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	1417110-01/26	1136355	AC#700201417110 12/09-01/08/26	N	4.82	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	1952420-01/26	1136355	AC#700351952420 12/15-01/13/26	N	61.78	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	2000274-01/26	1136355	AC#700542000274 12/09-01/08/26	N	96.04	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	4051216-01/26	1136355	AC#700134051216 12/09-01/08/26	N	1.10	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	5494947-01/26	1136355	AC#700345494947 12/16-01/14/26	N	95.10	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	5764506-01/26	1136355	AC#700375764506 12/11-01/11/26	N	81.47	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	6264203-01/26	1136355	AC#700036264203 12/11-01/11/26	N	4.09	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	6329473-01/26	1136355	AC#700036329473 12/11-01/11/26	N	1.57	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	6395555-01/26	1136355	AC#700036395555 12/11-01/11/26	N	1.57	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	6467697-01/26	1136355	AC#700036467697 12/11-01/11/26	N	1.57	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	6929436-01/26	1136355	AC#700346929436 12/09-01/08/26	N	137.64	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	6941560-01/26	1136355	AC#700346941560 12/09-01/08/26	N	203.02	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	6956516-01/26	1136355	AC#700346956516 12/09-01/08/26	N	86.25	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	6971266-01/26	1136355	AC#700346971266 12/09-01/08/26	N	114.58	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	6984101-01/26	1136355	AC#700346984101 12/09-01/08/26	N	34.33	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	7529674-01/26	1136355	AC#700137529674 12/09-01/08/26	N	9.31	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	7601695-01/26	1136355	AC#700027601695 12/09-01/08/26	N	66.97	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	8401093-01/26	1136355	AC#700088401093 12/09-01/08/26	N	8,488.41	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	9198247-01/26	1136355	AC#700319198247 12/09-01/08/26	N	34.62	1/22/2026

3520 SOUTHERN CALIFORNIA EDISON	9627438-01/26	1136355	AC#700089627438 12/09-01/08/26	N	17,297.97	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	9903978-01/26	1136355	AC#700379903978 12/09-01/08/26	N	24.16	1/22/2026
3520 SOUTHERN CALIFORNIA EDISON	0572592-01/26	1136463	AC#700350572592 12/22-01/21/26	N	144.04	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	0948303-01/26	1136463	AC#700580948303 12/18-01/19/26	N	169.37	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	2340421-01/26	1136463	AC#700212340421 12/11-01/11/26	N	5,512.86	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	3695434-01/26	1136463	AC#700013695434 12/22-01/21/26	N	72.00	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	4003894-01/26	1136463	AC#700454003894 12/18-01/19/26	N	3,445.77	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	4013901-01/26	1136463	AC#700454013901 12/19-01/20/26	N	3,431.77	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	4540933-01/26	1136463	AC#700454540933 12/18-01/19/26	N	980.52	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	5093409-01/26	1136463	AC#700345093409 12/22-01/21/26	N	399.04	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	5210920-01/26	1136463	AC#700345210920 12/22-01/21/26	N	748.52	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	5507071-01/26	1136463	AC#700345507071 12/22-01/21/26	N	108.30	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	5710750-01/26	1136463	AC#700375710750 12/18-01/19/26	N	118.14	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	5724086-01/26	1136463	AC#700375724086 12/18-01/19/26	N	75.26	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	5736618-01/26	1136463	AC#700375736618 12/19-01/20/26	N	177.93	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	5748237-01/26	1136463	AC#700375748237 12/19-01/20/26	N	81.75	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	6072985-01/26	1136463	AC#700096072985 12/18-01/19/26	N	193.61	1/29/2026
3520 SOUTHERN CALIFORNIA EDISON	6892937-01/26	1136463	AC#700516892937 12/22-01/21/26	N	1.10	1/29/2026
3525 SOUTHERN CALIFORNIA GAS CO	138117-01/26	1136356	AC#138 117 3615 9 (12/10-1/10/26)	N	17.72	1/22/2026
3525 SOUTHERN CALIFORNIA GAS CO	196719-01/26	1136356	AC#196 719 3600 3 (12/09-1/09/26)	N	41.25	1/22/2026
3525 SOUTHERN CALIFORNIA GAS CO	198819-01/26	1136356	AC#198 819 3600 9 (12/09-1/09/26)	N	34.19	1/22/2026
3525 SOUTHERN CALIFORNIA GAS CO	160617-01/26	1136464	AC#160 617 7648 6 (12/13-1/14/26)	N	17.00	1/29/2026
3525 SOUTHERN CALIFORNIA GAS CO	169419-01/26	1136464	AC#169 419 0200 5 (12/15-1/15/26)	N	15.41	1/29/2026
3525 SOUTHERN CALIFORNIA GAS CO	171519-01/26	1136464	AC#171 519 0200 8 (12/15-1/15/26)	N	15.69	1/29/2026
3525 SOUTHERN CALIFORNIA GAS CO	192117-01/26	1136464	AC#192 117 9900 2 (12/13-1/14/26)	N	16.03	1/29/2026
3527 SOUTHERN CALIFORNIA GAS CO	12.01.25-01.01.26	1136357	AC# 083 469 7599 1 (12.01.25-1.01.26) ARDEN RNG	N	777.39	1/22/2026
3527 SOUTHERN CALIFORNIA GAS CO	12.01.25-1.01.26	1136357	AC# 096 176 5242 6 (12.01.25-1.01.26) CYPRESS CNG	N	14,564.38	1/22/2026
13924 SOUTHERN TIRE MART LLC	7080034349	1136465	VEHICLE MAINTENANCE, REPAIRS ON AN AS-NEEDED BASIS	N	1,666.65	1/29/2026
13924 SOUTHERN TIRE MART LLC	7080034511	1136465	P-002895, TIRES ON AN AS NEEDED BASIS PW17	N	895.24	1/29/2026
13924 SOUTHERN TIRE MART LLC	7080034694	1136465	CREDIT FOR RETURN OF TIRES - PD	N	(791.99)	1/29/2026
14470 SPARKLE CLEANERS	D 53533(R)	1136466	PD UNIFORM CLEANING - PD	N	6.00	1/29/2026
14470 SPARKLE CLEANERS	D 53628(R)	1136466	PD UNIFORM CLEANING - PD	N	15.00	1/29/2026
14470 SPARKLE CLEANERS	D 53708(R)	1136466	PD UNIFORM CLEANING - PD	N	12.00	1/29/2026
14470 SPARKLE CLEANERS	D 53760(R)	1136466	PD UNIFORM CLEANING - PD	N	6.00	1/29/2026
14470 SPARKLE CLEANERS	D 53845(R)	1136466	PD UNIFORM CLEANING - PD	N	12.00	1/29/2026
14470 SPARKLE CLEANERS	D 53890(R)	1136466	PD UNIFORM CLEANING - PD	N	6.00	1/29/2026
14470 SPARKLE CLEANERS	D 53946(R)	1136466	PD UNIFORM CLEANING - PD	N	15.00	1/29/2026
8999 SSD SYSTEMS	R-00623876	1136358	C-002692, BURGLAR ALARM SVCS	N	406.29	1/22/2026
8999 SSD SYSTEMS	R-00630370	1136358	C-002692, BURGLAR ALARM SVCS	N	517.69	1/22/2026
8999 SSD SYSTEMS	J-601008090	1136467	C-002807, VIDEO SYSTEM UPGRADE - PD	N	2,199.54	1/29/2026
8999 SSD SYSTEMS	R-00624494	1136467	C-002692, BURGLAR ALARM SVCS	N	326.18	1/29/2026
8999 SSD SYSTEMS	S-01158530	1136467	C-002807, MONITORS ADDED TO SYSTEM - PD	N	1,279.94	1/29/2026
8999 SSD SYSTEMS	S-01161369	1136467	C-002807, MONITOR REPAIRS - PD	N	378.00	1/29/2026
3609 SUNBELT RENTALS INC	176829050-0002	1136359	EQUIPMENT RENTALS ON AN AS-NEEDED BASIS - MAN LIFT	N	401.12	1/22/2026
102 SUNRISE INVESTMENTS SRI NO. 6 LLC	01.12.26	1136360	RENTAL ASSIST FOR KEVIN GOMEZ 11106 BONWOOD RD #1	N	1,067.73	1/22/2026
12311 SUPER UNIQUE AUTO REPAIR	26450	1136468	P-002876, VEHICLE MAINTENANCE, REPAIRS, TIRES #243	N	338.82	1/29/2026
12311 SUPER UNIQUE AUTO REPAIR	26455	1136468	P-002876, VEHICLE MAINTENANCE, REPAIRS, TIRES #423	N	829.32	1/29/2026
12311 SUPER UNIQUE AUTO REPAIR	26457	1136468	P-002876, VEHICLE MAINTENANCE, REPAIRS, TIRES #307	N	1,398.14	1/29/2026

12311 SUPER UNIQUE AUTO REPAIR	26473	1136468	P-002876, VEHICLE MAINTENANCE, REPAIRS, TIRES #297	N	385.00	1/29/2026
3422 SUSAN SAXE-CLIFFORD PHD	26-0105-3	1136469	PSYCHOLOGICAL EVALUATION FOR TRAINING SPECIALIST	N	450.00	1/29/2026
15923 SWA GROUP INC.	207336	1136361	PROF LANDSCAPE & CONSULTING SVCS 11.01-11.30.25	N	9,400.00	1/22/2026
10543 TED JOHNSON PROPANE	596409	1136362	MONTHLY STORAGE TANK RENTAL FOR PW	N	20.00	1/22/2026
13451 THE BUS DOCTOR 1	7988	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR95	N	500.00	1/29/2026
13451 THE BUS DOCTOR 1	7989	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR77	N	350.00	1/29/2026
13451 THE BUS DOCTOR 1	7990	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR79	N	350.00	1/29/2026
13451 THE BUS DOCTOR 1	7991	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR95	N	350.00	1/29/2026
13451 THE BUS DOCTOR 1	7992	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR15B	N	350.00	1/29/2026
13451 THE BUS DOCTOR 1	7993	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR14B	N	350.00	1/29/2026
13451 THE BUS DOCTOR 1	7994	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR2B	N	350.00	1/29/2026
13451 THE BUS DOCTOR 1	7995	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR2B	N	500.00	1/29/2026
13451 THE BUS DOCTOR 1	7996	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR14B	N	500.00	1/29/2026
13451 THE BUS DOCTOR 1	7997	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR15	N	500.00	1/29/2026
13451 THE BUS DOCTOR 1	8028	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR15	N	33.15	1/29/2026
13451 THE BUS DOCTOR 1	8029	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR79	N	165.75	1/29/2026
13451 THE BUS DOCTOR 1	8030	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR15B	N	476.67	1/29/2026
13451 THE BUS DOCTOR 1	8031	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR14B	N	1,445.63	1/29/2026
13451 THE BUS DOCTOR 1	8032	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR14B	N	3,289.30	1/29/2026
13451 THE BUS DOCTOR 1	8033	1136470	AUTO PARTS & MAINTENANCE SVCS AS-NEEDED TR15B	N	2,400.00	1/29/2026
3872 THOMSON REUTERS - WEST PAYMENT	853007900	1136471	S-000009, PD - CLEAR SOFTWARE SUBSCRIPTION	N	1,039.26	1/29/2026
10675 TORREZ	01.14.26	1136472	REIMB: DISTRIBUTION & TREATMENT RENEWAL	N	220.00	1/29/2026
3723 TYLER TECHNOLOGIES	045-549445	1136363	C-002793, EERP MIGRATION CONTRACT SERVICES	N	10,600.00	1/22/2026
3742 UNITED SITE SERVICES	114-14152865	1136473	TEMPORARY FENCE AT PIONEER PARK 11.04-12.01.25	N	1,913.41	1/29/2026
3742 UNITED SITE SERVICES	114-14165195	1136473	TEMPORARY FENCE AT PIONEER PARK 12.02-12.29.25	N	1,913.41	1/29/2026
3742 UNITED SITE SERVICES	114-14175270	1136473	TEMPORARY FENCE AT PIONEER PARK 12.30-01.26.26	N	1,913.41	1/29/2026
3774 V & V MANUFACTURING INC	63743	1136474	EMPD POLICE HAT BADGES - PD	N	1,424.62	1/29/2026
3780 VALLEY BRAKE & WHEEL SERVICE	1087660	1136475	AUTO PARTS & MAINTENANCE SVCS ON AN AS-NEEDED TS90	N	150.00	1/29/2026
3780 VALLEY BRAKE & WHEEL SERVICE	1087676	1136475	AUTO PARTS & MAINTENANCE SVCS ON AS-NEEDED TR14B	N	150.00	1/29/2026
14347 VERA CONCRETE PUMPING LLC	18512	1136476	8 YARD PUMPING 300 FEET HOSE - PW	N	1,700.00	1/29/2026
7329 VERIZON WIRELESS	6133633580	1136477	AC#772108629-00001 12/16-01/15/26	N	2,296.15	1/29/2026
11570 VERIZON WIRELESS	6130520578	1136478	ACCT#842168232-00001 11.0-12.08.25 - PW/TRANSP	N	12,123.71	1/29/2026
214 XIA LIANG	01.12.26	1136479	REFUND ON PERMIT PRSL-000545-2025 BOND IS RELEASED	N	1,000.00	1/29/2026
3949 XYBIX SYSTEMS INC	58892	1136480	Four (4) Real Time Crime Center Workstations - PD	N	71,701.39	1/29/2026
201 YANMEI CAI	MR 199418	1136364	BOND RELEASE REFUND - CED	N	3,000.00	1/22/2026
3655 10-8 RETROFIT INC	21987	1136481	4" MPOWER FASCIA W/STUD MOUNT 18 LED - PD	E	335.06	1/29/2026
15820 144 S. AVE 55 APTS., LP	01.12.26	1136366	RENTAL ASSIST- MIGUEL SIMENTAL AT 4122 TYLER #7	E	377.5	1/22/2026
15741 3939 MAXSON #200N, LP.	01.12.26	1136367	RENTAL ASSIST -ARLENE LOPEZ, 3939 MAXSON RD #200N	E	1263.17	1/22/2026
1261 ADMINSURE INC	18522	1136482	FEB 2026 WORKERS' COMPENSATION CLAIMS ADMIN.-HR/RM	E	19344	1/29/2026
138 ASPIRE SOLUTIONS, APC	01.12.26	1136368	RNTL ASSIST- MARIA D CAMACHO - 11142 LAMBERT AVE	E	883.1	1/22/2026
14118 AVENU MUNISERVICES, LLC.	INV06-022255	1136369	UTIL USER TAX - FIXED FEE FOR OCT - DEC 2025 - FIN	E	9935.43	1/22/2026
15685 BERRYDUNN	476556	1136370	PROF SVCS RENDERED - ERP IMPLEMENTATION ASSIST -FI	E	36057	1/22/2026
1502 BRINK'S INC	13112639	1136371	JAN 2026 ARMORED TRANSPORT SVCS - TRANSPORTATION	E	1718.26	1/22/2026
1502 BRINK'S INC	8235739	1136371	DEC 2025 ARMORED TRANSPORT SVCS - TREASURY, WATER	E	23.37	1/22/2026
7047 BROWN	3173630747 JAN 2026*	1136372	REISSUED CK - INS PREM	E	9.75	1/22/2026
14680 BUMPER EXPRESS	509781	1136373	ALIGN FRONT DRIVER DOOR - PD VEH #416	E	190	1/22/2026
14680 BUMPER EXPRESS	509782	1136483	ADJUST DOOR, ALIGN FENDER - PD VEH #423	E	290	1/29/2026
10611 CALIF. TRANSIT INDEMNITY POOL	99-2025-December	1136374	DEC 2025 - DEDUCTIBLE DUE - HR	E	22.85	1/22/2026

1562 CALNENA INC	3809538	1136375	REG- CALNENA 2026 CONF. DAY PASS - LA, CA 3.03.26	E	500	1/22/2026
15095 CHARM-TEX, INC.	0431032-IN	1136484	SPORTS BRA SZ40 8 DZ - PD	E	591.2	1/29/2026
14692 CHARTER COMMUNICATIONS	164263201010126	1136376	ACCT 164263201 FOR JAN 2026 - CED	E	2276.08	1/22/2026
13682 CHEN	01.12.26	1136377	RENTAL ASSIST -CAROLINA GUTIERREZ 11408 1/2 DODSON	E	290.37	1/22/2026
13325 COLANTUONO, HIGHSMITH &	68921	1136378	SVCS THRU 12/31/25 RE: LABOR & EMPLOYMENT	E	7603	1/22/2026
13325 COLANTUONO, HIGHSMITH &	68922	1136378	SVCS THRU 12/31/25 RE: K. MARTIN II - PERB CHARGE	E	32.5	1/22/2026
13325 COLANTUONO, HIGHSMITH &	68923	1136378	SVCS THRU 12/31/25 RE: RARDIN PERSONNEL INVESTIGAT	E	290	1/22/2026
13325 COLANTUONO, HIGHSMITH &	68924	1136378	SVCS THRU 12/31/25 RE: C. JAIMES APPEAL	E	434.5	1/22/2026
13325 COLANTUONO, HIGHSMITH &	68925	1136378	SVCS THRU 12/31/25 RE: BULLOCK COMPLAINT/INVESTIGA	E	2526	1/22/2026
13119 DNA OVERHEAD DOORS INC.	Jan-0726	1136379	REPLACED HANDLE IN TROLLEY STN - PW	E	1490	1/22/2026
13119 DNA OVERHEAD DOORS INC.	Jan-0727-1	1136379	REPLACED DOOR TRIM CHW - PW	E	2485.94	1/22/2026
1877 DOOLEY ENTERPRISES INC	71156	1136485	38 SP 130GR. FULL METAL, 12GA. 2 3/4" 3DRAM 1-PD	E	906.18	1/29/2026
4630 EL MONTE POLICE ASSOCIATION	P/E: 01/15/26	1136380	LONG TERM DISABILITY - POLICE: PAYMENT	E	1350	1/22/2026
4631 EL MONTE POLICE ASSOCIATION	P/E: 01/15/26	1136381	ADMINISTRATOR PD DUES: PAYMENT	E	10147.34	1/22/2026
15769 ELA GROUP	01.12.26	1136382	RENTAL ASSIST -RUBY SANCHEZ AT 3841 PECK RD #20	E	845.8	1/22/2026
2053 FIVE DOLLAR BLINDS INC	4581	1136486	REPAIR TAKE DOWN AND RE INSTALL AT SENIOR CTR -P/R	E	250	1/29/2026
15016 FRANKCO FINE UPHOLSTERY	2236	1136487	CUSTOM CARPET COVER FOR PD VEH #254	E	155.64	1/29/2026
15016 FRANKCO FINE UPHOLSTERY	2237	1136487	CUSTOM CARPET COVER FOR PD VEH.	E	155.64	1/29/2026
15016 FRANKCO FINE UPHOLSTERY	2238	1136487	MAKE CUSTOM COVER FOR PD VEH #252	E	155.64	1/29/2026
15994 GCP WW HOLDCO LLC.	INV3160000297	1136365	P-002907, WORK BOOTS ON AN AS NEEDED BASIS	E	225	1/22/2026
14395 GROUP X ROSEMEAD PROPERTIES,LP	01.12.2026	1136383	RENTAL ASSIST- CANDY SANTANA, 3500 MAXSON RD #14	E	1557.52	1/22/2026
14395 GROUP X ROSEMEAD PROPERTIES,LP	01.12.26	1136383	RENTAL ASSIST - RAUL MEDINA - 3544 GILMAN RD #7	E	1727.93	1/22/2026
14395 GROUP X ROSEMEAD PROPERTIES,LP	JAN 12, 2026	1136383	RENTAL ASSIST - ANDRES HERRERA 9805 RIO HONDO PKWY	E	1710	1/22/2026
13793 HAEBE, CYNTHIA	25-106	1136488	DEC 2025 - MONTHLY REPORTS FOR DET BUREAU/NIBRS-PD	E	2612.5	1/29/2026
11900 HASA, INC.	1088575	1136384	MULTI-CHLOR 1 GALLON - PW UTIL.	E	1967.53	1/22/2026
11900 HASA, INC.	1094546	1136384	MULTI-CHLOR 1 GALLON - PW UTIL.	E	2529.22	1/22/2026
101 HOTT HOMES, INC.	01.12.2026	1136385	RNTL ASSIST- ALFREDO COSTILLA 11167 BONWOOD RD #4	E	287.4	1/22/2026
101 HOTT HOMES, INC.	01.12.26	1136385	RNTL ASSIST- IRENE NATIVIDAD - 11167 BONWOOD RD #9	E	976.92	1/22/2026
13181 INSIGHT PUBLIC SECTOR INC	1101336494	1136489	CANON IMAGE FORMULA DR OFFICE SCANNER - PD	E	953.62	1/29/2026
11700 INX BUILDING MAINTENANCE	999252	1136490	CARPET CLEANING RECORD ADN COPY ROOMS - PD	E	320	1/29/2026
15303 KANE CONSTRUCTION SVCS, INC.	EMRNG - 020	1136386	DEC 2025 - CM & INSPECTION SVCS FOR RNG STN CONSTR	E	29938.24	1/22/2026
11532 KIM TURNER, LLC	INVOICE-7718 3/25/26	1136387	REG- DISPATCHERS ROLE IN CRITIAL INCIDENTS-ONTARIO	E	598	1/22/2026
11532 KIM TURNER, LLC	Invoice-7717	1136491	REG:ACTIVE SHOOTER SITUATION- B RUBIO, S KOVAL -PD	E	598	1/29/2026
75 KO	2026001	1136388	DEC 2025 - PROF SVCS - PROJECT MGMT - ENG DIV.	E	32617.5	1/22/2026
75 KO	2026002	1136388	DEC 2025 - PROF SVCS - LAND DEVELOPMENT	E	30677.5	1/22/2026
15982 KUANG	01.12.26	1136389	RENTAL ASSIST - ALICIA MOLINA AT 11132 CONCERT ST	E	575.2	1/22/2026
2625 MAINTEX INC	1162746-01	1136390	JANITORIAL SUPPLIES FOR AQUATICS - PW	E	555.38	1/22/2026
2625 MAINTEX INC	1162746-02	1136390	JANITORIAL SUPPLIES FOR AQUATIC CTR - PW	E	41.87	1/22/2026
2625 MAINTEX INC	1165492-00	1136390	JANITORIAL SUPPLIES FOR PD - PW	E	74.95	1/22/2026
15671 MCGRIFF, A MARSH & MCLENNAN	P/E:01/15/26	1136391	SEC. 125 DEPENDENT CARE: PAYMENT	E	6405.96	1/22/2026
12057 MEDICO PROFESSIONAL LINEN	21369335	1136392	LINEN SERVICE FOR PD	E	212.53	1/22/2026
12057 MEDICO PROFESSIONAL LINEN	21373420	1136492	LINEN SERVICE FOR PD	E	212.53	1/29/2026
12935 NV5, INC.	492884	1136393	GARVEY AVE PROJECT CIP 884 11.1-11.30.25	E	27975	1/22/2026
12935 NV5, INC.	473783	1136493	C-002632, PROF SVCS 07.01-08.31.25 4708 ARDEN DR	E	515	1/29/2026
12935 NV5, INC.	473785	1136493	C-002632, PROF SVCS 07.01-08.31.25 3700 MONTEREY	E	785	1/29/2026
12935 NV5, INC.	474645	1136493	C-002632, PROF SVCS 08.01-08.31.25 3700 MONTEREY	E	540	1/29/2026
12935 NV5, INC.	491239	1136493	C-002632, PROF SVCS 10.01-11.30.25 3700 MONTEREY	E	325	1/29/2026
12935 NV5, INC.	491244	1136493	C-002632, PROF SVCS 10.01-11.30.25 12152 RANCHITO	E	530	1/29/2026

6955 PAMA MANAGEMENT #0070	01.12.2026	1136394	RENTAL ASSIST - SHARON ESLITER 12032 FERRIS RD #L	E	1018.28	1/22/2026
6955 PAMA MANAGEMENT #0070	01.12.26	1136394	RENTL ASSIST FOR SANDRA ZACARIAS 11129 MILDRED #14	E	1293.2	1/22/2026
6955 PAMA MANAGEMENT #0070	JAN 12, 2026	1136394	RENTAL ASSIST- ANGELICA ESTRELLA 2839 MAXSON RD #B	E	1447.65	1/22/2026
3040 PROFORCE LAW ENFORCEMENT	592615	1136395	DANIEL DEFENSE RIFLES & ACCESSORIES - PD	E	50294.74	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52942042	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	246.38	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52942043	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	39.34	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52942044	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	34.69	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52942045	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	40.26	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52942046	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	19.72	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52943726	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	246.38	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52943727	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	40.59	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52943728	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	34.69	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52943729	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	40.26	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52943730	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	19.72	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52945416	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	246.38	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52945417	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS/TRANSP	E	40.59	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52945418	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	34.69	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52945419	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	40.26	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52945420	1136396	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	19.72	1/22/2026
15104 PRUDENTIAL OVERALL SUPPLY	52942047	1136494	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	126.51	1/29/2026
15104 PRUDENTIAL OVERALL SUPPLY	52943731	1136494	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	126.51	1/29/2026
15104 PRUDENTIAL OVERALL SUPPLY	52945421	1136494	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	126.51	1/29/2026
15104 PRUDENTIAL OVERALL SUPPLY	52947107	1136494	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	263.58	1/29/2026
15104 PRUDENTIAL OVERALL SUPPLY	52947109	1136494	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	37.1	1/29/2026
15104 PRUDENTIAL OVERALL SUPPLY	52947110	1136494	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	43.06	1/29/2026
15104 PRUDENTIAL OVERALL SUPPLY	52947111	1136494	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	21.09	1/29/2026
15104 PRUDENTIAL OVERALL SUPPLY	52948795	1136494	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	263.58	1/29/2026
15104 PRUDENTIAL OVERALL SUPPLY	52948797	1136494	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	37.1	1/29/2026
15104 PRUDENTIAL OVERALL SUPPLY	52948798	1136494	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	43.06	1/29/2026
15104 PRUDENTIAL OVERALL SUPPLY	52948799	1136494	C-002726, UNIFORM SERVICES FOR PUBLIC WORKS	E	21.09	1/29/2026
12467 RAFTELIS	43840	1136397	C-002905, WATER RATE STUDY DEC 2025	E	2929.55	1/22/2026
9004 RRM DESIGN GROUP	0518-00-CU21-5	1136495	OCT 2025 - EL MONTE ON-CALL ARCHITECTURAL & LANDSC	E	4609	1/29/2026
9004 RRM DESIGN GROUP	0518-00-CU21-6	1136495	NOV 2025 - EL MONTE ON-CALL ARCHITECTURAL & LANDSC	E	15029.97	1/29/2026
3347 S&S WORLDWIDE INC	IN101704644	1136398	P-002867, SCHOOL SUPPLIES FOR PARKS & MVSD PROGRAM	E	169.41	1/22/2026
15983 THE GARCIA FAMILY TRUST	01.12.26	1136399	RENTAL ASSIST FOR YURI GOANA 11202 ELLIOT AVE	E	761.9	1/22/2026
3914 THE WORKSHOP	75298	1136496	B-000145, CITYWIDE PRINTING #10 REG ENVELOPES	E	364.65	1/29/2026
3914 THE WORKSHOP	75299	1136496	B-000145, CITYWIDE PRINTING - BUS CARDS	E	38.5	1/29/2026
3914 THE WORKSHOP	75317	1136496	B-000145 CITYWIDE PRINTING, NOTICE BOOKS - PD	E	782.34	1/29/2026
3725 USA BLUE BOOK	INV00924406	1136497	PRESSURE GAUGE, SWIVEL ADAPTER - PW UTIL	E	2481.91	1/29/2026
3725 USA BLUE BOOK	INV00925045	1136497	BALL & SOCKET COUPLING GASKET - PW UTIL	E	70.68	1/29/2026
6575 VASQUEZ & COMPANY, LLP	2251856-IN	1136400	C-002693, PROF SVCS FOR THE AUDIT OF FINC STMTS	E	30200	1/22/2026
15989 WONG	01.12.26	1136401	RNTL ASSIST FOR ENRIQUE RAMOS LORENZO 11426 MCGIRK	E	1811	1/22/2026
103 ZHI GUO LI	01.12.26	1136402	RENTAL ASSIST FOR MELISSA RAMIREZ 11523 MEDINA CT	E	2177.4	1/22/2026
12063 BANK OF AMERICA	12012025-12312025	1232601	JAN 2026 - CITY P CARD PURCHASES	W	41401.93	1/23/2026
4723 CALIF STATE DISBURSEMENT/UNIT	P/E:01/15/26	1212604	CHILD SUPPORT: PAYMENT	W	7420.5	1/21/2026
4610 CATALYST CORPORATE FEDERAL CU	P/E:01/15/26	1212610	EL MONTE CREDIT UNION: PAYMENT	W	41273.58	1/21/2026
4731 DEPARTMENT OF TREASURY	P/E: 01/15/26	1212601	FEDERAL TAX: PAYMENT	W	288037.34	1/21/2026
4732 DEPARTMENT OF TREASURY	P/E:01/15/26	1212602	MEDICARE TAX: PAYMENT	W	67529.56	1/21/2026

4613 EL MONTE CITY EMPLOYEES CR UN	P/E:01/15/26	1212611	POLICE CREDIT UNION: PAYMENT	W	180	1/21/2026
6796 EL MONTE CITY EMPLOYEES CR UN	P/E:01/15/26	1212612	CREDIT UNION YARD ACCOUNT: PAYMENT	W	343	1/21/2026
4730 EMPLOYMENT DEVELOPMENT	P/E:01/15/26	1212603	STATE WITHOLDING TAX: PAYMENT	W	118984.51	1/21/2026
4633 NATIONAL DEFERRED	P/E:01/15/26	1212608	PART TIME DEF. COMPENSATION: PAYMENT	W	12987.53	1/21/2026
4635 NATIONWIDE RETIREMENT SOLUTION	P/E:01/15/26	1212607	457 DEFERRED COMP BENEFIT: PAYMENT	W	65814.82	1/21/2026
11991 NATIONWIDE RETIREMENT SOLUTION	P/E:01/15/26	1212606	401 (A) EXECUTIVE PLAN: PAYMENT	W	6677.24	1/21/2026
3734 PARS SUPPLEMENTAL RETIREMENT	P/E:01/15/26	1212609	PARS SUPPLEMENTAL RETIREMENT: PAYMENT	W	13752.5	1/21/2026
3047 PUBLIC EMPLOYEES' RETIREMENT	P/E: 12/31/25	100316632	EMPR. CONTRB. CLASSIC 114, 113, PEPRA 25097/26062	W	475281.96	1/22/2026
4628 SEIU LOCAL #721	P/E:01/15/26	1212605	SEIU DUES, FEES, COPE: PAYMENT	W	8404.1	1/21/2026
7442 THE BANK OF NEW YORK MELLON	01.08.26	1222601	EL MONTE PFA RZEDA 2010A - PFA BAB 2010A	W	1185776.23	1/22/2026
<b>Total</b>					<b>\$5,699,557.92</b>	

**Voided Checks**

<b>V</b>	DAKE LANDSCAPE	901	1134981	EL MONTE AREA Y APPRAISAL FOLLOWUP	E	<b>(2,753.75)</b>
<b>V</b>	DAKE LANDSCAPE	891	1134981	EL MONTE AREA Y APPRAISAL FOLLOWUP	E	<b>(2,436.25)</b>
<b>V</b>	DAKE LANDSCAPE	906	1134981	EL MONTE AREA Y APPRAISAL FOLLOWUP	E	<b>(408.75)</b>
<b>Grand Total</b>						<b>\$5,693,959.17</b>

APPROVAL OF MINUTES  
EL MONTE CITY COUNCIL REGULAR MEETING  
OF JANUARY 14, 2026

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

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

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Jessica Ancona, Mayor/Chair – **present**  
Viviana Longoria, Mayor Pro Tem/Authority Member – **present**  
Marisol Cortez, Councilmember/Authority Member – **present**  
Sheila Crippen-Thomas, Councilmember/Authority Member – **present**  
Cindy Galvan, Councilmember/Authority Member – **absent**  
Martin Herrera, Councilmember/Authority Member – **absent**  
Dr. Julia Ruedas, Councilmember/Authority Member – **present**

3. APPROVAL OF AGENDA:

**m) Councilmember Dr. Ruedas**

**s) Councilmember Crippen-Thomas**

**5-0 (Councilmembers Galvan and Herrera absent)**

4. CLOSED SESSION:

The City Council and the various legislative bodies whose membership is composed exclusively of the membership of the City Council will attempt to address and complete all Closed Session business between 6:00 p.m. and 7:00 p.m. If the City Council completes all Closed Session business prior to 7:00 p.m., the City 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 City 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 City Council on any *agendized* Closed Session matter, the City Council shall allow such person to address the City 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 (i) call-in or submit a speaker card in the manner prescribed on page 1 of this agenda, above, prior to the City Council going into closed session; and (ii) be subject to a single speaker time allotment of three (3) continuous minutes total per speaker to address the City Council on any or all closed session items of business.

*City Council Meeting Minutes of January 14, 2026*

**Mayor Ancona invited members of the public to address the City Council on Closed Session Items 4.1 through 4.5.**

**Mayor Ancona and the City Council recessed into Closed Session at approximately 6:03 p.m. Councilmembers Galvan and Herrera joined the City Council in Closed Session at approximately 6:05 p.m. Mayor Ancona and the City Council reconvened from Closed Session at approximately 7:11 p.m.**

- 4.1 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation – Danny Tate vs. City of El Monte, WC Case No. ADJ17179683.

**Presentation was given by outside legal counsel, feedback given, but no final action taken.**

- 4.2 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation – Julian Urias III vs. City of El Monte, WC Case No. ADJ1870758.

**Presentation was given by outside legal counsel, feedback given, but no final action taken.**

- 4.3 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation – Mark Gonzalez vs. City of El Monte, WC Case No. ADJ18437906.

**Presentation was given by outside legal counsel, feedback given, but no final action taken.**

- 4.4 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation – Julio Ramos vs. City of El Monte, WC Case Nos. ADJ18941523, ADJ19022436, ADJ18955601, and ADJ18946890.

**Presentation was given by outside legal counsel, feedback given, 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.

**Mayor Ancona and City Manager Martinez did not participate in Closed Session for this item. Presentation was provided, feedback was given, but no final action taken.**

**City Council Meeting Minutes of January 14, 2026**

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: Chaplain. **Mayor Ancona**
  
- 6. FLAG SALUTE: Stella Wong, 5<sup>th</sup> Grade Student from Baker School. **Present**
  
- 7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:
  - 7.1 Presentation by the City Council to Stella Wong from Baker School for Leading the Pledge of Allegiance. **Present**
  
  - 7.2 Presentation by the City Council to the El Monte Police Officers Association for Their Participation in the 2025 Tamale Giveaway Held on Saturday, December 12, 2025. **Present**
  
  - 7.3 Presentation by the City Council to the El Monte Police Officers Foundation for Their Participation in the 2025 Christmas Toy Giveaway Held on Saturday, December 20, 2025. **Present**
  
  - 7.4 Presentation by the City Council to the El Monte Police Officers Foundation Blue Santa Team for Their Dedication and Work to Help Support the Community. **Present**

8. GENERAL PUBLIC COMMENT:

This time has been set aside for members of the public to directly address the City Council on agenda items of business (other than those agenda items as public hearing or closed session items) or on any other matter of interest to the speaker/caller 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/caller 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 agenda items 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. Persons wishing to address the Council on matters covered under General Public Comment shall call in or submit a speaker card in the manner prescribed on page 1 of this agenda, above, by or before the General Public Comment portion of the

**City Council Meeting Minutes of January 14, 2026**

agenda is closed. The City Council shall be under no obligation to entertain comments from speakers/callers who submit cards or call in to speak on matters covered by the section after the General Public Comment portion of the agenda is closed.

9. CITY TREASURER'S REPORT:

9.1 Transmittal of the Treasurer's Cash and Investment Report for the Quarter Ended September 30, 2025.

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, 2025.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**Receive and file report.**

10. DEMAND RESOLUTION NO. D-742

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 \$15,737,929.80 have been examined by the City Treasurer and that warrant numbers 1135158 through 1135889, and the payroll period November 16, 2025 through December 15, 2025 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

**m) Mayor Pro Tem Longoria**

**s) Councilmember Herrera**

**7-0**

11. APPROVAL OF MINUTES: Regular Meeting Minutes of December 10, 2025.

**m) Councilmember Galvan**

**s) Councilmember Dr. Ruedas**

**7-0**

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,

**City Council Meeting Minutes of January 14, 2026**

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) Councilmember Crippen-Thomas 7-0**

12.2 Receive and File the City Clerk's Quarterly Listing of Contracts Filed in the City Clerk's Office Between October 1, 2025 and December 31, 2025.

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) Councilmember Crippen-Thomas 7-0**

12.3 Approval of Recognized Obligation Payment Schedule 26-27, Successor Agency Administrative Budget for Fiscal Year 2026-27, and Accompanying Resolution.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council and the Successor Agency:

1. Approve the Recognized Obligation Payment Schedule 26-27 and Administrative Budget for the July 1, 2026 through June 30, 2027 period.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**City Council Meeting Minutes of January 14, 2026**

Resolution No. SA-101

**m) Councilmember Herrera**  
**s) Councilmember Crippen-Thomas 7-0**

- 12.4 Parkview Elementary School Request for Street Closures and Processing of a Special Event Permit for the Annual Americanism Parade.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a Resolution approving the request by Parkview Elementary School for assistance from the City to coordinate street closures and to process a Special Event Permit for the purpose of conducting the Annual Americanism Parade on Friday, February 20, 2026; and
2. Waive all fees associated with this event.

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

Resolution No. 10661

**m) Councilmember Herrera**  
**s) Councilmember Crippen-Thomas 7-0**

- 12.5 Consideration and Approval of an Amendment to the DNA Overhead Doors, Inc. Contract to Increase the Not-to-Exceed Amount of \$50,000 to a New Not-to-Exceed Amount of \$150,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve an amendment to the DNA Overhead Doors, Inc. Contract to increase the not-to-exceed amount of \$50,000 to a new not-to-exceed amount of \$150,000; and
2. Authorize the City Manager, or her designee, to execute the Contract Amendment with DNA Overhead Doors, Inc.

Total Cost: \$50,000 Account No: 100-67-673-4-0-61110-00000  
Is the cost of this item budgeted? Yes

**m) Councilmember Herrera**  
**s) Mayor Ancona 7-0**  
**Amend the Contract Amount from \$200,000 to \$150,000**

**City Council Meeting Minutes of January 14, 2026**

- 12.6 Consideration and Approval of the Lease of a LVT Safeware Mobile Surveillance Camera System for the Public Works Department.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Consider and approve the lease of an LVT Safeware Mobile Surveillance Camera System to enhance public safety and security of City-owned facilities and high-risk areas through an authorized dealer under Cooperative Purchasing Agreement, Sourcewell Program Contract No. #080922-SAF PS & EM, for a total not-to-exceed amount of \$89,675.02;
2. Consider and approve the appropriation of \$29,783.34 in Account Number 100-67-678-4-0-81310-00000, \$20,000 in Account Number 650-69-693-4-0-63110-00000 (Sewer Funds), \$9,891.68 in Account Number 600-69-696-4-0-62110-00000 (Water Authority Funds), \$23,000 in Account Number 202-60-571-4-0-61110-00000 ( Prop A Funds); and \$7,000 in Account Number 202-60-576-4-0-61110-00000 (Prop A Funds), in Fiscal Year 2025-26; and
3. Authorize the City Manager, or her designee, to execute an Agreement with Safeware.

Total Cost: \$89,675.02

Account No: 100-67-678-4-0-81310-00000  
650-69-693-4-0-63110-00000  
600-69-696-4-0-62110-00000  
202-60-571-4-0-61110-00000  
202-60-576-4-0-

Is the cost of this item budgeted? Yes  
61110-00000

**m) Councilmember Herrera**  
**s) Councilmember Crippen-Thomas**      **7-0**

**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.

***[No Public Hearing Items Agendized for this Council meeting]***

**City Council Meeting Minutes of January 14, 2026**

14. REGULAR AGENDA:

- 14.1 Consideration and Approval of a Contract Services Agreement with Horizon Mechanical for Aquatic Center Pool Maintenance for a Not-to-Exceed Amount of \$120,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Contract Services Agreement with Horizon Mechanical for Aquatic Center pool maintenance for a not-to-exceed amount of \$120,000; and
2. Authorize the City Manager, or her designee, to execute a Contract Services Agreement with Horizon Mechanical.

Total Cost: \$120,000

Account No: 100-67-673-4-0-61110-00000

Is the cost of this item budgeted? Yes

100-54-548-2-0-63110-00000

**m) Mayor Ancona**

**s) Councilmember Crippen-Thomas 7-0**

- 14.2 Consideration and Approval of a Construction Contract with Global Road Sealing, Inc. for the Pedestrian Safety Improvements Project Along Santa Anita Avenue and Peck Road, CIP No. 040, for a Not-to-Exceed Amount of \$1,472,952.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Construction Contract with Global Road Sealing, Inc. for the Pedestrian Safety Improvements Project along Santa Anita Avenue and Peck Road, CIP 040 for a not-to-exceed amount of \$1,280,828;
2. Authorize the Public Works Director to process change orders, as needed, in an amount not-to-exceed \$192,124 (approximately 15% of the total contract amount) for construction contingency;
3. Consider and approve the appropriation of additional funds from HSIP Cycle 10 to Project Account Number 299-68-677-4-0-82210-P0040 in the amount of \$1,649,393 and additional funds from Measure M to Project Account Number 225-68-677-4-0-82210-P0040 in the amount of \$149,300 in Fiscal Year 2025-2026; and
4. Authorize the City Manager, or her designee, to execute the Construction Contract with Global Road Sealing, Inc.

Total Cost: \$1,472,952

Account No: 299-68-677-4-0-82210-P0040

Is the cost of this item budgeted? Yes

225-68-677-4-0-82210-P0040

**m) Councilmember Galvan**

**s) Mayor Pro Tem Longoria 7-0**

**City Council Meeting Minutes of January 14, 2026**

- 14.3 Consideration and Approval of a Construction Contract with Select Electric, Inc. for the Pedestrian Safety Improvements Project Along Durfee Avenue and Garvey Avenue, CIP No. 070, for a Not-to-Exceed Amount of \$1,016,712.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Consider and approve a Construction Contract with Select Electric, Inc. for the Pedestrian Safety Improvements Project along Durfee Avenue and Garvey Avenue, CIP No. 070 for a not-to-exceed amount of \$884,097;
2. Authorize the Public Works Director to process change orders, as needed, in an amount not-to-exceed \$132,615 (approximately 15% of the total contract amount) for construction contingency;
3. Consider and approve the appropriation of additional funds from Measure M to Project Account Number 225-68-677-4-0-82210-P0070 in the amount of \$330,000; and
4. Authorize the City Manager, or her designee, to execute the Construction Contract with Select Electric, Inc.

Total Cost: \$1,016,712

Account No: 299-68-677-4-0-82210-P0070  
HSIP Grant  
225-68-377-4-0-82210-P0070  
Measure M

Is the cost of this item budgeted? Yes

**m) Councilmember Galvan**

**s) Councilmember Crippen-Thomas 7-0**

- 14.4 Consideration and Approval of a Professional Services Agreement with TKE Engineering, Inc. for Construction Management and Inspection Services for the Construction of Zone 9 Street Improvement Project, CIP No. 071 for a Not-to-Exceed Amount of \$364,236; Authorization to Advertise the Notice of Inviting Bids; and Authorization to File the California Environmental Quality Act Notice of Exemption.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement for Construction Management and Inspection Services for the Zone 9 Street Improvement Project, CIP No. 071, with TKE Engineering, Inc for a not-to-exceed amount of \$331,124;
2. Authorize the Public Works Director to process amendments, as needed, in an amount not-to-exceed \$33,112 (approximately 10% of the total contract amount) for contingency;
3. Authorize the City Manager, or her designee, to execute the Professional Services Agreement with TKE Engineering, Inc;
4. Authorize staff to advertise and publish the Notice of Inviting Bids for the Zone 9 Street Improvement Project, CIP No. 071; and

**City Council Meeting Minutes of January 14, 2026**

5. Authorize staff to file the California Environmental Quality Act Notice of Exemption with the Los Angeles County Recorder's Office.

Total Cost: \$364,236

Account No: 223-68-677-4-0-82210-P0071

Is the cost of this item budgeted? Yes

**m) Councilmember Galvan**

**s) Councilmember Dr. Ruedas**

**7-0**

- 14.5 Consideration and Approval of a Construction Contract with CJ Concrete Construction, Inc. for the Parkway Drive/Denholm Traffic Calming Project, CIP 001, for a Not-to-Exceed Amount of \$9,089,653.35.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

1. Consider and approve a Construction Contract with CJ Concrete Construction, Inc. for the Parkway Drive/Denholm Drive Traffic Calming Project, CIP 001 for a not-to-exceed amount of \$7,904,046.35;
2. Authorize the Public Works Director to process change orders, as needed, in amount not-to-exceed \$1,185,607 (approximately 15% of the total contract amount) for construction contingency; and
3. Authorize the City Manager, or her designee, to execute the Construction Contract with CJ Concrete Construction, Inc.

Total Cost: \$9,089,653.35

Account No:

Active Transportation Program Cycle 6;

Metro Express Lanes Net Toll Revenue

Reinvestment Grant Program; and Federal Earmark through

Consolidated

Appropriations Act, 2023

Is the cost of this item budgeted? Yes

**m) Mayor Ancona**

**s) Councilmember Cortez**

**7-0**

15. CITY ATTORNEY'S AGENDA:

- 15.1 Overview and Request for City Council Feedback and Direction Regarding Elimination of Directly Elected Mayor Office.

**RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:**

It is recommended that the City Council:

**City Council Meeting Minutes of January 14, 2026**

1. Receive the presentation of the City Attorney's Office and provide feedback and direction.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

**Break at 8:40 p.m.**

**Return at 8:48 p.m.**

**At 9:33 p.m.**

**m) Councilmember Galvan**

**s) Mayor Pro Tem Longoria**

**7-0**

**Extend the meeting past 10:00 p.m.**

**m) Councilmember Galvan**

**s) Mayor Pro Tem Longoria**

**Staff to undertake community**

**outreach. Present the community**

**feedback at the 2<sup>nd</sup> regular meeting**

**in February. Have a resolution at**

**the 2<sup>nd</sup> regular meeting in February calling**

**for a June 2026 special election to**

**place two measures on the ballot to**

**eliminate the City Clerk and City**

**Treasurer; and have a measure on the**

**November 3, 2026 Election eliminating**

**the elected Mayor**

**5-2 (Mayor Ancona and Councilmember  
Herrera No)**

16. CITY MANAGER'S AGENDA: **None**

17. WRITTEN COMMUNICATIONS: **None**

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Ancona

**Sorry to have missed the Pioneer Park design phase event. There was no snack bar in the design phase. During the holiday season had such a great time at the toy giveaway events. Wished everyone a Happy New Year. Thanked everyone for all of the work. There will be a mural unveiling at La Historia.**

*City Council Meeting Minutes of January 14, 2026*

18B. Mayor Pro Tem Longoria

18C. Councilwoman Cortez

**Please follow the myelmonte app. There are a lot of events coming up. Mentioned the different events that Parks and Recreation has programed. Also spoke about the fishing event, Saturday at 8:00 am. Next Saturday will be the Tridecathon, third annual event.**

18D. Councilwoman Crippen-Thomas

18D.1 Thank the El Monte Public Works Department for their Rapid Response.

**Thanked the Public Works staff for all of their work in taking care an issue with the Hemlock water. Thanked the Traffic Division for all of their work for targeting traffic enforcement in the City.**

18E. Councilwoman Galvan

**Wished everyone a Happy New Year.**

18F. Councilman Herrera

**Welcomed everyone back hoped everyone had a good holiday season. Thanked the Police Department for reaching out to the community. Staff put a spectacular event at the tree lighting ceremony.**

18G. Councilwoman Dr. Ruedas

**Thanked the Police Department for their fast response in ensuring the safety of all residents during the holidays.**

**Thanked staff for their work in the reopening of Gibson Mariposa Park.**

18G.1 A Special Thank You to Everyone Who Attended the Pioneer Park Community Open House-District 3, Held Online on January 8, 2026 and In-Person on January 10, 2026, at Pioneer Park.

**Thanked everyone who attended the design phase community meeting for Pioneer Park. Thanked Public Works and PD staff and Consultants.**

**City Council Meeting Minutes of January 14, 2026**

19. ADJOURNMENT:

**Meeting was adjourned at 10:18 p.m. in memory of Former Chief of Police Police Wayne Clayton and Mr. Jorge Garcia Barajas owner of La Barca Restaurant.**

The next Regular Meeting of the City Council will be held on **January 28, 2026** at 6:00 p.m. This Agenda will be posted on the City's website, [www.ci.el-monte.ca.us](http://www.ci.el-monte.ca.us), and physically posted no less than 72 hours prior to the start of the subject regular meeting. Although it is the City's practice and desire to electronically post a copy of this Agenda along with supporting material as part of its website posting, the size or formatting of certain supporting materials may render their website posting infeasible. Nevertheless, all supporting materials related to any item on this Agenda, that is made available to the members of the council may be inspected by members of the public at the City Clerk's Office located at 11333 Valley Boulevard, El Monte, Monday through Thursday, 7:00 am – 5:30 pm. For more information, please call the City Clerk's Office at 626-580-2016.

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

---

Gabriel Ramirez, City Clerk  
City of El Monte

APPROVED:

---

Jessica Ancona, Mayor  
City of El Monte

APPROVAL OF MINUTES  
EL MONTE CITY COUNCIL CONCURRENT SPECIAL MEETING  
OF JANUARY 14, 2026

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

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

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Jessica Ancona, Mayor/Chair – **present**  
Viviana Longoria, Mayor Pro Tem/Authority Member – **present**  
Marisol Cortez, Councilmember/Authority Member – **present**  
Sheila Crippen-Thomas, Councilmember/Authority Member – **present**  
Cindy Galvan, Councilmember/Authority Member – **absent**  
Martin Herrera, Councilmember/Authority Member – **absent**  
Dr. Julia Ruedas, Councilmember/Authority Member – **present**

3. APPROVAL OF AGENDA:

**m) Councilmember Dr. Ruedas**  
**s) Councilmember Cortez**

**5-0 (Councilmembers Galvan and Herrera  
absent)**

4. INVOCATION: City Council. **Mayor Ancona**

5. FLAG SALUTE: City Council. Stella Wong, 5<sup>th</sup> Grade Student from Baker School.

6. SPECIAL MEETING PUBLIC COMMENT REGARDING AGENDIZED MATTERS ONLY:

As provided under **Government Code Section 54954.3**, this time has been set aside for persons in the audience to provide comment or make inquiries on matters appearing on this **Special Meeting agenda only**. Although no person is required to provide their name and address as a condition to attending a meeting, persons who wish to address the body 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. All comments or queries presented by a speaker shall be addressed to the body as a whole and not to any specific member

**City Council Concurrent Special Meeting Minutes of January 14, 2026**

thereof. No questions shall be posed to any member of the body except through the presiding official of the meeting, members of the body 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 body 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 Special Meeting agenda.

*Enforcement of Decorum:* The Chief of Police of the City of El Monte, or such member, or members of the Police Department as the Chief of Police may designate, shall serve as the Sergeant-at-Arms of the 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 policies and the action(s) or proposed action(s) of the body 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 policies 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.

7. REGULAR AGENDA:

7.1 Urgency Ordinance of the City of El Monte Imposing a Temporary Moratorium on the Issuance of New Tobacco Retail Permits and the Issuance of Land Use and Zoning Approvals or Entitlements for a Significant Tobacco Retail Use Within City Limits.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Determine that the adoption of this Urgency Ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(1); and
2. Introduce by title only, and waive further reading of, Urgency Ordinance, imposing a 45-day moratorium on all land use and zoning approvals for all significant tobacco retail applications and on the issuance of new tobacco retail permits.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Urgency Ordinance No. 3057

**m) Councilmember Dr. Ruedas**

**s) Councilmember Herrera**

**7-0**

***City Council Concurrent Special Meeting Minutes of January 14, 2026***

8. **ADJOURNMENT: Meeting adjourned at 8:39 p.m.**

The next Regular Meeting of the City Council will be held on **January 28, 2026** at 6:00 p.m. This Agenda will be posted on the City's website, [www.ci.el-monte.ca.us](http://www.ci.el-monte.ca.us), and physically posted no less than 72 hours prior to the start of the subject regular meeting. Although it is the City's practice and desire to electronically post a copy of this Agenda along with supporting material as part of its website posting, the size or formatting of certain supporting materials may render their website posting infeasible. Nevertheless, all supporting materials related to any item on this Agenda, that is made available to the members of the council may be inspected by members of the public at the City Clerk's Office located at 11333 Valley Boulevard, El Monte, Monday through Thursday, 7:00 am – 5:30 pm. For more information, please call the City Clerk's Office at 626-580-2016.

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

---

Gabriel Ramirez, City Clerk  
City of El Monte

APPROVED:

---

Jessica Ancona, Mayor  
City of El Monte



**CITY OF EL MONTE**  
*PARKS, RECREATION AND  
COMMUNITY SERVICES DEPARTMENT*  
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 11, 2026

January 29, 2026

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

Dear Mayor and City Council:

**REQUEST TO SERVE/SELL WINE AND “SPIRITS” LIQUOR AT THE GRACE T.  
BLACK AUDITORIUM**

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

1. Consider and approve the request to serve/sell wine and “spirits” liquor at the Grace T. Black Auditorium

**DISCUSSION**

The following user has completed and submitted an alcohol beverage request application to serve/sell wine and “Spirits” liquor at the Grace T. Black Auditorium.

<b><u>Private Use</u></b>	<b><u>Event</u></b>	<b><u>Date</u></b>
José Pineda (Grace T. Black Auditorium)	Quinceañera (Attendance 285)	Saturday, September 26, 2026 6:00 p.m.-11:30 p.m.

Application is attached for review.

**FISCAL IMPACT/FINANCING**

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

**13.2**

**Private Use**  
José Pineda

**Rental Fees**  
\$ 2,841.69

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

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

**STRATEGIC PLAN 2023 IMPLEMENTATION**

The recommended action will further the City's Strategic Plan Goal Six (6): Enhance Parks, Recreation, and Community Services.

**CONCLUSION**

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

Respectfully submitted,



ALMA K. MARTINEZ  
City Manager



CLAUDIA ZAVALA  
Parks, Recreation and Community Services Director

Attachment: 1. Alcoholic Beverage Request

DATE: February 11, 2026
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVED AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



# PRIVATE USE

## ALCOHOL BEVERAGE REQUEST FOR ONE TIME USE ONLY EVENTS

Name: José Pineda  
 Purpose of Event: Quinceañera Facility: Community Center  
 Open to Public: Yes  No  Number of Guests: 285  
 Date of Event: 09/26/20 Hours of Event: 5:00 PM - 12:00 AM  
 Alcohol Service Time: 6:00 PM - 11:30 PM  
 Have you ever applied for a permit before? Yes  No

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

### ALCOHOLIC BEVERAGES MAY NOT BE SOLD.

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

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

José Pineda 626 824-7223  
 Name of Applicant – Please Print Phone Number  
12518 Fineview St El Monte CA 91732  
 Address City Zip  
01/26/20 José Pineda  
 Date Signature of Applicant

#### FOR OFFICE USE ONLY

Date Received: 1/28/20  
 Facility Fees (ONLY): \$ 2,841.09  
 Approved and Scheduled By: [Signature]  
 Date Forwarded to Council Agenda: 2/11/20 1/28/20  
 To be submitted at 2/11/20 council meeting for approval



**CITY OF EL MONTE**  
*PUBLIC WORKS DEPARTMENT*  
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 11, 2026

January 26, 2026

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 AUTHORIZATION TO ADVERTISE AND PUBLISH THE REQUEST FOR PROPOSALS FOR THE DESIGN, SUPPLY, AND INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS FOR THE EL MONTE'S CLEAN MOBILITY NEXUS PROJECT**

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

1. Authorize staff to advertise and publish the Request for Proposals ("RFP") for the design, supply, and installation of electric vehicle charging stations ("Project") as part of the El Monte's Clean Mobility Nexus Project.

**BACKGROUND**

On January 31, 2023, the City of El Monte ("City") staff submitted a Zero-Emission Vehicle Call for Projects grant application to replace two (2) compressed natural gas 2013 cutaway buses with two (2) 30 foot zero-emission electric transit buses. In addition, a dual electric vehicle Level III fast charging station was proposed in the grant application as part of the zero-emission transit bus charging infrastructure. On June 22, 2023, the Los Angeles County Metropolitan Transportation Authority ("LACMTA") Board of Directors' approved grant funding. A total of \$1,436,879 was awarded to the City.

On November 3, 2023, City staff applied for a Sustainable Transportation and Equity Project ("STEP") grant with the California Air Resources Board ("CARB"). STEP was launched in 2019 to assist communities with reducing greenhouse gas emissions,

increasing access to clean transportation, and addressing community transportation needs through clean transportation technologies in climate burdened communities.

In early 2024, City staff received notification of the STEP grant award from CARB to fund five (5) programs within the City. Collectively, these five (5) programs are El Monte's Clean Mobility Nexus Project (the "Project"). The Project will be implemented in partnership with Active San Gabriel Valley ("ActiveSGV") and Mobility Development Operations ("MDO"). The City is the lead on this Project and manages the grant funding and reporting. On May 28, 2024, the City executed a Grant Agreement with CARB for an award amount of \$6,703,420.

The STEP grant award will result in the City's procurement of five (5) electric buses; installation of a dual electric vehicle Level III fast charging station for the new transit buses; and installation of seven (7) dual-port Level II EV charging stations. MDO will purchase 20 electric vehicles to house throughout the City in public parking lots for a carshare program. ActiveSGV will offer subsidized subscriptions for electric-assist bicycles and implement community engagement activities to promote and educate residents of the various programs. The Project will give residents clean, affordable travel options to meet their individual needs.

On May 1, 2024, City staff applied for an equipment rebate voucher ("rebate") from the Energy Efficiency and Conservation Block Grant ("EECBG") program with the United States Department of Energy ("U.S. DOE"). The City was awarded \$157,090 in grant funding to purchase a dual electric vehicle Level III fast charging station. The EV charging station will be installed at the Renewable Natural Gas Station located at the City's Public Works Yard at 3990 Arden Drive.

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

City staff is ready to solicit a qualified contractor for the design, supply and installation of electric vehicle charging stations to support the Project. The selected contractor will be responsible for planning and design, permitting and compliance, utility coordination, site infrastructure construction, equipment procurement and installation, commissioning and testing, training, submission of required documentation, and maintenance.

The selected contractor will perform the following services:

- Supply and install seven (7) dual-port Level II EV charging stations at four (4) designated City locations including the Community Center, Public Works Yard, Downtown Main Street, and Mountain View Park;
- Supply and install three (3) dual DC Level III fast EV charging station at the Public Works Yard to charge electric buses;

- Coordinate with the City to complete site assessments, electrical connections, and installation in a manner that minimizes disruption to City operations and the public;
- Supply training for City staff on basic operations, troubleshooting, and system monitoring;
- Provide networked chargers capable of real-time monitoring, usage reporting, and remote diagnostics to support efficient operations; and
- Deliver all required warranties, documentation, and close-out materials to ensure long-term functionality and maintainability of the EV charging network.

By strategically deploying these new EV chargers, the Public Works Department aims to provide convenient, reliable, and future-ready EV charging solutions that enhance clean mobility options and the City's long-term sustainability objectives. Upon City Council approval, City staff will advertise a Request for Proposals (RFP) on PlanetBids and the City's website in accordance with the California Public Contract Code and the City's Purchasing Manual. Staff will review the proposals to identify the responsible bidder that submits the lowest responsive bid and will recommend the award of a contract at a regularly scheduled City Council meeting.

### **FISCAL IMPACT**

This recommended action has no impact on the General Fund. The LACMTA ZEV Call for Projects, CARB STEP, and the U.S. DOE grant awards will provide funding for the work being solicited. In addition, local return and AB2766 funds are available as a local match.

Once the work is complete and supporting invoice documentation is provided, CARB, LACMTA, and U.S. DOE will reimburse the City's Grants Miscellaneous "285," "299," and "302" accounts up to a total amount of \$916,745.

### **STRATEGIC PLAN 2023 IMPLEMENTATION**

The recommended action will further the City's Strategic Goal 4: Improve Infrastructure/City Fleet and City-Wide Sustainability.

### **CONCLUSION**

It is recommended that the City Council consider and authorize the advertisement and publication of the RFP for the design, supply, and installation of EV charging stations as part of the El Monte's Clean Mobility Nexus.

HONORABLE MAYOR AND CITY COUNCIL  
JANUARY 26, 2026  
PAGE 4

Respectfully submitted,



ALMA K. MARTINEZ  
City Manager



JERRY M. MORENO  
Public Works & Utilities Director

Attachment(s):

Attachment 1 – Request for Proposal

DATE: FEBRUARY 11, 2026	
PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	



# CITY OF EL MONTE

*PUBLIC WORKS DEPARTMENT*  
CITY COUNCIL AGENDA REPORT

## ATTACHMENT 1

Request for Proposal



## CITY OF EL MONTE

DEPARTMENT OF PUBLIC WORKS  
TRANSPORTATION SERVICES DIVISION

### REQUEST FOR PROPOSAL (RFP)

DESIGN, SUPPLY, AND INSTALL ELECTRIC VEHICLE (EV) CHARGING STATIONS

*January 26, 2026*

#### IMPORTANT DATES:

**SOLICITATION  
ISSUANCE  
DATE:**

02/12/2026  
10:00 AM

**PROPOSAL  
SUBMISSION  
DEADLINE:**

03/12/2026  
4:00 PM

---

# TABLE OF CONTENTS

---

<b>1.</b>	<b>INTRODUCTION</b> .....	<b>1</b>
1.1	GENERAL SOLICITATION INFORMATION.....	1
1.2	SOLICITATION OBJECTIVES .....	1
1.3	DURATION OF ENGAGEMENT .....	3
<b>2.</b>	<b>BACKGROUND INFORMATION</b> .....	<b>3</b>
2.1	ABOUT THE CITY OF EL MONTE .....	3
2.2	ABOUT THE DEPARTMENT .....	4
<b>3.</b>	<b>AREAS OF INTEREST/SCOPE OF WORK</b> .....	<b>5</b>
3.1	EV CHARGING STATION PROCUREMENT AND INSTALLATION .....	5
3.1.1	PLANNING AND DESIGN .....	5
3.1.2	PERMITTING AND COMPLIANCE .....	6
3.1.3	INFRASTRUCTURE CONSTRUCTION .....	7
3.1.4	SUPPLY AND INSTALLATION OF EV CHARGERS .....	8
3.1.5	COMMISSIONING, TESTING, AND INSPECTIONS.....	10
3.1.6	TRAINING AND DOCUMENTATION .....	11
3.1.7	CONTINUED MAINTENANCE.....	12
<b>4.</b>	<b>TIMELINE / SCHEDULE*</b> .....	<b>13</b>
<b>5.</b>	<b>CLARIFICATION QUESTIONS</b> .....	<b>13</b>
<b>6.</b>	<b>PROPOSAL CONTENT &amp; FORMAT REQUIREMENTS FOR SUBMISSION</b> .....	<b>14</b>
6.1	TRANSMITTAL LETTER.....	14
6.2	PROPOSAL .....	15
6.2.1	TECHNICAL PROPOSAL CONTENT.....	15
6.2.2	REQUIRED GRANT PROVISIONS AND CERTIFICATIONS.....	18
6.2.3	FEES/COST PROPOSAL CONTENT .....	18
6.2.4	SUPPLEMENTAL PRICING SCHEDULE REQUIREMENTS .....	18
6.2.5	CONTRACT PROVISION CONTENT .....	19
<b>7.</b>	<b>GENERAL SPECIFICATIONS</b> .....	<b>19</b>
7.1	EQUIVALENTS TO SPECIFICATIONS.....	19
7.2	SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES .....	19
7.3	BID FOR YOUR FULL EQUAL OR BETTER.....	20
7.4	PROTECTION OF EXISTING IMPROVEMENTS AND OTHER UTILITIES .....	20

---

---

# TABLE OF CONTENTS

---

7.5	WARRANTIES AND GUARANTEES .....	20
7.6	SAFETY MEASURES .....	21
8.	PROPOSAL SUBMISSION DELIVERY REQUIREMENTS .....	22
8.1	ELECTRONIC SUBMISSION REQUIREMENTS .....	22
8.2	PHYSICAL COPY SUBMISSION REQUIREMENTS .....	23
9.	EVALUATION CRITERIA .....	23
9.1	AWARD OF BID AND DETERMINATION OF RESPONSIVENESS.....	24
10.	TERMS AND CONDITIONS .....	25
10.1	INSURANCE, LICENSING, OR OTHER CERTIFICATION:.....	26
10.2	PROPERTY:.....	28
10.2.1	CITY-FURNISHED PROPERTY .....	28
10.2.2	CONTRACTOR-FURNISHED PROPERTY:.....	28
10.3	STATE OF CALIFORNIA PREVAILING WAGE .....	28
10.3.1	PREVAILING WAGE RATE PROJECT .....	28
10.4	BID BOND INSTRUCTION .....	29
10.5	SPECIAL GRANT CONDITIONS .....	29
11.	APPENDICES .....	30
11.1	APPENDIX A: NON-COLLUSION DECLARATION .....	30
11.2	APPENDIX B: CONTRACTOR(S) BACKGROUND/EXPERIENCE SUMMARY.....	30
11.3	APPENDIX C: COST PROPOSAL SUMMARY.....	30
11.4	APPENDIX D: CITY CONTRACT TEMPLATE.....	30
11.5	APPENDIX E: LABOR COMPLIANCE REQUIREMENTS.....	30
11.6	APPENDIX F: PROJECT LOCATIONS .....	30
11.7	APPENDIX G: REQUIRED GRANT PROVISIONS AND CERTIFICATIONS.....	30



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

# 1. INTRODUCTION

## 1.1 GENERAL SOLICITATION INFORMATION

The City of El Monte (“City”), on behalf of the **Public Works Department**, is hereby soliciting competitive proposals from qualified Contractors for the design, supply, and installation of electric vehicle (EV) charging stations to support the City’s Clean Mobility Nexus Project as summarized below in the Solicitation Objectives and detailed further in Section 3 Areas of Interest/Scope of Work.

This solicitation identifies the Areas of Interest/Scope of Work, Timeline/Schedule, Proposal Submission Requirements, General Specifications, Summary Evaluation Process, and Terms and Conditions the City will use to select, and recommend a contract be awarded to, one or more Contractor to provide the services identified herein for the benefit of the City and the community it serves.

The City is interested in discovering all of the Contractors’ capabilities related to the specified Areas of Interest/Scope of Work and associated pricing to enable informed decisions and potentially proceed to more specific negotiations on contract development with one or more qualified Contractors to this solicitation.

Proposals submitted in response to this solicitation may be sub-divided and/or combined with other proposals, at the City’s sole discretion. Those Contractors who submit proposals agree to do so without legal recourse against the City, its Officials, Directors, Officers, Employees and Agents for rejection of their proposal(s) or for failure to execute or act on their proposal for any reason. This solicitation is for proposals only and is neither intended nor to be construed as an offer to enter into a contract or engage in any formal rule competitive bidding or negotiation pursuant to any statute, ordinance, or regulation. The City reserves the right to cancel this solicitation at any time, reject any and all proposals, and to waive irregularities.

Responses to this solicitation are due to be submitted on or before **4:00 pm – 03/12/2026**, as described below in Sections 3 through 6.

## 1.2 SOLICITATION OBJECTIVES

The City of El Monte is soliciting bids from qualified Contractors for the design, supply, and installation of electric vehicle (EV) charging stations at four (4) designated locations within the City. The selected Contractor will be responsible for all aspects of the project, including planning and design, permitting and compliance, utility coordination, site infrastructure construction, equipment procurement and installation, commissioning and testing, training, submission of required documentation, and maintenance.

The City received a \$6,703,420 grant from the California Air Resources Board (“CARB”) under the Sustainable Transportation Equity Project (STEP) to implement El Monte’s Clean Mobility Nexus Project. Up to \$709,000 of the grant is dedicated for this scope of work. The grant funding will assist with the design, purchase, and implementation of the charging stations, and the EV charger installation must be completed by September 30, 2026.



**REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS**

**FEBRUARY 12, 2026**

–

**MARCH 12, 2026**

The City received a grant from the Los Angeles County Metropolitan Transportation Authority (LACMTA or Metro) under the 2023 Zero Emission Vehicle Call for Projects to purchase a DC fast charging station to support fleet electrification. Up to \$181,000 of grant and local funds is dedicated for this scope of work. The grant funding will assist with the equipment costs while local funds will cover equipment and labor costs.

The City received a grant from the US Department of Energy under the Energy Efficiency and Conservation Block Grant ("EECBG") Program to purchase and install a DC fast charging station to support fleet electrification. Up to \$243,000 of grant and local funds is dedicated for this scope of work.

This solicitation is part of the City's Public Works Department's ongoing efforts to expand El Monte's EV charging infrastructure by:

- Supplying and installing seven (7) dual-port Level 2 EV charging stations at four (4) designated City locations to increase public access to EV charging.
- Supplying and installing three (3) dual-port DC Level 3 Fast EV charging station at the Public Works Yard to charge new BYD 30-foot electric buses. Fast chargers must be compatible with BYD 30-foot electric buses as well as other similar electric medium- and heavy-duty fleet vehicles. Working with Southern California Edison through their Charge Ready Transport Program.
- Providing networked chargers capable of real-time monitoring, usage reporting, and remote diagnostics to support efficient operations.
- Coordinating with the City to complete site assessments, electrical connections, and installation in a manner that minimizes disruption to City operations and the public.
- Supplying training for City staff on basic operations, troubleshooting, and system monitoring.
- Delivering all required warranties, documentation, and close-out materials to ensure long-term functionality and maintainability of the EV charging network.

By strategically deploying these new EV chargers, the City's Public Works Department aims to provide convenient, reliable, and future-ready EV charging solutions that enhance clean mobility options and the City's long-term sustainability objectives. Through these initiatives, El Monte continues to position itself as a regional leader in clean transportation and environmental responsibility.

The objectives of this solicitation are to:

- Select a primary Contractor for the design, supply, and installation of EV charging stations.
- Expand the City's EV infrastructure efficiently to meet increasing demand for EV charging, ensuring that all work is completed safely, efficiently, and in compliance with all applicable codes and standards.
- The selected Contractors will be responsible for providing all necessary services and materials for the construction of EV charging station infrastructure and installation of EV chargers, based on design plans approved by the City.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

MARCH 12, 2026

## 1.3 DURATION OF ENGAGEMENT

The engagement is anticipated to have a duration of approximately **six (6) months** commencing by **04/22/2026** and ending by **09/30/2026**. The engagement term may be subject to change at the City's sole and absolute discretion.

## 2. BACKGROUND INFORMATION

### 2.1 ABOUT THE CITY OF EL MONTE

The City of El Monte, incorporated in 1912, is located in the San Gabriel Valley region of Los Angeles County. The City serves approximately 116,675 residents in a land area of approximately 9.6 square miles. El Monte also has an ethnically diverse and dynamic population with 72% Hispanic, 18% Asian, and 7% White. The land uses within the City limits are approximately 58% residential, 11% retail, 10% industrial, 7% office/retail, and 14% other amenities. The City has maintained a reputation for a "business friendly attitude" by attracting commercial and retail businesses as well as international corporations through its Foreign Trade Zone and has authorized numerous public improvements to provide an attractive and safe environment for its economic growth.

The City is a general law city organized under a City Council/City Manager form of government. The governing legislative body of the City is the seven-member El Monte City Council which is composed of one (1) elected Mayor who serves a two-year term of office, one (1) Mayor Pro Tempore, and five (5) regular councilmembers who serve staggered 4-year terms of office. The City also has an elected City Treasurer and an elected City Clerk, each of whom serve four-year terms of office.

The City provides its own Police services but contracts with the County of Los Angeles for fire services. The City operates its own water system, but the system only serves a portion of the City's residents with the remainder of residents receiving water from various other providers, including the San Gabriel Valley Water Company and various mutual water companies. The City provides Public Works maintenance services for City streets and other City utilities (e.g., water and sewer lines) and for other City facilities and infrastructure. The City arranges for the collection of solid waste and recyclables for various waste streams through a franchise agreement with a solid waste hauler. The City operates a Parks and Recreation Department which includes the operation and maintenance of multiple City parks as well as a community Aquatic Center and the undertaking of various recreational and other programs for youth, seniors and residents in general. The City also operates its own Dial-A-Ride and fixed route transit systems, including a commuter bus station and transportation maintenance facility with CNG refueling facilities. The City also performs the following functions in-house: General Administration, Human Resources, Land Use Planning, Code Enforcement, Public Works Engineering, Information Technology, Economic Development and centralized Accounting and Finance. The City contracts for legal services and building inspection services. The City has approximately 302 full-time employees.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

MARCH 12, 2026

## 2.2 ABOUT THE DEPARTMENT

The **PUBLIC WORKS DEPARTMENT** provides and maintains the City of El Monte's physical and environmental infrastructure systems and provides plan review and inspection for private building projects. The Department is dedicated to providing safe, functional and sustainable infrastructure systems that improve the quality of life for the residents, businesses and visitors of the City of El Monte in a responsive and cost-effective manner and in accordance with local, state and federal regulations. The Department's services cover streets, streetlights and traffic signals, the urban forest, sidewalks and pathways, parks, sewers and storm drains, the drinking water system, public buildings, solid waste collection, the City's public transportation services, and capital project delivery.

The Public Works Department is comprised of four principal operating divisions: Engineering/Environmental Services, Public Works Maintenance, Transportation Services and Utilities.

- The Engineering Division manages the design and construction of all capital improvement projects for the City's public infrastructure systems and public buildings/facilities; prepares technical studies/reports; regulates construction activities within the public right-of-way by private entities and utility companies; and maintains infrastructure records. The Engineering Division also works closely with the Community Development Department and Building Division to perform plan review and inspection services of tract/parcel maps for subdivisions and grading and drainage improvements on private property; provides technical support to the Public Works Maintenance Division; and works with neighboring cities and regional agencies whose policies and projects affect the City of El Monte. The Environmental section within this Division manages solid waste collection, hazardous waste collection, and recycling services provided to the residents and businesses of the City of El Monte. This includes contract management for the private service providers contracted by the city to provide these services, management of a variety of waste and recycling grant programs and providing special outreach and educational programs relating to solid waste and recycling.
- The Public Works Maintenance Division operates and maintains the City's public infrastructure systems and facilities including streets and medians, streetlights and traffic signals, the urban forest, sidewalks and pathways, parks, public buildings, bus stops and shelters, and maintains the hazardous waste collection storage facility. Public Works maintenance crews also help set up and clean up for city-sponsored special and holiday events throughout the year such as the Summer Concerts in the Park, Holiday House, Children's Day Parade, press conferences, etc.
- The Transportation Services Division manages and operates a variety of public transportation programs serving El Monte's residents and visitors. This includes five El Monte Transit routes, transportation for youth and senior services and events, a Dial-a-Ride program for senior and disabled residents, and a Commuter Shuttle service linking some of the regional transportation services provided by MTA and Metrolink within the city. The division also provides subsidized bus passes for El Monte residents and coordinates services with regional transit providers and maintains the city's transportation vehicle fleet.
- The Utilities Division is divided into two sections: water and wastewater. City Water Section currently owns and operates a water system which encompasses the central business district and parts of the northwestern and southern portions of the City. There are approximately 3,460 active services which serve approximately 22,700 businesses and households. Currently there are six deep wells, one 1,000,000-gallon reservoir and a 200,000-gallon elevated tank utilized to serve this water supply. Revenue to support the Water Fund is



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

exclusively from the sale of water. Its crew monitors the system 24 hours a day, 7 days a week. Standby crews respond to emergencies on weekends, holidays and after hours.

- The Wastewater Section is responsible for the maintenance and repair of 8 sewage lift stations, 125 miles of mainline sewer pipeline and 2,687 manholes. This Division utilizes equipment (Vactor 2100 Jet Rodder truck) for cleaning the system's main lines, as well as a new state of the art camera truck (Cues Industries) to assist with the video inspection and recording of the structural integrity of the mainlines. This Sewer Division crew monitors the system 24 hours a day, 7 days a week. Standby crews respond to emergencies on weekends, holidays and after hours.

### 3. AREAS OF INTEREST/SCOPE OF WORK

The City of El Monte ("City"), on behalf of the **Public Works Department**, is hereby soliciting competitive proposals from qualified Contractors for the design, supply, and installation of electric vehicle (EV) charging stations to support the expansion of the City's EV infrastructure and the El Monte's Clean Mobility Nexus Project.

A detailed outline of the Services to be provided have been defined below:

#### 3.1 **EV CHARGING STATION PROCUREMENT AND INSTALLATION**

The City of El Monte is soliciting competitive proposals from qualified Contractors for the design, supply, and installation of electric vehicle (EV) charging stations at four (4) designated locations. The selected Contractor will provide a comprehensive solution, including planning and design, permitting and compliance, infrastructure construction, procurement and installation, commissioning and testing, training, submission of required documentation, and maintenance.

##### 3.1.1 **PLANNING AND DESIGN**

- Develop a comprehensive plan for the installation of EV charging stations at up to four (4) locations, as described in **Appendix F: Project Locations**. Design the layout and configuration of charging stations, including electrical connections and infrastructure requirements, according to the number of stations the City of El Monte is requesting.

###### 3.1.1.1 **Site Layout and Infrastructure Design**

- Design the layout and configuration of charging stations, including electrical connections and infrastructure requirements, according to the number of stations the City of El Monte is requesting. The final product should include design and construction documents including installation layout, electrical plans, signage, and pavement markings. Coordinate directly with Southern California Edison, Union Pacific Railroad, Metrolink, and all other impacted utilities or railroads for all planning and design activities.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

### 3.1.1.2 Future Expansion Planning

- Plan for scalability, including space and electrical capacity for potential additional chargers.

## 3.1.2 PERMITTING AND COMPLIANCE

- The Contractor is responsible for ensuring that all work complies with applicable federal, state, and local regulations, including obtaining all necessary permits and approvals. The scope of compliance includes, but is not limited to the following:

### 3.1.2.1 Permit Acquisition

- The Contractor shall obtain all required permits from the City of El Monte and other relevant agencies before commencing work, including electrical, right-of-way, excavation, trenching, and traffic control permits. The Contractor is responsible for permit fees and ensuring timely submissions to prevent project delays.
- For pre-scheduled projects, the City's Public Works Department will make reasonable efforts to secure necessary permits in advance to help facilitate on-time project completion. However, this assistance is not guaranteed, and the Contractor remains fully responsible for obtaining any permits that are not pre-approved at the time of project release. The Contractor shall not assume that permits will be provided and must plan accordingly to fulfill all permitting requirements in a timely manner.

### 3.1.2.2 Code Compliance

- All work must adhere to the latest editions of applicable building, electrical, and accessible codes including: California Building Standards Code (Title 24), National Electrical Code (NEC), California Electrical Code (CEC), Americans with Disabilities Act (ADA) Accessibility Guidelines, the City of El Monte Municipal Code, and any other applicable environmental and safety regulations.

### 3.1.2.3 Inspections and Approval

- The Contractor must schedule and coordinate all required inspections with City staff and other regulatory agencies. Work must not proceed beyond inspection hold points without the required approvals.

### 3.1.2.4 Environmental and Stormwater Regulations

- The Contractor must implement best management practices (BMPs) for erosion control and stormwater management in accordance with El Monte's stormwater compliance requirements and California's environmental approvals.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

### 3.1.2.5 Utility Coordination

- The Contractor is responsible for all coordination and liaison with utility providers, particularly Southern California Edison (SCE), for the design, construction, and installation of the EV charging stations. This includes electrical service connections and ensuring that all underground work follows DigAlert (811) utility location requirements.
- Work with SCE through their Charge Ready Transport Program.
- Coordinate with all impacted utilities and railroads including but not limited to Union Pacific Railroad and Metrolink.

## 3.1.3 INFRASTRUCTURE CONSTRUCTION

- The Contractor shall construct the necessary EV charging station infrastructure to support the installation and operation of seven (7) dual-port Level 2 and three (3) dual-port DC Level 3 charging stations. The work includes, but is not limited to, the following:

### 3.1.3.1 Site Preparation and Civil Work

- Evacuate, trench, and bore as required for conduit installation
- Perform all necessary ADA modifications to ensure accessibility compliance, including path-of-travel adjustments, curb cuts, and accessible signage installation.
- Construct concrete pads, including furnishing of necessary materials, to support EV charging stations and associated electrical equipment.
- Furnish and install protective bollards to prevent vehicle impact damage to charging units and electrical infrastructure.
- Restore pavement, sidewalks, and landscaping in accordance with City specifications
- Lot grading and dirt removal item is intended to cover localized grading work, not full parking lot replacement. In most cases, grading will be required only in specific sections of a lot to support EV charger foundations, ADA compliance, or drainage improvements related to new infrastructure. Full lot replacement is not anticipated under this contract. Each project site will specify the extent and location of grading work in the design plans provided during the project release process. Contractors should price this item accordingly; based on partial-area grading rather than entire lot reconstruction.

### 3.1.3.2 Electrical Infrastructure Installation

Be prepared to coordinate with Edison and supply any electrical elements not supplied by Edison.

- Furnish and install all necessary electrical conduits, wiring, and cable connections to support the charging stations.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

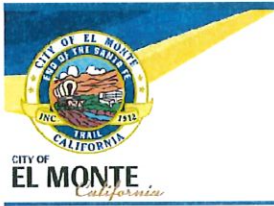
–

MARCH 12, 2026

- Furnish and install electrical panels, transformers, and switchgear as required to meet system load demands.
- Furnish, construct and install transformer vaults/enclosures per City's requirements.
- Retrofit lighting and install security system hardware to enhance safety and usability at charging sites.
- Ensure chargers are network-ready, with appropriate power and communication connections.
- Unless otherwise specified in the project design documents, line items for furnishing and installing copper conductors (e.g., #1/0 CU conductors with ground wire and circuit breaker) should be assumed to support a 3-phase, 4-wire configuration (3 hots + 1 ground + 1 neutral), which is typical for EV charging infrastructure serving commercial and public applications.
- Final conductor sizing, phase requirements, and neutral inclusion may vary by site and charger configuration (e.g., single-phase vs. three-phase loads), and will be confirmed in the design documents provided at the time of each project release.

### 3.1.4 SUPPLY AND INSTALLATION OF EV CHARGERS.

- The Contractor shall source and supply EV charging stations, cables, connectors, and any necessary infrastructure needed for the installation of EV charging stations. Including installation of all stations.
- The Contractor shall install seven (7) dual-port Level 2 chargers and three (3) dual-port DC Level 3 charger at different locations (see **Appendix F: Project Locations**), ensuring full functionality, compliance with safety standards, and seamless integration with the City's network and payment systems.
- The City's preferred Level 2 charger is the Charge Point CP6000.
- The City's preferred Level 3 charger is the ABB A400. The Level 3 fast charger must be compatible with BYD 30-foot electric buses as well as other similar electric medium- and heavy-duty fleet vehicles.
- The charging stations must incorporate tamper and vandalism prevention security design.
- The charging stations shall have over-current protection to prevent vehicles from drawing too much power.
- The material, equipment or service offered must meet all requirements of the specifications in this Request for Proposals. Questions requesting approval of equals must be submitted before the deadline for questions to the City contacts listed in the RFP. In order for the City to determine if the product offered is an equal to the manufacturer specified and/or meets the technical specifications, provide all information (no pricing). This includes details for each item to which a proposed equal will be taken, proposed make and model specifications, and any other information on the material specified herein regarding approved equals requested. State the brand name and/or manufacturer of each item proposed and include detailed specifications. All guarantees and/or warranties must also be stated. Parts and materials must be latest model or current date and meet specifications or be equal to the specifications. During the question and answer period for this solicitation, the City reserves the right to determine whether equivalents meet the



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

bid specifications of the City, and are equal to the manufacturer specified or the stated technical specifications. The decision of the City regarding equality shall be final.

- This work includes, but is not limited to, the following:

### 3.1.4.1 Charger Installation & Electrical Connections

- Furnish and install all materials, equipment, and labor required for the construction and installation of the EV chargers, electrical system, and electrical panel and/or subpanel installation and/or upgrades as needed in accordance with design plans approved by the City for each task.
- Ensure all electrical connections are properly executed and meet National Electrical Code (NEC) requirements, including Article 625 for EV charging systems.
- Conduct power supply verification to confirm proper voltage, amperage, and grounding for each charger.
- Bidders should price the dual-mounted Level 2 chargers and dual-mounted DC Level 3 chargers in the Cost Proposal Summary (**Appendix C: Cost Proposal Summary**), including any required components such as dual pedestals, bollards, additional circuiting, etc.

### 3.1.4.2 Utility Coordination and Power Supply

- Coordinate directly with Southern California Edison (SCE) and other applicable utility providers to ensure sufficient power supply and proper electrical connections to the City's electrical grid.
- Responsible for all utility coordination and facilitating any required service upgrades, meter installations, or inspections.

### 3.1.4.3 Software Capacity

- Ensure that all installed chargers are capable of remote monitoring, data collection, and reporting through a cloud service.
- Ensure that all installed chargers are capable of payment processing, including credit card readers and mobile app transactions.

### 3.1.4.4 Compliance and Performance Verifications

- Verify that all chargers meet the City's operational needs, including:
  - Fast-charging capabilities for Level 3 DC fast chargers.
  - Load management functionality to optimize power distribution.
  - Compatibility with multiple EV makes and models, including ADA-compliant features for accessible charging.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

- Conduct final inspections and functional testing to confirm charger performance before acceptance.

### 3.1.5 COMMISSIONING, TESTING, AND INSPECTIONS

- Conduct comprehensive testing of each station to ensure proper performance and functionality of the installed seven (7) dual-port Level 2 and three (3) dual-port DC Level 3 EV charging stations, including charging speed, billing accuracy, and safety features.

#### 3.1.5.1 System Verification and Functional Testing

- Commission all constructed charging stations and installed chargers, verifying:
  - Power delivery and correct voltage/amperage output to meet charging specifications.
  - Network connectivity via cellular.
  - Payment system functionality, confirming successful transactions via credit card and mobile app.
  - Conduct a comprehensive testing process, including:
    - Electrical load tests to confirm safe and efficient power distribution.
    - System functionality tests to validate charging session start/stop commands, user interface responsiveness, and energy consumption tracking.
    - Network integration tests to ensure real-time data transmission and remote monitoring capabilities.

#### 3.1.5.2 Final Inspection and Approval Process

- Conduct a joint final inspection with City staff to verify that all work meets:
  - City standards and regulations, including El Monte Municipal Code, California Building Standards Code (Title 24), and NEC Article 625.
  - Safety and accessibility requirements, ensuring compliance with ADA parking and path-of-travel guidelines.
  - Environmental and structural integrity of site enhancements, such as pavement restoration, security system hardware, and landscaping.
  - Identify and resolve any deficiencies before requesting final approval.

#### 3.1.5.3 Documentation Submission

- As-Built Drawings & Construction Documentation
  - Submit detailed as-built drawings and construction documents for each EV charging station, including: electrical layouts, civil engineering designs, and system schematics



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

- As-built documentation must be provided in AutoCAD (.dwg) format and PDF files with redlines to reflect any field modifications.
- Project Progress Reports
  - Provide bi-weekly progress reports to City staff, detailing: work completed, current progress pictures, issues encountered and resolutions implemented, anticipated timeline for remaining tasks, and reports must be submitted bi-weekly throughout the project duration.
- Installed Equipment & Infrastructure Records
  - Maintain accurate records of all installed EV chargers and associated infrastructure, including: Serial numbers and warranty information
- Construction & Operation Manuals
  - Maintain and provide manufacturer construction and operation manuals for all installed equipment.
- Certifications & Warranties
  - Provide certifications of manufacturer and installation warranties for all installed EV charging equipment.
  - Ensure all warranties are transferred to the City upon completion of projects.
  - Ensure that warranty documentation covers both parts and labor where applicable.
  - Provide a copy of the manufacturer's installation checklist.
- Upon successful completion of commissioning and testing, the City will issue final approval, allowing the charging stations to be placed into full operational service.

### 3.1.6 TRAINING AND DOCUMENTATION

- The Contractor will provide training for users on how to operate and use the EV charging stations properly. Educate users on the safety guidelines, payment processes, and troubleshooting procedures.

#### 3.1.6.1 User Manuals and Guides

- Prepare comprehensive user manuals and guides for charging station operation. Also, document system configurations, electrical schematics, and warranty information.

#### 3.1.6.2 Documentation Delivery

- Provide all manuals, guides, and training materials in PDF format.

#### 3.1.6.3 Staff Training

- Train City staff on station operations, software management, and maintenance procedures.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

### 3.1.6.4 EVITP Certification

- City of El Monte will require that installation work performed under this program be supervised by at least one Electric Vehicle Infrastructure Training Program (EVITP)-certified electrician. This requirement reflects current industry standards and supports the City's commitment to safety, quality, and workforce development in EV infrastructure projects.
- The contractor shall ensure that all installations comply with local, state, and federal safety standards, and are completed in accordance with the City's project specifications and operational requirements

### 3.1.6.5 Lien Releases

- In the event a subcontractor is utilized for the project, Contractor is responsible for providing the City with conditional and unconditional lien releases prior to the City releasing payment for expenditures incurred.

## 3.1.7 CONTINUED MAINTENANCE

- The Contractor will hold responsibility for the total operation of EV charging station operations, including software, hardware, equipment repairs (including due to vandalism), routine maintenance, necessary replacements, and servicing through the equipment warranty period for a minimum of five (5) years.
- Provide customizable usage data reports with real-time statistics and energy use.
- Include a line item for providing networking, associated data plans, and activation fees for a minimum of five (5) years in the Cost Proposal (**Appendix C: Cost Proposal Summary**). The network ("cloud-based service") will include, but not be limited to, fleet vehicle management, pricing and automatic funds collection, session data and analytics, data reports, etc.

**Anything not expressly listed above which would routinely be required to design, construct, and operate EV charging stations must be included in the Proposal and Cost Proposal Summary.**



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

## 4. TIMELINE / SCHEDULE\*

SCHEDULE OF REQUIREMENTS		TARGET DATE(S)
❖	Solicitation Issuance Date	Thursday, February 12, 2026, 10:00 AM
❖	Submission of Clarification Questions Deadline	Thursday, February 26, 2026
❖	Posting of City's Responses to Clarification Questions	Thursday, March 5, 2026
❖	Proposal Submission Deadline	Thursday, March 12, 2026, 4:00 PM
❖	Review & Evaluation of Submitted Proposals	Friday, March 13, 2026 – Monday, March 23, 2026
❖	Selection of Contractor(s) and Subsequent Contract Negotiations	Monday, March 30, 2026
❖	Selection of Contractor(s) for Recommendation & Submission of Selected Contractor(s) Contract to the City Council for Consideration, Approval and Possible Award (no later than)	Wednesday, April 22, 2026

*\*Timeline/Schedule is subject to change. It is the Contractor's responsibility to ensure that the most complete and current version of the solicitation, including addenda, have been reviewed using the City's electronic bid management system, PlanetBids.*

## 5. CLARIFICATION QUESTIONS

No contact shall be made with the Mayor or any Councilmember, Director, Manager, Employee, or Agent of the City regarding this solicitation by Contractors other than the below authorized personnel. Any contact made by the Contractors to unauthorized personnel regarding this solicitation may be grounds for elimination from the selection process.

All inquiries concerning this solicitation shall be emailed to the following recipient(s):



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

-

MARCH 12, 2026

EMAIL	NAME	POSITION/TITLE	EMAIL
<b>SUBJECT</b>	RFP: To Procure and Install EV Charging Stations		
<b>TO</b>	Sarah Zadok	Transportation Operations Manager	<a href="mailto:szadok@elmonteca.gov">szadok@elmonteca.gov</a>
<b>CC</b>	Christina Reyes	Transportation Analyst	<a href="mailto:creyes@elmonteca.gov">creyes@elmonteca.gov</a>

## 6. PROPOSAL CONTENT & FORMAT REQUIREMENTS FOR SUBMISSION

Contractors understand and acknowledge that proposals submitted in response to this solicitation will be valid for a period of **twelve (12) months** from the "Proposal Submission Deadline" indicated in the solicitation Timeline/Schedule. Contractors must clearly identify in their proposals if the proposal will be valid for a term less than, or greater than, the **twelve (12) month term**. Submission of a Proposal constitutes acknowledgement that the Contractors have read and agree to be bound by the terms and specifications of this solicitation and any addenda subsequently issued by the City.

### 6.1 TRANSMITTAL LETTER

The Transmittal Letter must include a brief statement of the Contractor's understanding of the work to be done and commitment to perform the work as scheduled, including:

- Statement of work specifications; and
- Commitment to perform the work within the requested time period; and
- Reference to any proposed contractual terms and conditions required by the Respondent; and
- The legal name of Contractor(s), physical street address, the name(s) and title(s) of the individual(s) authorized to represent the Contractor(s) including telephone number(s) and email address(es).

An officer authorized to bind the Contractor(s) must sign the proposal on behalf of the Contractor(s) and attach the declaration page included in **Appendix A: Non-Collusion Declaration** to the Transmittal Letter. This disclosure must also be obtained by any additional Contractor(s) and Subcontractor(s)/Subconsultant(s) who will be participating in the work solicited.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

## 6.2 PROPOSAL

### 6.2.1 TECHNICAL PROPOSAL CONTENT

The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the Contractor(s) seeking to provide the solicited services on behalf of the City in accordance with the requirements set forth in this solicitation. As such, the substance of proposals will be weighted higher than the form or manner of presentation. The Proposal should be a clear and concise, yet comprehensive demonstration of the qualifications of the firm, the staff to be assigned to the required work, and examples of the Contractor's relevant experience as it pertains to the required work. Additionally, the Proposal should address all instances outlined in the Areas of Interest/Scope of Work. The proposal should be prepared simply and economically, providing a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of this solicitation.

Proposal submissions must include the following information:

#### 6.2.1.1 Table of Contents

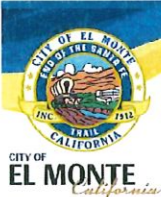
A Table of Contents identifying the materials submitted by section and page number. Cross-referencing to section(s) and page number(s) within the solicitation is preferred, though not required.

#### 6.2.1.2 Areas of Interest/Scope of Work

The Areas of Interest/Scope of Work must include a description of how Contractor(s) intends to address the requirements of the solicitation, how Contractor(s) meets (or does not meet) each of the objectives of this solicitation, and a detailed description addressing all the Areas of Interest/Scope of Work. Provide a detailed description of all proposed equipment, ongoing maintenance, and ongoing customer support. State the brand name and/or manufacturer of each item proposed and include detailed specifications. The material, equipment or service offered by the bidder must meet all requirements of the specifications in this Request for Proposals. Parts and materials must be latest model or current date and meet specifications or be equal to the specifications. Questions requesting approval of equals must be submitted before the deadline for questions to the City contacts listed in the RFP.

The Contractor(s) may also include additional services, products, tasks, task elements and/or functions that may not be part of, or included in, this solicitation, but are deemed by the Contractor(s) to be pertinent and potentially valuable to the City. These additional items shall be included as a supplemental attachment identified as "Additional Products/Services Offered".

The City will have full discretionary authority to consider, accept and/or reject without cause such supplemental information that is not directly requested, included in or made part of the solicitation.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

-

MARCH 12, 2026

### 6.2.1.3 Background/Experience:

The Contractor(s) shall clearly identify all pertinent and relevant experience to the solicited work including, but not limited to, the following:

- i) Contractor(s) shall describe Contractor(s)'s experience as it may be applicable to this solicitation, your organizational structure, management qualifications, and other contract-related qualifications, including number of years the Contractor(s) has (have) been in business.
- ii) Contractor(s) shall identify the principal supervisory, management, and key employees, including engagement partners, managers, supervisors, and specialists who would be assigned to the work depicted in this solicitation. Specify and describe their individual and collective qualifications, education, training, certification (if applicable), and experience and duties related to this solicitation, including the office location(s) where work will be performed, in addition to the physical street address identified in the Transmittal Letter above.
- iii) Contractor(s) shall provide a commitment statement for the retention and use of key employees as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental employees if key personnel are not available to ensure delivery of solicited work. The provisions of any contract resulting from this solicitation shall not prohibit the City from requiring express written permission to alter the list of employees assigned and/or the right to approve or reject replacement employees assigned to the solicited work.
- iv) Contractor(s) shall identify any relevant licenses and certifications currently held by the Contractor(s). Attach proof of such licenses and/or certifications to the proposal.
- v) Contractor(s) shall state whether Contractor(s) will use subcontractor(s) to perform services pursuant to the contract. Should the use of subcontractor(s) be offered, the Contractor(s) shall provide the same assurances of competence for the subcontractor(s), plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractor(s) shall not be allowed to further subcontract with others for work. The provisions of any contract resulting from this solicitation shall apply to all subcontractor(s) in the same manner as to the Contractor(s).
- vi) Contractor(s) shall indicate any and all pending litigation that could affect the viability of Contractor's proposal, continuance of existing contracts, operation or financial stability.
- vii) Contractor(s) shall provide recent examples of work, not exceeding five (5) instances, performed in the last five (5) years that are the same or similar in nature to the work described in this solicitation. These engagements should be ranked based on total staff hours. Information shall include:
  - The key personnel that have participated on named projects and their specific responsibilities with respect to this scope of work.
  - Summarize the firm's demonstrated capabilities, including the length of time that your firm has provided the services being requested in this Request for Proposal.
  - Provide at least three (3) separate current public agency references that have received similar services from your firm. The City of El Monte reserves the right to contact any of the organizations or individuals listed. The information provided shall include:



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

- Categories as listed in the Identified Task List.
- Southern California Public Agency, Primary Contact, e-mail, and telephone number.
- Start / Finish (month and years).
- Brief Project description (i.e., miles of street rehabilitation, construction, etc.)
- Briefly describe change orders if any for the project and comparison of original contract and final contract amounts.

*Additionally, Contractors must also include a response to the Contractor background document included in **Appendix B: Contractor(s) Background/Experience Summary**. No Contractor may receive an award from the City unless the Contractor has provided its Unique Entity Identifier (UEI) number to the City in **Appendix B**.*

#### 6.2.1.4 Staffing

- i) Provide a list of individuals(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. The City can request different Staff at their discretion.

#### 6.2.1.5 Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work section of this RFP.

The Methodology Section of the Vendor's Proposal must include:

- i) An implementation plan that describes in detail: the methods, including controls by which your firm manages projects of the type sought by this RFP; methodology for soliciting and documenting views of external and internal stakeholders; and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- ii) Detailed description of the efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work section.
- iii) A typical project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion. Time is of the essence to complete the project. The proposal should include a schedule which establishes timeframes for proposed tasks assuming the contract will be executed in April 2026.
- iv) Detailed description of specific tasks you will require from City staff if any. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

#### 6.2.1.6 References

- i) Describe whether the Contractor(s) has (have), within the last five (5) years, rendered any work to the City, either as a Contractor or subcontractor, either under the current Contractor name or any other name



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

or organization. If so, please provide details (status as prime or subcontractor/subconsultant, brief description of the contract, contract start and end date, the contract administrator name, and total actual contract expenditures).

- ii) If the Contractor(s) has (have) not rendered any work within the last five (5) years to the City, then the Contractor(s) shall provide a list of not less than five (5) client references for whose services similar to those outlined in the RFP are currently being provided. For each reference listed Contractor(s) shall provide the name of the organization, dates for which the service(s) are being provided, type of service(s) being provided and the name, address and telephone number of the responsible person within the reference's organization. The City reserves the right to contact any, or all, of the listed references regarding the work being performed by the Contractor(s).

## 6.2.2 REQUIRED GRANT PROVISIONS AND CERTIFICATIONS

Include a completed and signed "Certification for Suspension and Debarment" and "Byrd Anti-Lobbying Amendment Certification". Refer to **Appendix G**.

## 6.2.3 FEES/COST PROPOSAL CONTENT

The Fees/Cost Proposal should be made based on good faith estimates and should contain all pricing information related to performing all work contemplated under this solicitation. The Fees/Cost Proposal should include an all-inclusive maximum bid price which accounts for all anticipated costs, both direct and indirect, in addition to a breakdown of specific examples or estimates of the fees, labor rates, equipment/materials, and service charges related to the work. The Contractor(s) shall describe how the fees, rates or charges will be determined, including the estimated numbers of hours each employee is anticipated to work in the performance of the solicited work.

The City shall not be liable for any costs incurred by any Contractor(s) or subcontractor(s) in preparing any information for submission in connection with this solicitation process or any and all costs resulting from responding to this solicitation. Any and all such costs whatsoever shall remain the sole responsibility of the Contractor(s) and subcontractor(s) and should not be included in the proposal.

The City may require certain performance assurances from Contractor(s) prior to entering negotiations for work that may result from this solicitation. Such assurances may potentially include a requirement that Contractor(s) provide some form of performance security.

*Contractor(s) must include a response to the cost proposal document included in **Appendix C: Cost Proposal Summary**.*

## 6.2.4 SUPPLEMENTAL PRICING SCHEDULE REQUIREMENTS

Bidders shall provide a detailed pricing sheet (often referred to in the industry as a Rate Sheet, Unit Price Schedule, or Time & Materials Pricing Sheet) that includes:

- Labor Rates – Hourly rates for various personnel classifications (e.g., electricians, project managers, technicians).



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

- Equipment & Material Costs – Pricing for additional materials or equipment rentals that may be required.
- Optional Services – Pricing for services related to EV charging infrastructure but not explicitly listed in the Bid Proposal (e.g., extended maintenance, advanced networking, site remediation).
- Mobilization & Demobilization Fees – If applicable, include costs for project setup and removal.
- Any Other Relevant Unit Costs – Additional pricing categories relevant to EV charger installation and infrastructure work.

## 6.2.5 CONTRACT PROVISION CONTENT

If the City chooses to select Contractor(s) and recommend for award under this solicitation, the Contractor(s) will be subject to the terms and conditions of the City contract as attached hereto as **Appendix D: City Contract Template**. Contractor(s) is (are) required to include a redline markup and supporting commentary with the submitted proposal identifying any exceptions to the terms and conditions identified therein. Additionally, the Contractor(s) shall provide any supplemental contractual forms as may be required by the Contractor(s) to perform work for, or on behalf of, the City.

# 7. GENERAL SPECIFICATIONS

## 7.1 EQUIVALENTS TO SPECIFICATIONS

The material, equipment or service offered by the bidder will meet all requirements of the specifications in this Request for Proposals. Questions requesting approval of equals must be submitted before the deadline for questions to the City contacts listed in the RFP. Respondent must provide all information (no pricing) in order for the City to determine if the product offered is an equal to the manufacturer specified and/or meets the technical specifications. This includes details for each item to which a proposed equal will be taken, proposed make and model specifications, and any other information on the material specified herein regarding approved equals requested. Respondent must state brand name and/or manufacturer of each item proposed and include detailed specifications. All guarantees and/or warranties must also be stated. Parts and materials must be latest model or current date and meet specifications or be equal to the specifications.

During the question and answer period for this solicitation, the City reserves the right to determine whether equivalents meet the bid specifications of the City, and are equal to the manufacturer specified or the stated technical specifications. The decision of the City regarding equality shall be final.

## 7.2 SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES

Wherever these Specifications specify any material or process by patent or proprietary name, or by name of manufacturer, such specification is only for the purpose of describing the material or process desired and shall be



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

-

MARCH 12, 2026

deemed to be followed by the words and/or approved equivalent. Any bidder may offer in the proposal any material or process that is equivalent in every respect to the material or process specified. This statement of alternate unit shall clearly describe the material or process for which the substitution is proposed and shall provide technical data establishing equivalency.

### **7.3 BID FOR YOUR FULL EQUAL OR BETTER**

Materials and equipment furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and have all the usual equipment as shown by manufacturer's current specifications and catalogs unless otherwise specified.

### **7.4 PROTECTION OF EXISTING IMPROVEMENTS AND OTHER UTILITIES**

The Contractor shall, at its own expense, preserve and protect from injury all improvements existing at the site, such as equipment, trees, parkways, flowers, shrubbery, lawns, fences, curbs, gutters, sidewalks, walls, manholes and all other improvements of whatever nature. If any such improvements are injured, damaged, or destroyed by the Contractor, or its employees, subcontractors or agents, they shall promptly be restored by the Contractor, at the Contractor's expense, to the condition existing before such injury, damage, or destruction. The Contractor shall protect and maintain in uninterrupted service any existing sub-surface utilities and shall promptly repair any damages to such utilities at his own expense. Existing utilities of record in the area affected by this contract may be shown in the drawings, however, if any pipe or conduit is encountered, the contractor shall determine their usage and arrange with the proper utility concerned for its removal or protection. The Contractor shall be held responsible for all damage to work installed by him or others that is caused by his work or by anyone employed by him. The Contractor shall utilize "UNDERGROUND SERVICE ALERT" ("USA") of Southern California (1-800-422-4133) to obtain marking of underground pipeline and utility locations. The contractor shall notify "USA" at least two working days in advance of beginning any excavation and/ or jacking operations. Utilities that are not subscribers or members of "USA" shall be notified separately and independently. To avoid unnecessary marking of utilities in the street and sidewalk areas, the Contractor shall specifically indicate those areas where underground utility information is needed using a temporary water-based marking chalk ("AERVOE" brand or approved equal) with a visible life not-to-exceed three (3) weeks. Such markings shall be limited to only those areas where the Contractor's operation could damage buried utilities. Unnecessary markings resulting from the Contractor's failure to identify only critical locations shall be removed by the Contractor's expense. If the Contractor fails to properly and completely remove all unnecessary markings, the City will remove and bill the Contractor for all direct and indirect removal costs.

### **7.5 WARRANTIES AND GUARANTEES**

The Contractor shall transfer to the City the manufacturer's warranty or guarantee for each item delivered or installed under the Contract. Where applicable, the City shall be named as owner-beneficiary in any such warranty or guarantee. The Contractor shall ensure that each warranty or guarantee is in full force and effect from the date the City commences



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

operation and use of the item. All such manufacturer's warranties or guarantees shall be in addition to the Contractor's warranty under this Contract. In addition to the above and any special guarantees required by the Detailed Specifications, the Contractor shall warrant that its work is fit for the City's particular purpose as indicated in the Specifications, fulfills all requirements of these Specifications, and is free from defects in materials, equipment, workmanship or installation. For a period of five (5) years following the City's acceptance of the Work as provided in herein in this Specification, the Contractor shall repair or replace at its own expense any portion of the Work, including any material or equipment incorporated into the Work, that is defective or otherwise fails to conform to the above warranty or special guarantees. The City will notify the Contractor of any such defect or nonconformity. Such notice will be given in writing, if possible, or by the means most practical under the circumstances. If the Contractor fails to correct the defect or other non-conformity within ten (10) days after receiving such notice, or in case of emergency demanding immediate action, then the City may make the necessary replacements or repairs and charge the Contractor the total cost of all labor, materials, equipment, administration and overhead required. If final payment has not been made, the City may withhold an amount for these costs; if the amount withheld is not sufficient, the City may recover any balance from the Contractor. The Contractor's performance bond shall remain in effect for a period of five (5) years after the date of acceptance of the work to cover the Contractor's warranties and guarantees as set forth above. The warranty period for each work order begins on the day when the retention is approved to be released.

## 7.6 SAFETY MEASURES

The Contractor shall provide adequate safety measures and devices to prevent accidents, injury, or loss of life to the public and to workers, inspectors, and any persons whose duties bring them on the work. The Contractor shall comply with all orders and requirements of the California Division of Industrial Safety. The Contractor shall immediately install or provide any safeguarding or safety measures which the Division or the General Manager shall require. Without limiting the foregoing, in accordance with generally accepted construction practices the Contractor/Vendor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Construction review of the Contractor's performance by the City, its agents or employees, does not include review of the adequacy of Contractor's safety measures at or near the construction site. Such construction review shall not relieve the Contractor of its obligations under this paragraph. The Contractor must comply with safety requirements issued by CAL/OSHA confined spaces, Article 108, #5157, #5158, #5159 and follow Southern California Edison Company Underground Structure Standards (USG), when entering underground manholes. For work with on the San Gabriel Valley (SGV) Water Company property, the Contract shall comply with all safety requirements provided by SGV Water Company, or, if no specific procedures are provided, follow CAL/OSHA confined space regulations. These requirements include, but not limited to: entry permits, air monitoring and ventilation, safety and rescue provisions. The Contractor and all his personnel must wear approved hard hats, clothing and equipment required on the jobsite. The Contractor shall employ workers who are qualified, experienced and well trained to work safely around or near energized electrical equipment. It is also a requirement that the contractor must provide their own electrical personnel who is qualified to monitor and supervise their workers while working inside the energized vault. The Contractor shall provide all appropriate sanitary conveniences and shall remove the conveniences at the completion of the work.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

-

MARCH 12, 2026

## 8. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS

No contact shall be made with the Mayor or any Councilmember, Director, Manager, Employee, or Agent of the City regarding this solicitation by the Contractor(s) other than the below authorized personnel. Any contact made by the Contractor(s) to unauthorized personnel regarding this solicitation may be grounds for elimination from the selection process.

Contractor(s) is (are) responsible for checking the CITY'S electronic procurement platform, identified in Section 7.1, for the issuance of any solicitation documents, including any addenda issued in conjunction with or subsequent to issuance of the solicitation prior to submitting a proposal. The Contractor(s) is (are) responsible for ensuring all addenda/changes to the solicitation and its respective documents have been reviewed and that the proposal submitted reflects those addenda/changes. Any proposal submitted without the requirement(s) stipulated in addenda to the solicitation may be considered non-responsive.

All Proposals must be submitted by or before the time and date specified in the Timeline/Schedule. **PROPOSALS WILL NOT BE ACCEPTED THEREAFTER.** All proposals received after the specified time and date will be returned unopened to the submitter. **FAXED PROPOSALS WILL NOT BE CONSIDERED. POSTMARKS WILL NOT BE ACCEPTED.** No verbal extension of any deadline shall be binding or valid upon the City. Any and all deadline extensions authorized by the City shall be made in the form of a written addendum signed by the authorized personnel and shall be applicable as to all proposers.

### 8.1 **ELECTRONIC SUBMISSION REQUIREMENTS**

The City is currently utilizing an electronic bid management system, PlanetBids. PlanetBids provides a platform to search for solicitation opportunities, receive automatic announcements, download documents, and bid electronically (where applicable). Both formal and informal solicitations may be processed through our online system. It is the proposer's responsibility to ensure that the most complete and current version of the solicitation, including addenda, has been downloaded.

Free registration as a vendor must be completed online using the following link:

<https://pbsystem.planetbids.com/portal/43375/portal-home>

**Please note:** Once registered, all Contractors are solely responsible for maintaining up to date and accurate information on their profile. Contractors are solely responsible for contacting PlanetBids directly for technical assistance. In order to access the BidsOnline system, you must install Adobe Flash Player 10.1 or higher.

**One (1) electronic copy** of the Contractor's proposal and any supporting documentation must be submitted by no later than the time and date indicated in the Timeline/Schedule.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

## 8.2 PHYSICAL COPY SUBMISSION REQUIREMENTS

Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials.

**Three (3) hard copies** of Contractor's proposal, including a transmittal letter of authentic offer, and any supporting documentation is required to be submitted with the electronic copy of your submittal, by no later than the time and date indicated in the Timeline/Schedule, to the following address:

MAILING INSTRUCTIONS	
ATTACHMENTS TO INCLUDE:	<ul style="list-style-type: none"><li>▪ Transmittal Letter</li><li>▪ Technical Proposal</li><li>▪ Cost Proposal</li><li>▪ Any Additional Supporting Documentation as Required in the solicitation</li></ul>
MAILING ADDRESS:	City of El Monte – City Hall EAST City Clerk's Office <b>SUBJECT:</b> RFP: Design, Supply, and Install EV Charging Stations <b>ATTN:</b> Sarah Zadok, Transportation Operations Manager 11333 Valley Boulevard El Monte, California 91731

All information received by the City in response to this solicitation will be subject to the California Public Records Act and may be subject to the California Brown Act. Additionally, all submissions may be subject to review in the event of an audit.

## 9. EVALUATION CRITERIA

Proposals submitted in response to this solicitation will be reviewed by an Evaluation Panel made up of representatives of the City of El Monte. The City and Evaluation Panel shall determine at their sole discretion the value of any and/or all proposals including price and non-price attributes.

The Evaluation Panel, on behalf of the City, will perform an initial screening evaluation to identify and eliminate any proposals that are, for example, not responsive to the solicitation, do not meet the minimum requirements set forth in the solicitation, are not economically competitive with other proposals, or are submitted by Contractors that lack appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable work as contemplated under this solicitation. The City and Evaluation Panel shall reserve the right to submit follow-up questions or inquiries to request clarification of information submitted and to request additional information from any one or more of the Contractors.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

-

MARCH 12, 2026

The City and Evaluation Panel reserve the right, without qualification and in their sole discretion, to accept or reject any or all proposals for any reason without explanation to the Contractors, or to make any award to that Contractors, who, in the opinion of the City and Evaluation Panel, will provide the most value to the City. The City also reserves the right to make an award, at its sole discretion, irrespective of price or technical ability, if the City determines that such an action would be in the best interest of the City.

The City and Evaluation Panel, at their sole discretion, reserves the right to select a "Short List" of qualified firms who will be formally interviewed as part of the final selection, as deemed necessary by the City.

Evaluations will be based on the following criteria:

ITEM #	CRITERIA	MAXIMUM POINTS
1.	<b>Qualification, Experience</b> Does the bidder offer the quality of services required for the types of services listed in the Scope of Work? Does the bidder have local experience?	30
2.	<b>Staff</b> Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications? Ability to respond to request for service in a timely manner	20
3.	<b>Quality</b> Has the bidder demonstrated the ability to successfully provide services as described herein? Has the bidder demonstrated an understanding of the project and provided an approach to address the Scope of Work? Are the references from past clients and associates favorable?	30
4.	<b>Value</b> Ability to perform services at a fair and reasonable/competitive fee schedule.	20
<b>TOTAL POINTS</b>		<b>100</b>

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.

## 9.1 AWARD OF BID AND DETERMINATION OF RESPONSIVENESS

Bidders must have a minimum of five (5) years of experience installing electric vehicle charging systems. The Contractor must demonstrate experience delivering a minimum of two (2) separate projects or contracts of comparable scope and



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

scale, each performed for a governmental agency or similarly structured organization. Collectively, these projects must include the successful installation of Level 2 electric vehicle (EV) chargers and direct current fast chargers (DCFCs).

The contract shall be awarded to the lowest responsive and responsible bidder. In determining whether a bidder is responsible and responsive, the following shall be considered:

- The quality of the material offered;
- The ability, capacity and skill of the bidder to perform the contract or provide the material or services;
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the material or services;
- The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- The quality and timeliness of the bidder's performance on previous orders or contracts for the City;
- Litigation by the bidder on previous orders or contracts with the City;
- The ability of the bidder to provide future maintenance and service where such maintenance and service is essential;

## **10. TERMS AND CONDITIONS**

The City reserves the right to reject any Proposal for any reason without cause. The City reserves the right to enter into relationships with more than one (1) Contractor, may choose not to proceed with any Contractor(s) with respect to one (1) or more categories of work, decline to enter into any potential engagement agreement or contract with any Contractor(s), terminate negotiations with any Contractor(s), and may choose to suspend this solicitation, issue a new solicitation that would supersede and replace this solicitation, or to abandon the solicitation process in its entirety.

The City shall not be liable to any Contractor(s) or Subcontractor(s) or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this solicitation.

Information in this solicitation is accurate to the best of the City's knowledge but is not guaranteed to be correct. Contractor(s) are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with the City.

Submission of a Proposal constitutes acknowledgement that the Contractor(s) has (have) read and agree(s) to be bound by the terms and specifications of this solicitation and any addenda subsequently issued by the City.



**REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS**

FEBRUARY 12, 2026

-

MARCH 12, 2026

## **10.1 INSURANCE, LICENSING, OR OTHER CERTIFICATION:**

If selected, the Contractor(s) will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. The City may require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.

Examples of coverage include, but are not limited to, the following:

	<b>INSURANCE TYPE</b>	<b>MINIMUM COVERAGE FOR EACH OCCURENCE</b>	<b>MINIMUM COVERAGE FOR AGGREGATE</b>
❖	General Liability	\$1,000,000.00	\$2,000,000.00
❖	Automobile Liability Insurance	-	\$2,000,000.00
❖	Workers Compensation	\$1,000,000.00	\$1,000,000.00
❖	Errors & Omissions	\$2,000,000.00	
❖	Cybersecurity (Including Technology/Professional Liability, Intellectual Property Infringement, and Data Protection)	\$3,000,000.00	\$3,000,000.00

If the Contractor(s) will be utilizing an Umbrella Liability Policy or Excess Liability Policy to supplement any of the above listed coverages, Contractor(s) will be required to disclose such deviations subject to Section 6.2.3 Contract Provision Content and attest that such use of an Umbrella Liability Policy or Excess Liability Policy extends coverage in the same manner as the specified requirements and does not result in limits lower than those required.

Additional insurance requirements may include, but are not limited to, the following:

- An endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 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. The City may, at its sole and absolute discretion, accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition of the Standard & Poor’s rating guide.

As a condition of the CARB STEP grant funds, the following coverages must be evidenced on the certificates of insurance for City’s contractors, consultants, or subcontractors:

1. Commercial General Liability: Consultant shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

advertising injury, and liability assumed under an insured contract or Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the City's limit of liability. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of the Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in the Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

2. **Automobile Liability:** If the consultant will be using vehicles to complete the Project or driving a vehicle onto State property, automobile liability insurance is required. Compliance of automobile liability is required upon procurement of the vehicles. For vehicles used in CARB-funded shared mobility services (e.g., electric bikes and scooters, carshare vehicles, shuttles, and buses), the consultant shall maintain motor vehicle liability with limits of not less than \$5,000,000 per accident. For any other vehicle that is not used in a CARB-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), the consultant shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CARB, the consultant must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of the Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in the Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
  - a. In the event that the Fleet Owner maintains business automobile liability insurance, the insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by endorsement that states the names exactly as stated above in the Grant Agreement. A blanket additional insured endorsement is not acceptable.
  - b. By signing the Grant Agreement, the City certifies that the City and any employees, subcontractors, or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
3. **Workers Compensation and Employers Liability:** The consultant shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer's liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
4. **Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim:** Coverage shall be sufficiently broad to reason to the duties and obligations as is undertaken by the consultant in the Grant Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

State of California in the care, custody, or control of the consultant. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of the Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in the Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

5. Professional Liability (Errors and Omissions): Insurance appropriate to the consultant's profession, with limit no less than \$2,000,000 per occurrence or claim and \$5,000,000 aggregate. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of the Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

## 10.2 PROPERTY:

### 10.2.1 CITY-FURNISHED PROPERTY

The City's drawings, specifications, and other media furnished for the Contractor(s) use shall not be furnished to others without express written authorization from the City.

### 10.2.2 CONTRACTOR-FURNISHED PROPERTY:

Upon completion of all work under any contract developed as a result of this solicitation, ownership and title to reports, documents, drawings, specifications, estimates, and any other document produced as a result of the contract shall automatically be vested to the City and no further contract will be necessary for the transfer of ownership to the City. The City has the sole right to distribute, reproduce, publish, license, or grant permission to use all or a portion of the deliverable documentation, work product or presentations as it determines in its sole discretion.

## 10.3 STATE OF CALIFORNIA PREVAILING WAGE

### 10.3.1 PREVAILING WAGE RATE PROJECT

The prevailing wage rate provisions of Section 1770-1777 of the Labor Code and Section 7-2, entitled "Labor", of the Standard Specifications shall apply to this project.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

In responding to this request, all professional firms or contractors agree to comply with prevailing wage requirements, the Department of Industrial Relations, as further described below:

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates, that Contractor and all subcontractors must be registered and pay the registration fee with the Department of Industrial Relations (DIR), Contractor shall be subject to compliance monitoring and enforcement by the DIR, and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

Contractor/Vendor shall also comply with the provisions of the "Labor Compliance Requirements" which are attached hereto and incorporated herein as **Appendix E: Labor Compliance Requirements**.

## 10.4 BID BOND INSTRUCTION

Bidders must provide all required information for the City to verify the bond with their bid. The bond must meet the following requirements and characteristics: Bid security in the amount of five percent (5%) of the total bid price in the form of a redeemable or callable electronic surety bond, meeting City requirements, must accompany all bids. If the Bidder to whom the contract is awarded shall for fifteen (15) calendar days after such award fail or neglect to enter into the contract with the required insurance documentation, submit the Construction & Demolition Waste Management Plan, and file the required bonds, the City may deposit in its treasury said bid security and, under no circumstances, shall it be returned to the defaulting Bidder. Failure to return signed contract with all the attachments stated above may result in having the project awarded to the next lowest bidder.

## 10.5 SPECIAL GRANT CONDITIONS

Financial assistance for the services described in this RFP will be partially provided using federal, state, and local grant funds. Any contract and subcontract to provide the services described in this RFP will be subject to all applicable grant conditions as described in **Appendix G: Required Grant Provisions and Certifications**. Bidders shall complete and submit all certifications provided in this appendix with their proposals.



REQUEST FOR PROPOSAL:  
DESIGN, SUPPLY, AND INSTALL EV CHARGING STATIONS

FEBRUARY 12, 2026

–

MARCH 12, 2026

## **11. APPENDICES**

- 11.1 *Appendix A: Non-Collusion Declaration***
- 11.2 *Appendix B: Contractor(s) Background/Experience Summary***
- 11.3 *Appendix C: Cost Proposal Summary***
- 11.4 *Appendix D: City Contract Template***
- 11.5 *Appendix E: Labor Compliance Requirements***
- 11.6 *Appendix F: Project Locations***
- 11.7 *Appendix G: Required Grant Provisions and Certifications***



**PRIMARY CONTRACTOR INFORMATION**

<b>CONTRACTOR NAME</b>	
<b>DBA NAME</b>	
<b>PHYSICAL ADDRESS</b>	
<b>MAILING ADDRESS</b> <i>(If different than Physical Address)</i>	
<b>UNIQUE ENTITY IDENTIFIER (UEI) NUMBER</b>	
<b>DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION INFORMATION</b> <i>(Include legal name of the business, registration number, county, city, registration date, and expiration date)</i>	

**PRIMARY CONTACT**

<b>NAME</b>		<b>POSITION/TITLE</b>	
<b>EMAIL ADDRESS</b>			
<b>PHONE NUMBER &amp; EXTENSION</b>		<b>FAX NUMBER</b>	

**SECONDARY CONTACT**

<b>NAME</b>		<b>POSITION/TITLE</b>	
<b>EMAIL ADDRESS</b>			
<b>PHONE NUMBER &amp; EXTENSION</b>		<b>FAX NUMBER</b>	

APPENDIX B: CONTRACTOR(S) BACKGROUND/EXPERIENCE SUMMARY

**EXPERIENCE**

# OF YEARS IN BUSINESS	
# OF YEARS PROVIDING EV CHARGING STATION INSTALLATION TO THE PUBLIC SECTOR	
# OF CLIENTS USING EV CHARGING STATION INSTALLATION SERVICES	
# OF PUBLIC SECTOR CLIENTS IN CALIFORNIA	
NAMES OF THE LAST FIVE (5) MOST RECENT CONTRACTS	1. 2. 3. 4. 5.
OTHER INDUSTRIES SERVICED <i>(Outside Of Local Government)</i>	
# OF TOTAL EMPLOYEES	
# OF EMPLOYEES ASSIGNED TO SOLICITED WORK/SERVICES	

**PARTNERING CONTRACTOR OR SUBCONTRACTOR(S) INFORMATION**

<b>(1)</b>	<b>PARTNERING CONTRACTOR OR SUBCONTRACTOR NAME</b>	
	<b>DBA NAME</b>	
	<b>PHYSICAL ADDRESS</b>	
	<b>MAILING ADDRESS</b> <i>(If different than Physical Address)</i>	
	<b>UNIQUE ENTITY IDENTIFIER (UEI) NUMBER</b>	
	<b>DIR REGISTRATION INFORMATION</b>	

**PRIMARY CONTACT**

<b>NAME</b>		<b>POSITION/TITLE</b>	
<b>EMAIL ADDRESS</b>			
<b>PHONE NUMBER &amp; EXTENSION</b>		<b>FAX NUMBER</b>	

**EXPERIENCE**

<b># OF YEARS IN BUSINESS</b>	
<b># OF YEARS PROVIDING EV CHARGING STATION INSTALLATION SERVICES TO PUBLIC SECTOR</b>	
<b># OF PAST PROJECTS PARTNERING WITH PRIMARY CONSULTANT</b>	
<b>OFFICIAL PARTNERSHIP STATUS/CERTIFICATION</b> <i>(If Applicable)</i>	
<b># OF EMPLOYEES ASSIGNED TO SOLICITED WORK/SERVICES</b>	

**APPENDIX B: CONTRACTOR(S) BACKGROUND/EXPERIENCE SUMMARY**

<b>(2)</b>	<b>PARTNERING CONTRACTOR OR SUBCONTRACTOR NAME</b>	
	<b>DBA NAME</b>	
	<b>PHYSICAL ADDRESS</b>	
	<b>MAILING ADDRESS</b> <i>(If different than Physical Address)</i>	
	<b>UNIQUE ENTITY IDENTIFIER (UEI) NUMBER</b>	
	<b>DIR REGISTRATION INFORMATION</b>	

**PRIMARY CONTACT**

<b>NAME</b>		<b>POSITION/TITLE</b>	
<b>EMAIL ADDRESS</b>			
<b>PHONE NUMBER &amp; EXTENSION</b>		<b>FAX NUMBER</b>	

**EXPERIENCE**

<b># OF YEARS IN BUSINESS</b>	
<b># OF YEARS PROVIDING EV CHARGING INSTALLATION SERVICES TO THE PUBLIC SECTOR</b>	
<b># OF PAST PROJECTS PARTNERING WITH PRIMARY CONSULTANT</b>	
<b>OFFICIAL PARTNERSHIP STATUS/CERTIFICATION</b> <i>(If Applicable)</i>	
<b># OF EMPLOYEES ASSIGNED TO SOLICITED WORK/SERVICES</b>	

**APPENDIX B: CONTRACTOR(S) BACKGROUND/EXPERIENCE SUMMARY**

<b>(3)</b>	<b>PARTNERING CONTRACTOR OR SUBCONTRACTOR NAME</b>	
	<b>DBA NAME</b>	
	<b>PHYSICAL ADDRESS</b>	
	<b>MAILING ADDRESS</b> <i>(If different than Physical Address)</i>	
	<b>UNIQUE ENTITY IDENTIFIER (UEI) NUMBER</b>	
	<b>DIR REGISTRATION INFORMATION</b>	

**PRIMARY CONTACT**

<b>NAME</b>		<b>POSITION/TITLE</b>	
<b>EMAIL ADDRESS</b>			
<b>PHONE NUMBER &amp; EXTENSION</b>		<b>FAX NUMBER</b>	

**EXPERIENCE**

<b># OF YEARS IN BUSINESS</b>	
<b># OF YEARS PROVIDING EV CHARGING INSTALLATION SERVICES TO THE PUBLIC SECTOR</b>	
<b># OF PAST PROJECTS PARTNERING WITH PRIMARY CONSULTANT</b>	
<b>OFFICIAL PARTNERSHIP STATUS/CERTIFICATION</b> <i>(If Applicable)</i>	
<b># OF EMPLOYEES ASSIGNED TO SOLICITED WORK/SERVICES</b>	

**APPENDIX B: CONTRACTOR(S) BACKGROUND/EXPERIENCE SUMMARY**

<b>(4)</b>	<b>PARTNERING CONTRACTOR OR SUBCONTRACTOR NAME</b>	
<b>DBA NAME</b>		
<b>PHYSICAL ADDRESS</b>		
<b>MAILING ADDRESS</b> <i>(If different than Physical Address)</i>		
<b>UNIQUE ENTITY IDENTIFIER (UEI) NUMBER</b>		
<b>DIR REGISTRATION INFORMATION</b>		

**PRIMARY CONTACT**

<b>NAME</b>		<b>POSITION/TITLE</b>	
<b>EMAIL ADDRESS</b>			
<b>PHONE NUMBER &amp; EXTENSION</b>		<b>FAX NUMBER</b>	

**EXPERIENCE**

<b># OF YEARS IN BUSINESS</b>	
<b># OF YEARS PROVIDING EV CHARGING STATION INSTALLATION SERVICES TO THE PUBLIC SECTOR</b>	
<b># OF PAST PROJECTS PARTNERING WITH PRIMARY CONSULTANT</b>	
<b>OFFICIAL PARTNERSHIP STATUS/CERTIFICATION</b> <i>(If Applicable)</i>	
<b># OF EMPLOYEES ASSIGNED TO SOLICITED WORK/SERVICES</b>	

APPENDIX C: COST PROPOSAL SUMMARY

**TOTAL BID PRICE**

\$

BID SCHEDULE A

\$

BID SCHEDULE B

\$

BID SCHEDULE C

\$

ADDITIONAL ITEMS  
PROPOSED BY BIDDER

\$

**ADDITIONAL COMMENTS REGARDING COSTS/RATES**

**APPENDIX C: COST PROPOSAL SUMMARY**

NO.	BID ITEM DESCRIPTIONS	QTY	UNIT	COST
<b>Bid Schedule A (CARB-funded items)</b>				
1	Design and preparation of plans and specifications for each of the four (4) locations, including installation layout, civil and electrical plans, signage, and pavement markings	1	LS	\$
2	Obtain all necessary permits and approvals; coordinate with utilities and railroads and include any fees necessary to support successful connectivity services	1	LS	\$
3	Construct and install electrical conduits and electrical connections to supply power for the complete installation and operation of the EV chargers	1	LS	\$
4	Construct any necessary infrastructure to support the installation and operation of the EV chargers	1	LS	\$
5	Furnish and install seven (7) dual-port Level 2 EV charging stations	1	LS	\$
6	Furnish and install one (1) dual-port DC Level 3 fast charging station	1	LS	\$
7	Commission, test, and inspect all charging stations and chargers	1	LS	\$
8	Train city staff and submit all requested documentation	1	LS	\$
9	Maintenance throughout warranty period for a minimum of five (5) years from date of acceptance by the City	1	LS	\$
10	Provide networking and cloud services for five (5) years	1	LS	\$
<b>Total Cost Bid Schedule A:</b>				\$
<b>CARB funded project comments regarding costs/rates:</b>				

**APPENDIX C: COST PROPOSAL SUMMARY**

<b>Bid Schedule B (LACMTA-grant funded items)</b>				
11	Design and preparation of plans and specifications for the location, including installation layout, civil and electrical plans, signage, and pavement markings	1	LS	\$
12	Obtain all necessary permits and approvals; coordinate with utilities and railroads and include any fees necessary to support successful connectivity services	1	LS	\$
13	Construct and install electrical conduits and electrical connections to supply power for the complete installation and operation of the EV chargers	1	LS	\$
14	Construct any necessary infrastructure to support the installation and operation of the EV chargers	1	LS	\$
15	Furnish and install one (1) dual-port DC Level 3 fast charging station	1	LS	\$
16	Commission, test, and inspect all charging stations and chargers	1	LS	\$
17	Train city staff and submit all requested documentation	1	LS	\$
18	Maintenance throughout warranty period for a minimum of five (5) years from date of acceptance by the City	1	LS	\$
19	Provide networking and cloud services for five (5) years	1	LS	\$
<b>Total Cost Bid Schedule B:</b>				<b>\$</b>
<b>LACMTA funded project comments regarding costs/rates:</b>				

**APPENDIX C: COST PROPOSAL SUMMARY**

<b>Bid Schedule C (EECBG-funded items)</b>				
20	Design and preparation of plans and specifications for the location, including installation layout, civil and electrical plans, signage, and pavement markings	1	LS	\$
21	Obtain all necessary permits and approvals; coordinate with utilities and railroads and include any fees necessary to support successful connectivity services	1	LS	\$
22	Construct and install electrical conduits and electrical connections to supply power for the complete installation and operation of the EV chargers	1	LS	\$
23	Construct any necessary infrastructure to support the installation and operation of the EV chargers	1	LS	\$
24	Furnish and install one (1) dual-port DC Level 3 fast charging station	1	LS	\$
25	Commission, test, and inspect all charging stations and chargers	1	LS	\$
26	Train city staff and submit all requested documentation	1	LS	\$
27	Maintenance throughout warranty period for a minimum of five (5) years from date of acceptance by the City	1	LS	\$
28	Provide networking and cloud services for five (5) years	1	LS	\$
<b>Total Cost Bid Schedule C:</b>				\$
<b>EECBG funded project comments regarding costs/rates:</b>				

**APPENDIX C: COST PROPOSAL SUMMARY**

<b>Additional Items Proposed by Bidder (Please describe)</b>				
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<b>Total Cost Additional Items:</b>				\$
<b>Additional Items project comments regarding costs/rates:</b>				
<b>GRAND TOTAL (A + B + C + Additional): \$</b>				

**APPENDIX D**

**DRAFT**

**PROFESSIONAL SERVICES AGREEMENT**

**By and Between**

**CITY OF EL MONTE**

**and**

---

## APPENDIX D

### PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF EL MONTE AND

---

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF EL MONTE, a municipal corporation ("City") and \_\_\_\_\_, \_\_\_\_\_ ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

#### RECITALS

A. City has sought, by issuance of a [Request for Proposals or Invitation for Bids], the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a [proposal or bid] for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform said services.

C. Pursuant to the City of El Monte Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

#### AGREEMENT

##### ARTICLE 1. SERVICES OF CONTRACTOR.

###### 1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good

quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

**1.2 Contractor’s Proposal.**

The Scope of Services shall include the Contractor’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

**1.3 Compliance with Law.**

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time in which service is rendered.

**1.4 California Labor Law.**

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Contractor shall pay prevailing wages for such work and comply with the requirements in California Labor Code Section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

**1.5 Licenses, Permits, Fees, and Assessments.**

Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.6 Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered the manner in which the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involves work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions thereupon existing, prior to the commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor’s risk until written instructions are received from the City’s Contract Officer.

**1.7 Prosecution of Work.**

(a) Time is of importance for this Agreement and every provision contained herein. The Work shall commence upon mutual consent of the Parties subsequent to the City's issuance of a written Notice to Proceed. Contractor shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Work, and shall complete all of the Work in accordance with the schedule and timeline established by the Parties;

(b) Contractor shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. Contractor shall cooperate with CITY and in no manner interfere with the work of City, its employees or other Contractors, subcontractors or agents;

(c) Contractor shall not claim or be entitled to receive any compensation or damage because of the failure of Contractor, or its subcontractors, to have related services or tasks completed in a timely manner;

(d) Contractor shall at all times enforce strict discipline and good order among Contractor's employees; and

(e) Contractor, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

**1.8 Further Responsibilities of Parties.**

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the services of the other.

**1.9 Additional Services.**

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services of this Agreement or make changes including, altering, adding to, or deducting from said Scope of Services. No such extra work may be undertaken unless a written order is first given by the City's Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services of this Agreement. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute

discretion have similar work done by other Contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

**1.10 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

**2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

**2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the City's Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Contractor acknowledges and agrees that coordination of its performance of work with City is a critical component of the services rendered. Contractor further acknowledges and agrees that if Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

**2.4 Invoices.**

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by the City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. The invoice shall contain all information

specified in Exhibit “C”, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor’s correct and undisputed invoice; however, Contractor acknowledges and agrees that due to the City’s “warrant run procedures,” the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

**2.5 Waiver.**

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

**ARTICLE 3. PERFORMANCE SCHEDULE**

**3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

**3.2 Schedule of Performance.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

**3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the City’s Contract Officer in writing of the causes of the delay. The Contract Officer 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 Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding \_\_\_\_\_ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for \_\_\_ additional one-year terms.]

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Name) (Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall promptly notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

**4.2 Status of Contractor.**

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

**4.3 Contract Representatives.**

(a) CITY'S REPRESENTATIVE: The City hereby designates \_\_\_\_\_ (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or her designee will act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR will not accept directions or orders from any person other than the City Representative or her designee.

(b) CONTRACTOR REPRESENTATIVE: Contractor hereby designates \_\_\_\_\_, to act as its representative for the performance of this Agreement (hereinafter, "Contractor Representative"). Contractor Representative will have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor Representative or his/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 Contractor Representative will constitute notice to Contractor

**4.4 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no decision-making authority in regards to the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing of their numbers, compensation, or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with said role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees and that Contractor issues or will issue a W-2 to such personnel.

In the event that Contractor or any employee, agent, subcontractor, or independent contractor of Contractor providing services under this Agreement claims or is determined by a

federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any of Contractor's personnel used to provide the services under this Agreement are other than independent contractors of the City.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability, and reputation of Contractor, its Principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### **5.1 Insurance Coverages.**

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability Insurance (Errors & Omissions). Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any

policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance in the minimum amount of \$1,000,000.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements as detailed in Exhibit "B."

## **5.2 General Insurance Requirements.**

(a) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to the commencement of the performance of services of this Agreement. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, from Contractor, at any time.

(b) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services performed hereunder by Contractor, its agents, representatives, employees, or subcontractors.

(c) Primary/Noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any insurance policy required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will either be promptly reimbursed by Contractor or the City will withhold payment amounts sufficient to pay the insurance premium from Contractor payments. In the alternative, the City may terminate this Agreement in its entirety.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned

policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of "Best's Key Rating Guide," unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (Non-Estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day advance notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subcontractors, subconsultants, and any other party involved with the project who is brought onto or involved in

the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the project will be timely submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### **5.3 Indemnification.**

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder;

and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination or expiration of this Agreement.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### **6.2 Reports.**

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer

requires. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

### **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent, or subcontractor of Contractor, provides any information or work product in violation of this Agreement, City shall

have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, requests for documents, interrogatories, requests for admission or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review does not imply or provide City with the right to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

### **7.2 Disputes; Default.**

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's

obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

**7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

**7.7 Liquidated Damages.**

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine, in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

## **7.8 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided for in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided for in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

## **7.9 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

## **7.10 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### **8.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City's Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects their financial interest or the financial interest of any corporation, partnership, or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **8.3 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

### **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of El Monte, 11333 Valley Boulevard, El Monte, California 91731 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### **9.2 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### **9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

### **9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.6 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 and/or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor acknowledges and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials \_\_\_\_\_

**9.7 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF EL MONTE, a municipal corporation

\_\_\_\_\_  
Alma K. Martinez, City Manager

**ATTEST:**

\_\_\_\_\_  
Gabrial Ramirez, City Clerk

**APPROVED AS TO FORM:**

OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

\_\_\_\_\_  
Richard Padilla, City Attorney

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If applicable, two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Contractor will perform the following Services:**
  - A.
  - B.
  - C.
  
- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:**
  - A.
  - B.
  - C.
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
  - A.
  - B.
  - C.
  
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
  
- V. Contractor will utilize the following personnel to accomplish the Services:**
  - A.
  - B.
  - C.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

The Agreement is amended as provided herein. Deleted text is indicated in ~~strike through~~ and added text in ***bold italics***.

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Contractor shall perform the following tasks at the following rates:**

	RATE	TIME	SUB-BUDGET
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

**II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

**IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

**VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

**I. Contractor shall perform all services timely in accordance with the following schedule:**

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

**II. Contractor shall deliver the following tangible work products to the City by the following dates.**

- A.
- B.
- C.

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**LABOR COMPLIANCE REQUIREMENTS**

**1. PREVAILING WAGE**

(a) The services and work contemplated by the Agreement constitute a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Agreement in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Agreement. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

(b) The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

(c) By executing this Agreement Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

**2. PREVAILING WAGE RECORDS**

(a) The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

(b) The City shall notify Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Agreement in violation of the provisions of the Labor Code and in particular, Section 1775.

(c) To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

(d) The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by Consultant in entering into the Agreement, and will not under any circumstances, other than s caused by the City, or the City's agents, be considered as the basis of a claim against the City.

---

## APPENDIX F: PROJECT LOCATIONS

---

### Project Locations

1. 3130 Tyler Ave, El Monte, CA 91731 (Community Center)
  - a. Two (2) dual-port Level II chargers at four (4) designated public parking spaces
2. 3990 Arden Dr, El Monte, CA 91731 (Public Works Yard)
  - a. One (1) dual-port Level II charger at two (2) designated public parking spaces
  - b. Three (3) dual-port DC Level III fast chargers for bus transit fleet in the transit fleet area at six (6) designated parking spaces
    - i. One charger will be funded by CARB funds; one charger will be funded by Metro funds; and one charger will be funded by EECBG funds
3. 10707 Main St, El Monte, CA 91731 (Downtown Parking Lot)
  - a. Three (3) dual-port Level II chargers at six (6) designated public parking spaces
4. 12127 Elliot Ave, El Monte, CA 91732 (Mountain View Park)
  - a. One (1) dual-port Level II charger at two (2) designated public parking spaces

APPENDIX F: PROJECT LOCATIONS

3990 Arden Dr.

El Monte, CA 91731

1 dual port Level II Charger

3 dual port, DC Fast Chargers

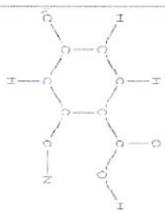
8 Required Parking Spaces

10707 Main St.

El Monte, CA 91731

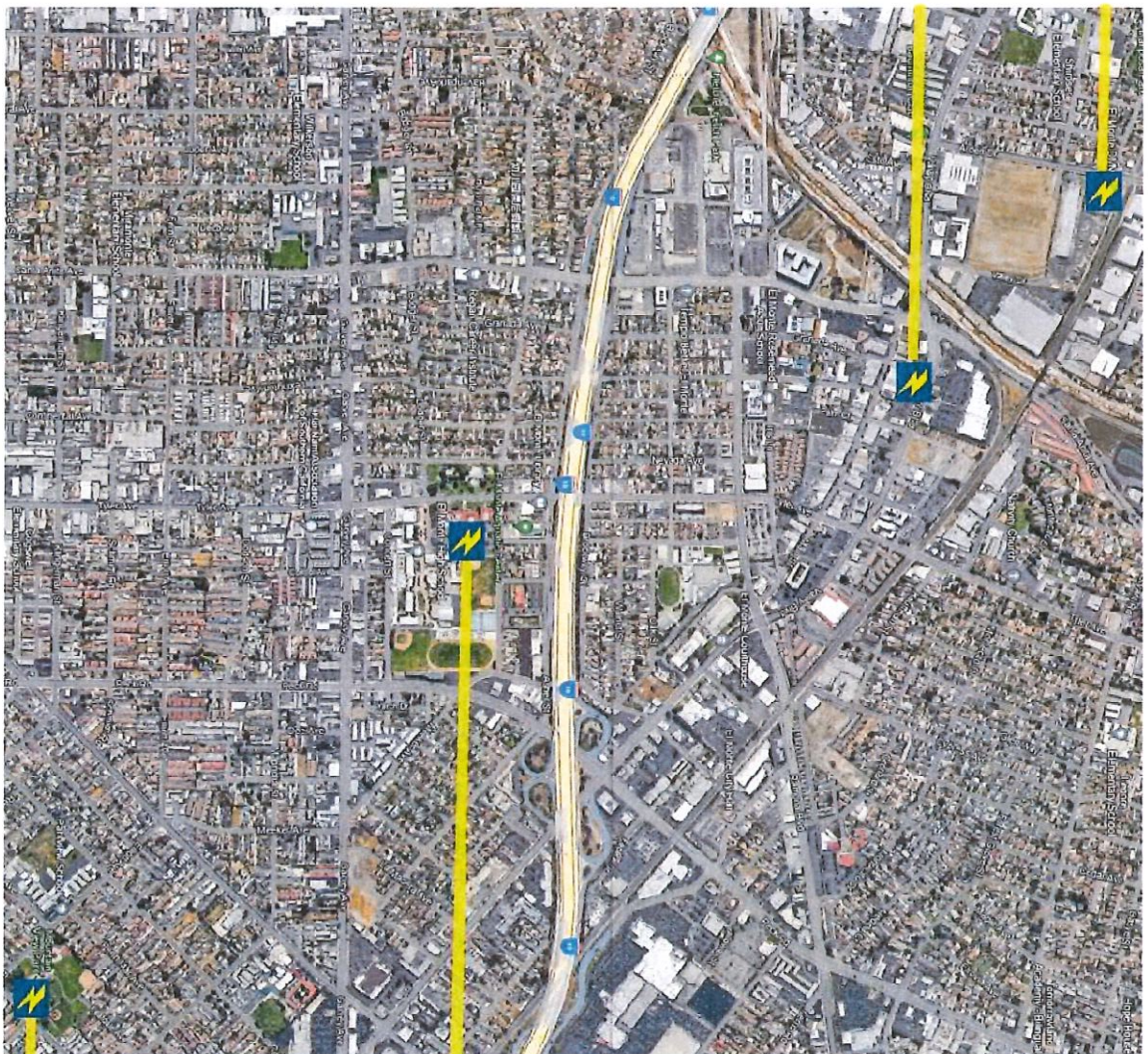
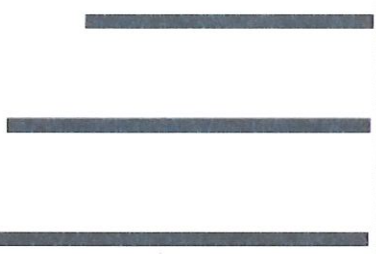
3 dual port, Level II Chargers

6 Required Parking Spaces



EV charging

station locations



3130 Tyler Ave.

El Monte, CA 91731

2 dual port, Level II Chargers

4 Required Parking Spaces

12127 Elliott Ave.

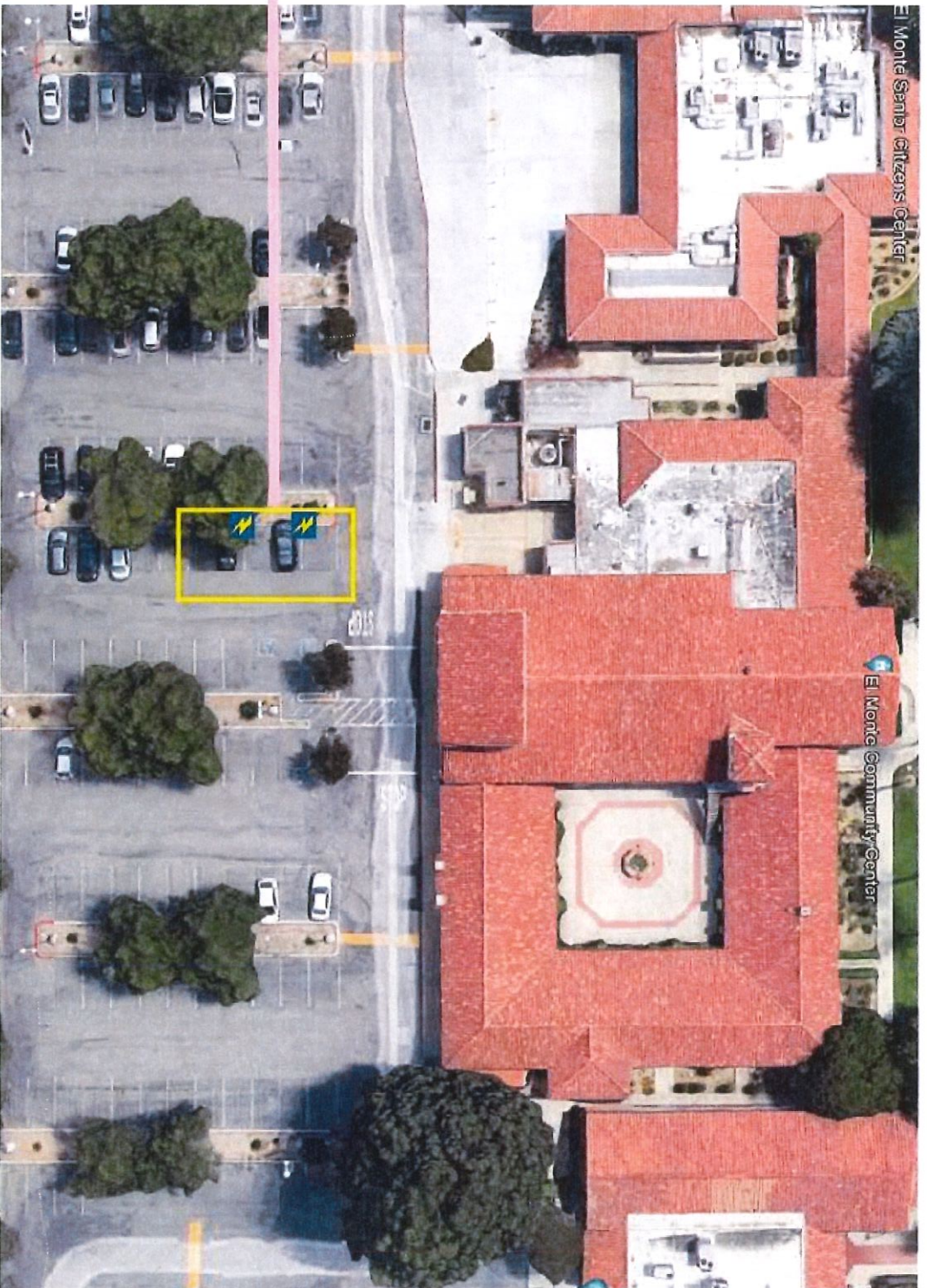
El Monte, CA 91731

1 dual port, Level II Charger

2 Required Parking Spaces

APPENDIX F-2

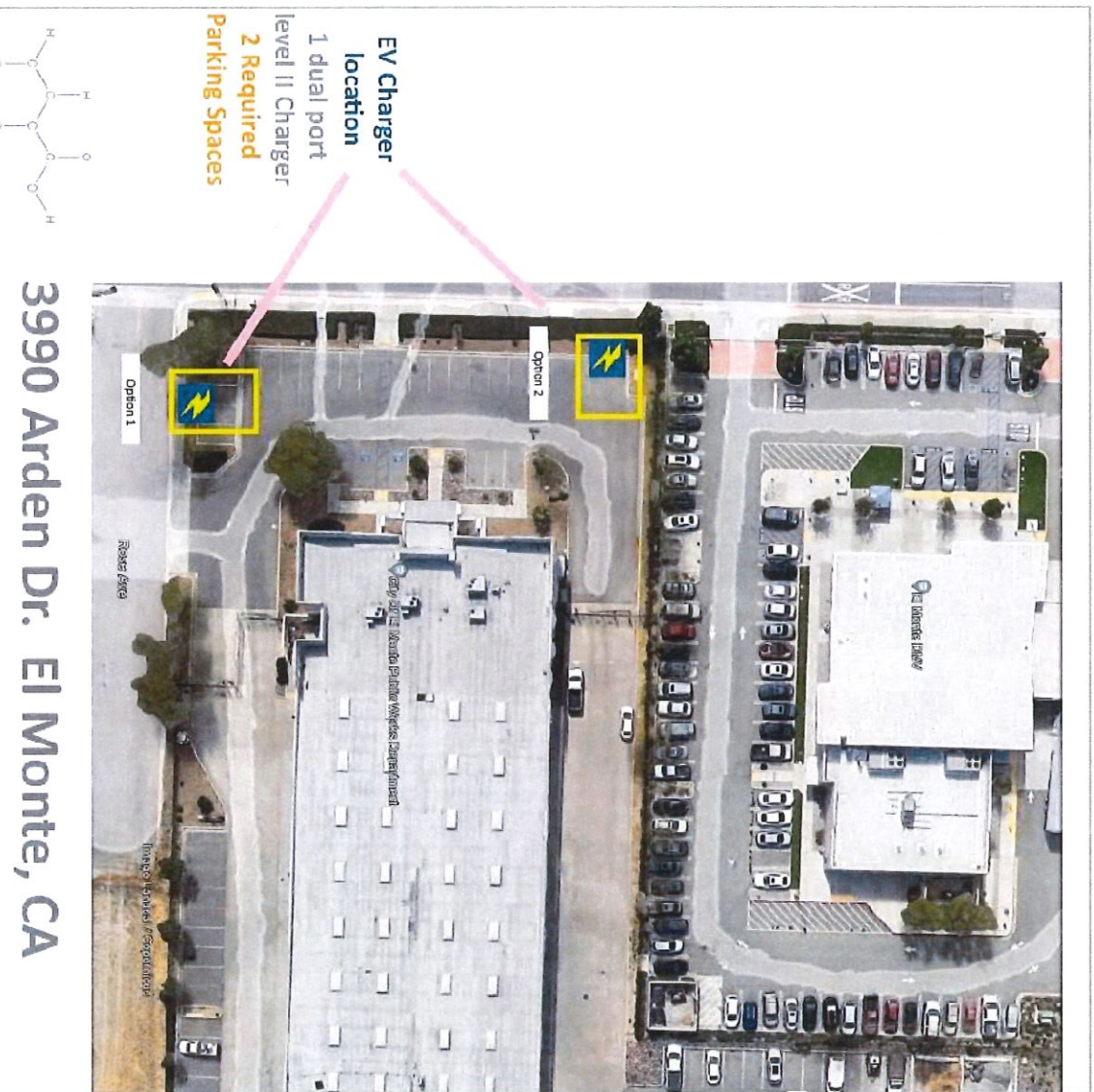
APPENDIX F: PROJECT LOCATIONS



3130 Tyler Ave.

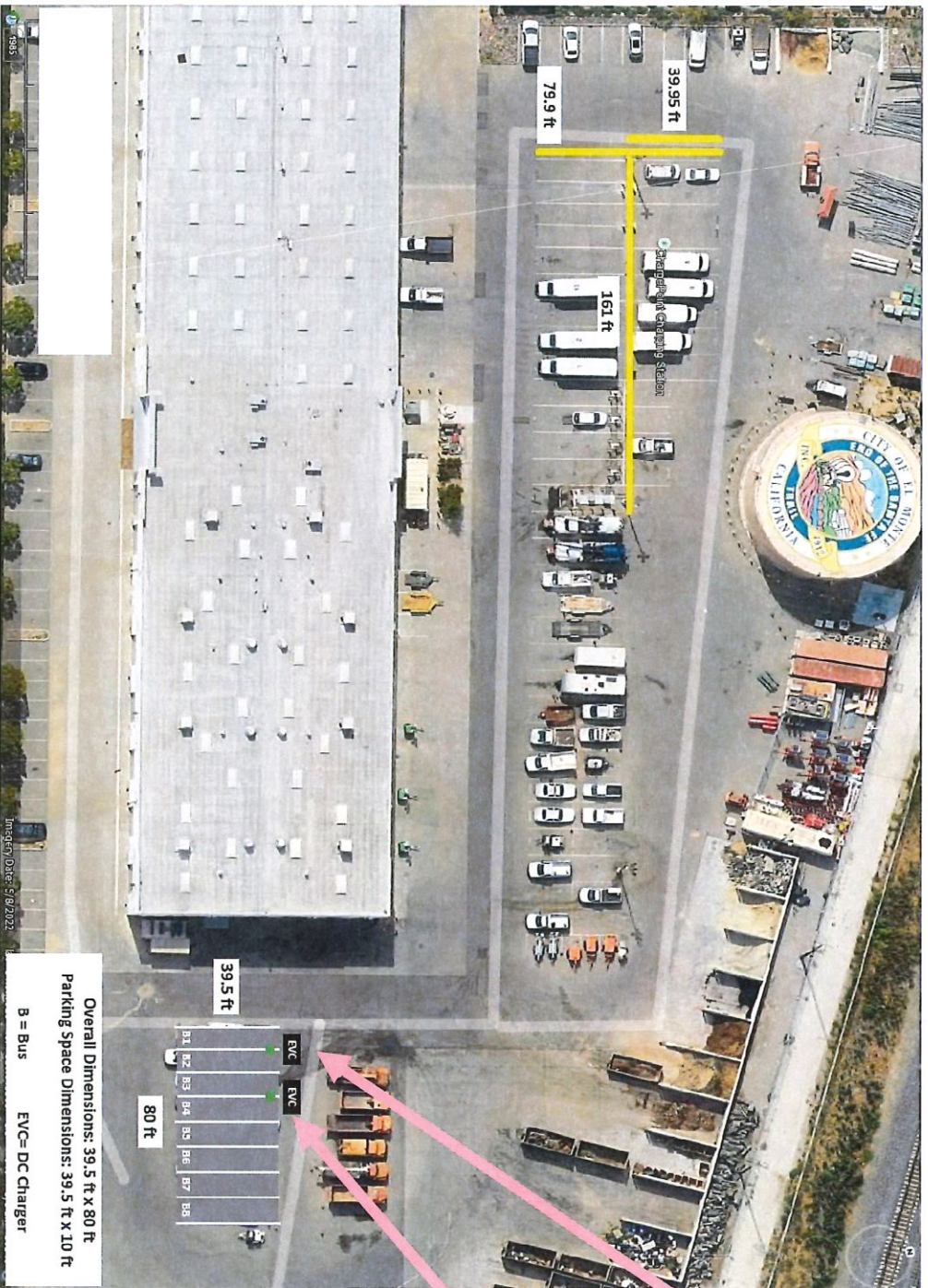
APPENDIX F-3

APPENDIX F: PROJECT LOCATIONS



APPENDIX F-4

APPENDIX F: PROJECT LOCATIONS



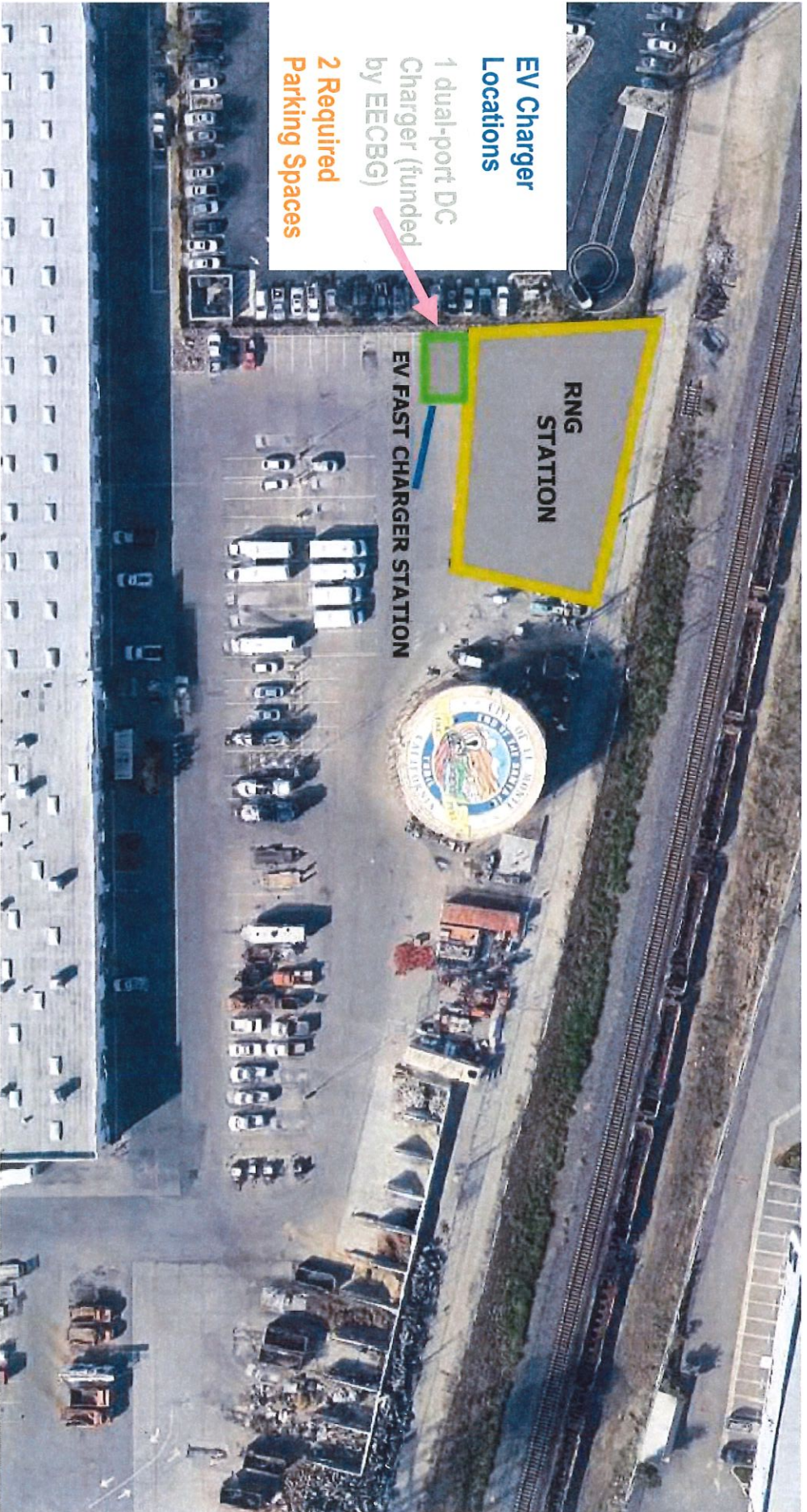
3990 Arden Dr. El Monte, CA

**EV Charger Locations**

- 1 dual-port DC Charger (funded by CARB)
- 2 Required Parking Spaces
- 1 dual-port DC Charger (funded by Metro)
- 2 Required Parking Spaces

APPENDIX F-5

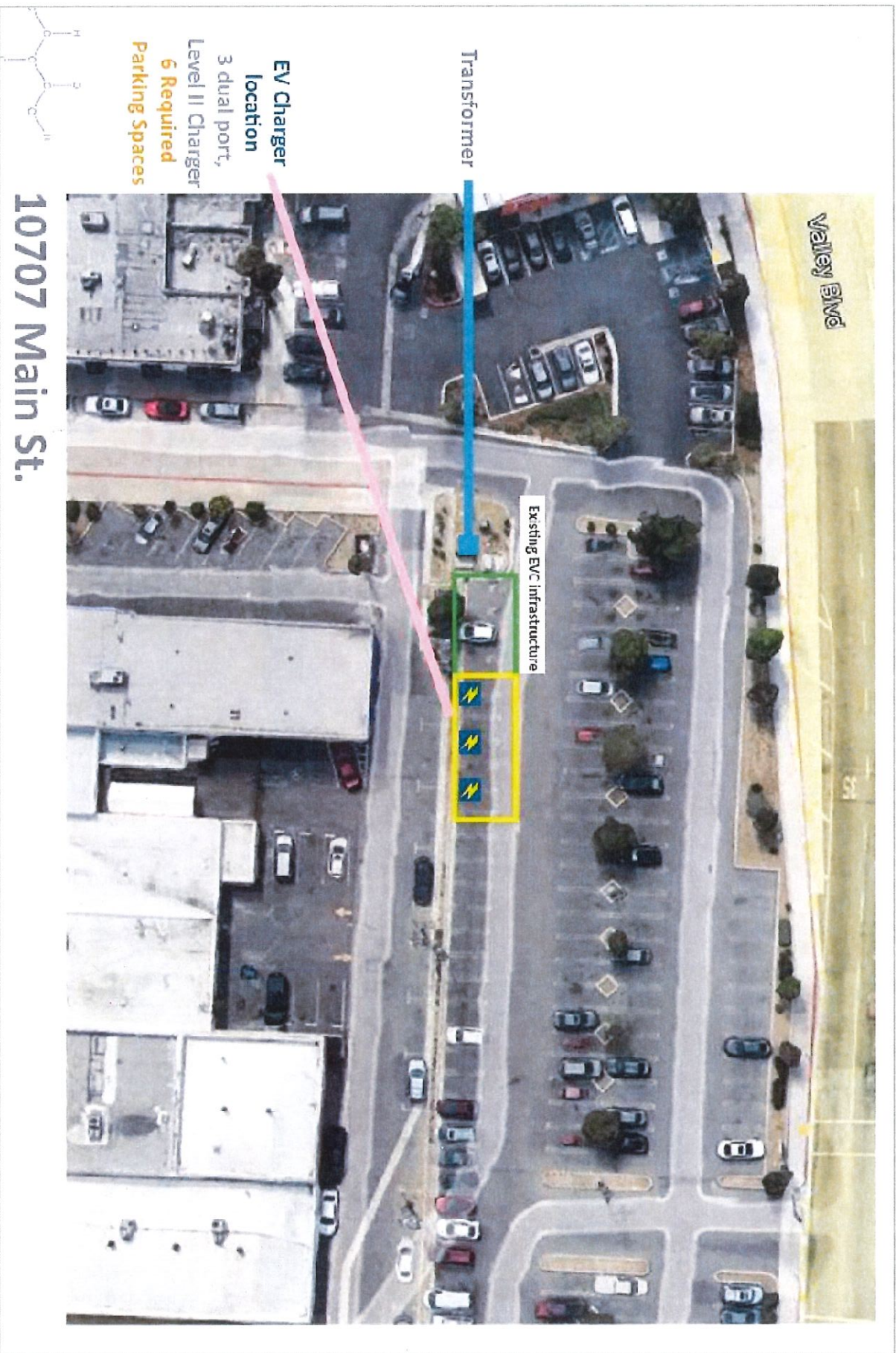
APPENDIX F: PROJECT LOCATIONS



**3990 ARDEN DR. ELMONTE, CA 91731**

APPENDIX F-6

APPENDIX F: PROJECT LOCATIONS



APPENDIX F: PROJECT LOCATIONS



APPENDIX F-8

**LACMTA LTSS ZERO EMISSION VEHICLE (ZEV) CALL FOR PROJECTS GRANT PROVISIONS**

1. All contractors must cooperate fully in furnishing or in making available to LACMTA (Metro) all records deemed necessary by Metro auditors or authorized representatives related to the project.
2. LACMTA, and/or its designee, shall have the right to conduct audits of the project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits; performance audits and final audits. Contractor agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP).
3. Contractor's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the project. Records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the project. these records must retained by the Contractor for three (3) years following final payment under this agreement.
4. Contractor must use the funds in the most cost-effective manner. Contractor will also use the funds in the most cost-effective manner when the funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.
5. City's employees, officers, councilmembers, board members, agents, or consultants (a City Party) are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a City Party; (b) any member of a City Party's immediate family; (c) a partner of a City Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.
6. LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of the Contractor and its subcontractors related to the project, and shall be allowed to interview any employee of the Contractor and its subcontractors through final payment to the extent reasonably practicable.
7. LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the office of the Contractor and its subcontractors; shall have access to all necessary records, including reproduction at no charge to LACMTA; and shall be provided adequate and appropriate work space in order to conduct audits.
8. When business travel associated with the project requires the use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.
9. Contractor shall ensure that all communication materials contain recognition of LACMTA's contribution to the project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this agreement. Contractor shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.
10. Communications materials include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites, radio and public service announcements, electronic media, and construction site signage. A more detailed definition of communications materials can be found in the Funding Recipient Communications Guidelines.

---

## APPENDIX G: REQUIRED GRANT PROVISIONS AND CERTIFICATIONS

---

11. The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up to use is included in the Funding Recipient Communications Guidelines.
12. Contractor shall ensure that any subcontractor, including but not limited to, public relations, public affairs, and/or marketing firms hired to produce project communications materials for public and external purposes will comply with the requirements contained in section.
13. Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Contractor under or in connection with any work performed by or service provided by Contractor, its officers, agents, employees, and subcontractors under this agreement. Contractor shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents, and employees harmless from and against any suits and causes of actions, claims, losses, liabilities, damages, costs and expenses, including without limitation, any costs or liabilities on account of bodily injury, death, or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to acts related to the project or this agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this agreement.
14. Contractor shall comply with and ensure that work performed under this agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Contractor acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, and local laws and regulations, and LACMTA requirements including any amendments thereto.

### ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM GRANT PROVISIONS

During the performance of the agreement, the selected Contractor and any subcontractors will agree to comply with the following Required Federal Clauses and Certification provisions. The required certifications that need to be completed and submitted as part of your proposal are at the end of this document. The following requirements apply to all contracts and subcontracts.

1. Domestic Preference for Procurements – 2 CFR 200.322

Contractor should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This section must be included in all subawards, contracts, and purchase orders.

2. Procurement of Recovered Materials – 2 CFR 200.323

Procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

3. Termination for Cause and Convenience – 2 CFR Part 200 Appendix II (B)

All contracts and subcontracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

---

## APPENDIX G: REQUIRED GRANT PROVISIONS AND CERTIFICATIONS

---

- a) Termination for Convenience (General Provision) The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same and dispose of it in the manner the City directs.
- b) Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be in effect by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c) Opportunity to Cure (General Provision) The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If the Contractor fails to remedy to the City's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

- d) Waiver of Remedies for any Breach In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.
  - e) Termination for Convenience (Professional or Transit Service Contracts) The City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
  - f) If, after serving a notice of termination for default, the City determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
4. Civil Rights Requirements and Equal Employment Opportunity Clause
- a) *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C., 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.6102, Section 202 of the Americans with Disabilities Act of 1990, and 42 U.S.C. 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements DOE may issue.
  - b) *Equal Employment Opportunity* - 41 CFR 60-1.4(a)- Government Contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts and subcontracts (and modifications thereof if not included in the original contract). During the performance of this contract, the contractor and its subcontractors agrees as follows:
    - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take

---

## APPENDIX G: REQUIRED GRANT PROVISIONS AND CERTIFICATIONS

---

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iv. The contractor will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 5. Rights to Inventions Made Under a Contract or Agreement – 2 CFR Part 200 Appendix II (F)

---

## APPENDIX G: REQUIRED GRANT PROVISIONS AND CERTIFICATIONS

---

If the Federal award meets the definition of "funding Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act / Federal Water Pollution Control Act – 2 CFR Part 200 Appendix II (G)

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Davis-Bacon Act - 2 CFR Part 200 Appendix II (D)

All prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR is required to pay wages not less than once a week. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The City will report all suspected or reported violations to the FEDERAL AWARING AGENCY.

Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. The current Federal Wage Decision is the one in effect 10-days prior to the bid opening date and can be found online at <https://sam.gov/content/wage-determinations>. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations.

Bidders must have an active SAM.gov registration to be considered eligible to be awarded a construction contract for this federally funded project. The regulations at 2 CFR Part 180 restrict awards, sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assisted program, project, or activities. Contractors that have been debarred and are listed on the federal Systems for Awards Management found at SAM.gov, will not be eligible to be awarded and receive payment for services for this federally funded project.

This clause flows down to and must be incorporated into any applicable subcontracts. Contractor must post in a prominent and accessible place the wage determinations and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects. Weekly certified payrolls must be submitted electronically as part of the compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

CONTRACTOR must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City will report all suspected or reported violations to the FEDERAL AWARING AGENCY.

8. Contract Work Hours and Safety Standards Act - 2 CFR Part 200 Appendix II (E)

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) for all mechanics and laborers employed by the Contractor or subcontractor in the performance of any part of the work under the agreement.

---

## APPENDIX G: REQUIRED GRANT PROVISIONS AND CERTIFICATIONS

---

### 9. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services – 2 CFR 200.216

Contractor is prohibited from expending grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- c) Telecommunications or video surveillance services provided by such entities or using such equipment;
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- e) Covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### 10. Debarment and Suspension – 2 CFR Part 200 Appendix II (I) – **Certification Required**

Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for the purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 11. Byrd Anti-Lobbying Amendment – 2 CFR Part 200 Appendix II (J) – **Certification Required**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

---

**APPENDIX G: REQUIRED GRANT PROVISIONS AND CERTIFICATIONS**

---

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

---

APPENDIX G: REQUIRED GRANT PROVISIONS AND CERTIFICATIONS

---

**Certification for Suspension and Debarment**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION

***(To be submitted with all bids exceeding \$25,000)***

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

Signature of Contractor's Authorized Official \_\_\_\_\_

Name of Contractor's Authorized Official \_\_\_\_\_

Title of Contractor's Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

---

APPENDIX G: REQUIRED GRANT PROVISIONS AND CERTIFICATIONS

---

**Byrd Anti-Lobbying Amendment Certification**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND  
COOPERATIVE AGREEMENTS

***(To be submitted with each bid or offer exceeding \$100,000)***

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]*

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official \_\_\_\_\_

Name of Contractor's Authorized Official \_\_\_\_\_

Title of Contractor's Authorized Official \_\_\_\_\_

Date \_\_\_\_\_



**CITY OF EL MONTE**  
*PUBLIC WORKS & UTILITIES DEPARTMENT*  
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 11, 2026

January 26, 2026

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 COUNTY OF LOS ANGELES FOR COURT-REFERRED COMMUNITY SERVICE PROGRAM COMMUNITY SERVICE REFERRAL AGENCY MONITORING AGREEMENT FOR A TWO (2) YEAR TERM**

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

1. Consider and approve an Agreement with the County of Los Angeles through its agent the Los Angeles County Development Authority for the Court-Referred Community Service Program Community Service Referral Agency Monitoring Agreement for a two (2) year term; and
2. Authorize the City Manager, or her designee, to execute the Agreement.

**BACKGROUND**

Community service is a court-ordered alternative sentencing option that may be imposed in lieu of fines and/or certain qualifying offenses. Individuals ordered to complete community service are referred by the Superior Court to approved programs to fulfill their required hours.

On August 1, 2017, the Los Angeles County Board of Supervisors (the "Board") approved the creation of the Court-Referred Community Service (CRCS) Monitoring Program (the "CRCS Monitoring Program") to establish Countywide standards and oversight for court-referred community service programs utilized by the Superior Court of California, County

of Los Angeles. The action was jointly recommended by the Countywide Criminal Justice Coordination Committee and the Community Development Commission (CDC).

The City of El Monte (the City) operates a court-referred community service program, known as the El Monte C.A.R.E.(Cleaning and Rejuvenating El Monte) Program (the "Program"), which provides eligible participants the opportunity to complete court-ordered community service hours through supervised assignments that support City maintenance and beautification efforts.

Participation in the Program is limited to individuals who meet eligibility requirements established by the City and the Court. Participants are screened prior to placement and are assigned work based on availability, suitability, and Program capacity. All participants perform community service under the supervision of City staff and are required to comply with established Program rules, safety standards, and conduct expectations.

As part of Program administration, the City collects standard registration fees, verifies completion of service hours, and issues completion documentation to the Court in accordance with Court requirements. Detailed Program rules, eligibility criteria, and operational procedures are maintained by the City and provided to participants as part of the registration process.

Approval of the proposed Agreement will formally align the City's C.A.R.E. Program with the County's CRCS Monitoring Program, ensuring consistency with County standards and Court expectations for oversight, accountability, and documentation.

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

At the time of the Board's approval, there were no state or local regulatory requirements governing court-referred community service referral agencies, and no formal oversight structure in place. The Court estimated that approximately 80,000 individuals per year perform community service through court referrals across multiple courthouses Countywide.

The CRCS Monitoring Program was established to ensure program consistency, accountability, and consumer protection by standardizing referral agency requirements, monitoring compliance, and preventing fraudulent or inconsistent practices. The Court formally requested County assistance in implementing this oversight framework, as trial court resources are not permitted to be used for such administrative functions.

The CDC was selected to administer the CRCS Monitoring Program due to its experience overseeing similar programs and its demonstrated capacity to manage compliance, reporting, and coordination with the Court and participating jurisdictions.

Approval of the recommended Agreement will allow the City to formally participate in and align with the County's CRCS Monitoring Program framework and ensure consistency with County and Court requirements related to court-referred community service activities.

### **FISCAL IMPACT/FINANCING**

Approval of the proposed Agreement will have no direct fiscal impact to the City and will allow the continued administration of court-referred community service operations under a standardized County framework. The Program also provides a community benefit by supporting routine maintenance and beautification activities that supplement ongoing Public Works efforts.

### **STRATEGIC PLAN 2023 IMPLEMENTATION**

The recommended action will further the City's Strategic Plan Goal 4: Improve Infrastructure/City Fleet and City-Wide Sustainability.

### **CONCLUSION**

Staff recommends that the City Council approve an Agreement with the County of Los Angeles for Court-Referred Community Service Program Community Service Referral Agency Monitoring Agreement for a two year (2) term.

Respectfully submitted,



ALMA K. MARTINEZ  
City Manager



JERRY MORENO  
Public Works & Utilities Director

Attachment(s):

- Attachment 1 – The County Of Los Angeles Court- Referred Community Service Program  
Community Service Referral Agency Monitoring Agreement
- Attachment 2 – County of Los Angeles Court- Referred Community Service Program  
(CRCS) Policies And Procedures

DATE: FEBRUARY 11, 2026
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



# **CITY OF EL MONTE**

*PUBLIC WORKS DEPARTMENT*  
CITY COUNCIL AGENDA REPORT

## **ATTACHMENT 1**

### **COUNTY OF LOS ANGELES AGREEMENT**

**THE COUNTY OF LOS ANGELES**  
**COURT-REFERRED COMMUNITY SERVICE PROGRAM**  
**COMMUNITY SERVICE REFERRAL AGENCY MONITORING AGREEMENT**

This Community Service Referral Agency Monitoring Agreement ("Agreement") is made by and between the County of Los Angeles ("County"), through its agent the Los Angeles County Development Authority ("LACDA"), and

\_\_\_\_\_ ,  
a Community Service Referral Agency ("CSRA"). All references to the County shall also refer to the LACDA. The County and the CSRA shall be referred to as the "Party" or "Parties."

**WHEREAS**, pursuant to a Memorandum of Understanding, effective November 15, 2017, between the County, acting by and through its agent the LACDA, and the Superior Court of California, County of Los Angeles ("Court") for administration and monitoring services in support of the Court-Referred Community Service Program ("CRCS").

**WHEREAS**, the County has reviewed the CSRA's Application for CRCS approval and found that the CSRA meets the standards set forth in the County's CRCS Policies and Procedures ("CRCS Policies and Procedures"), and may provide its community service referral services in accordance to and upon execution of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein the Parties hereto agree as follows:

**1.0 TERM**

1.1 This Agreement shall become effective upon execution of all Parties and shall remain in full force for a period of two (2) years, provided that the CSRA operates in compliance with all requirements stipulated in the CRCS Policies and Procedures and this Agreement.

1.2 This Agreement shall remain in effect until further notice is given to the CSRA. This Agreement may be revised by the County from time to time. In such event, the CSRA and the County shall promptly execute a revised Agreement.

1.3 This Agreement may be extended for an additional two (2) years, at the sole discretion of the County and only pursuant to an amendment to this Agreement.

## **2.0 COUNTY CONTRACT ADMINISTRATOR**

The County Contract Administrator shall be the LACDA's Executive Director or designee. Any designation of all or part of the responsibilities of the County Contract Administrator shall be in writing and shall be sent to the County Contract Representative, Los Angeles County Development Authority, Traffic Administration Services, 700 West Main Street, Alhambra, California 91801.

The Contract Administrator shall have full authority to act for and on behalf of the County regarding this Agreement.

## **3.0 CONTRACT REPRESENTATIVES**

3.1 **County Contract Representative.** The County Contract Representative shall be the Program Director of LACDA's Traffic Administration Services ("TAS") or his or her designee. Any designation of all or part of the responsibilities of the County's Contract Representative shall be in writing and shall be sent to the Contract Administrator (Los Angeles County Development Authority, Traffic Administration Services, 700 West Main Street, Alhambra, California 91801) and the CSRA Contract Representative as specified in Section 3.2. The County Contract Representative shall have full authority to act for and on behalf of the County regarding this Agreement.

3.2 **CSRA Contract Representative.** The CSRA Contract Representative shall be either the Executive Director or Chief Executive Officer of the CSRA, or his or her designee. All notices and correspondence to the CSRA Contract Representative shall be sent to the following address:

Any designation of all or part of the responsibilities of the CSRA Contract Representative shall be in writing and be sent to the County Contract Administrator and the County Contract Representative. The CSRA

Contract Representative shall have full authority to act for and on behalf of the CSRA regarding this Agreement.

**4.0 ADHERENCE TO CRCS POLICIES AND PROCEDURES**

- 4.1 The CSRA acknowledges that it has read and thoroughly understands the rules and requirements stipulated in the CRCS Policies and Procedures, and that it shall adhere to them.
- 4.2 The CSRA acknowledges that the CRCS Policies and Procedures may be periodically revised and amended by the County as needed, and that it is the responsibility of the CSRA to review and become familiar with the CRCS Policies and Procedures as needed and whenever the CRCS Policies and Procedures have been revised and amended.
- 4.3 The CSRA shall comply with all requirements stipulated in this Agreement and with all the requirements stipulated in the CRCS Policies and Procedures. The CSRA acknowledges that failure to comply with this Agreement or the CRCS Policies and Procedures may result in disciplinary action, up to and including the CSRA being removed from CRCS and the County's CRCS List of approved CSRAs ("CSRA List").
- 4.4 The CSRA assumes full responsibility for all fraud or other willful misconduct, including the sale of community service completion certificates (in violation of Section 134 of the California Penal Code), committed by the CSRA and/or an employee of the CSRA.
- 4.5 The CSRA certifies that its management or other staff involved in their community service referral operations do not include persons or entities having a felony conviction or conviction of any crime of moral turpitude.
- 4.6 The CSRA shall notify the County within five (5) business days of knowledge of any legal action filed against the CSRA, its owners, officers, administrators, or any staff that relates to or might concern the operation of the CSRA, as per Section 19.0 of the CRCS Policies and Procedures.
- 4.7 If the CSRA wishes to request an administrative conference with the County to discuss matters regarding CRCS compliance, the CSRA shall submit a written request for an administrative conference to the County.

**5.0 501(C)(3) NON-PROFIT STATUS**

- 5.1 The CSRA shall retain and provide for the County proof that it is a 501(c)(3) non-profit organization – as defined by the Internal Revenue Code – that has been in operation and in good standing for a minimum of two (2) years as a 501(c)(3) non-profit organization prior to their application for CRCS approval.
- 5.2 The CSRA shall notify the County immediately if its status as a 501(c)(3) non-profit organization has either been suspended or revoked.
- 5.3 This Section does not apply to public agencies (i.e. local government agencies) providing community service referral services.

**6.0 AVAILABILITY UPON EXECUTION OF AGREEMENT**

The CSRA shall be ready to commence or, if previously approved, continue its community service referral operations in accordance with CRCS Policies and Procedures upon execution of this Agreement.

**7.0 SURETY BOND**

Pursuant to Section 17 of the CRCS Policies and Procedures, within ten (10) business days from the execution of this Agreement, the CSRA shall procure and keep current an acceptable surety bond in the amount of \$25,000 (twenty-five thousand dollars), naming the CSRA as the principal, and the County and the Court as obligees. No additional obligees may be added to this surety bond.

**8.0 MONITORING**

- 8.1 The CSRA shall allow the County access to physically inspect all CSRA locations involved in the processing of defendants for community service and where records pertaining to the CSRA's community service referral operations are stored, with or without prior notification.
- 8.2 The CSRA shall allow the County access to all CSRA records in all formats (e.g. hardcopy, electronic) pertaining to its community service referral operations, and shall furnish copies of its CSRA records upon request from the County.
- 8.3 The CSRA acknowledges and is aware that the County may forward information to the Court or law enforcement should the County detect any

fraudulent or criminal activity committed by the CSRA, or upon request from the Court or law enforcement.

- 8.4 **Quarterly Reports:** The CSRA shall submit to the County CSRA Quarterly Reports, as stipulated in Section 21.3 of the CRCS Policies and Procedures, in a timely manner.

## **9.0 INDEMNIFICATION**

The CSRA shall indemnify, defend, and hold harmless the Court, the County and the LACDA (collectively referred to in this Section as "Public Agencies"), and each of their officers, officials, representatives, employees, and agents (collectively referred to in this Section as "Agents") from and against any and all liability, demands, damages, claims, causes of action, fees, and legal costs, and expenses (including reasonable attorney's fees, expert witness' fees and legal costs), included, but not limited to, claims for bodily injury, property damage, and death (collectively referred to in this Section as "Liabilities"), arising from or connected with the CSRA's acts, errors, and/or omissions arising from and/or relating to its community service referral operations. The CSRA shall not be required to indemnify, defend, and hold harmless the Public Agencies and their Agents from any Liabilities that arise from the sole negligence or willful misconduct of the Public Agencies. These indemnification provisions shall remain in full force and effect and survive the termination of the CSRA's participation in CRCS.

## **10.0 TERMINATION**

### **10.1 Termination for Convenience**

10.1.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole direction, to be in its best interest. Termination of this agreement and the CSRA's CRCS-approval status shall be affected by notice of termination to the CSRA Contract Representative specifying the extent to which performance of work is terminated. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice has is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the County, the CSRA shall:
- i. Stop processing any new Court defendants for any type of Court-ordered community service/community labor (including Caltrans);

- ii. Discontinue providing services as a CRCS-approved CSRA; and
- iii. As directed by the County, provide the County with a complete listing of defendants processed by the CSRA whose community service is still pending completion, along with information regarding each defendant's community service referral or progress.

## 10.2 Termination for Default

10.2.1 The County may, by written notice to the CSRA Contract Representative, terminate the whole or part of this Agreement, if, in the judgement of the County's Contract Administrator:

10.2.1.1 CSRA has materially breached this Agreement; or

10.2.1.2 CSRA fails to satisfactorily conduct its community service referral operations in accordance with either the CRCS Policies and Procedures or this Agreement; or

10.2.1.3 CSRA fails to demonstrate a high probability of conducting its community service referral operations in compliance with the CRCS Policies and Procedures, or any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward correcting non-compliance to either this Agreement or the CRCS Policies and Procedures within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

10.2.2 In the event that the County terminates this Agreement in whole or in part as provided in Section 10.2.1, the CSRA shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section.

10.2.3 If, after the County has given notice of termination under the provisions of Section 10.2 (Termination for Default) it is determined by the County that the CSRA was not in default under the provisions of Section 10.2 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10.1 (Termination for Convenience).

10.2.4 The rights and remedies of the County provided in this Section 10.2 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**10.3 Termination for Serious or Repeated Non-Compliance with CRCS Policies and Procedures**

10.3.1 The County may, by written notice to the CSRA Contract Representative, terminate the whole or any part of this Agreement, if the County has found the CSRA to have seriously or repeatedly violated CRCS Policies and Procedures. Termination of this agreement and the CSRA's CRCS-approval status shall be affected by notice of termination to the CSRA Contract Representative specifying the extent to which performance of work is terminated. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice has is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the County, the CSRA shall:
- i. Stop processing any new Court defendants for any type of Court-ordered community service/community labor (including Caltrans);
  - ii. Discontinue providing services as a CRCS-approved CSRA; and
  - iii. As directed by the County, provide the County with a complete listing of defendants processed by the CSRA whose community service is still pending completion, along with information regarding each defendant's community service referral or progress.

**10.4 Termination for Insolvency**

10.4.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

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

- B. The filing of a voluntary or involuntary petition regarding the CSRA under the Federal Bankruptcy Code;
- C. The appointment of a Receiver or Trustee for the CSRA; or
- D. The execution by the CSRA of a general assignment for the benefit of creditors.

10.4.2 The rights and remedies of the LACDA provided in this Section 10.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 10.5 Termination for Improper Consideration

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

10.5.2 The CSRA shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County Contract Representative or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

## 11.0 BOARD-MANDATED CLAUSES

11.1 **WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:** The CSRA acknowledges that the County of Los Angeles (County) has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CSRA's

duty under this Agreement to comply with all applicable provisions of law, the CSRA warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**11.2 TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:** Failure of the CSRA to maintain compliance with the requirements set forth in Section 11.1 (Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under Section 10.2. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the CSRA to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Section 10.2 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

**11.3 CONFLICT OF INTEREST:**

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

B. The CSRA shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The CSRA warrants

that it is not now aware of any facts that create a conflict of interest. If the CSRA hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Agreement.

**11.4 CSRA RESPONSIBILITY AND DEBARMENT:**

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the policy of the County to conduct business only with responsible contractors.
  
- B. The CSRA is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the CSRA on this or other contracts/agreements which indicate that the CSRA is not a responsible Contractor, the County may, in addition to other remedies provided in the Agreement, debar the CSRA from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the CSRA may have with the County.
  
- C. The County may debar a CSRA, contractor, consultant, vendor, or operating agency if the Board of Supervisors finds, in its discretion, that the CSRA has done any of the following: 1) violated any term of a contract with the County, or a nonprofit corporation created by the County; 2) committed any act or omission which negatively reflects on the CSRA's quality, fitness or capacity to perform a contract/agreement with the County or any other public entity, or a nonprofit corporation created by the

County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County, or any other public entity.

- D. If there is evidence that the CSRA may be subject to debarment, the County will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the CSRA of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CSRA and/or the CSRA's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The CSRA and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. If a CSRA has been debarred for a period longer than five (5) years, that CSRA may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or

management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the CSRA has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- J. SUBCONTRACTORS OF CONTRACTOR: These terms shall also apply to subcontractors of County contractors.

**11.5 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME:** The CSRA shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit (EIC) under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**11.6 COUNTY'S QUALITY ASSURANCE PLAN:** The County or its agent(s) will monitor the CSRA's performance under this Agreement on not less

than an annual basis. Such monitoring will include assessing the CSRA's compliance with all Agreement terms and conditions and performance standards. CSRA deficiencies which the County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the CSRA. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

**11.7 CSRA USE OF RECYCLED BOND PAPER:** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the CSRA agrees to use recycled-content paper to the maximum extent possible on this Agreement.

**11.8 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS:**

A. Should the CSRA require additional or replacement personnel after the effective date of this Agreement, the CSRA shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CSRA's minimum qualifications for the open position. For this purpose, consideration shall mean that the CSRA will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the CSRA. CSRAs shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and the Department of Public Social Services will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**11.9 COMPLIANCE WITH JURY SERVICE PROGRAM:**

11.9.1 Unless the CSRA has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or

that the CSRA qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CSRA shall have and adhere to a written policy that provides that its Employees shall receive from the CSRA, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CSRA or that the CSRA deduct from the Employee's regular pay the fees received for jury service.

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

11.9.3 If the CSRA is not required to comply with the Jury Service Program when the Agreement commences, the CSRA shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CSRA shall immediately notify the County if the CSRA at any time either comes within the Jury Service Program's definition of "contractor" or if the CSRA no longer qualifies for an exception to the Jury Service Program. In either event, the CSRA shall immediately implement a written policy consistent with the Jury Service

Program. The County may also require, at any time during the Agreement and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the CSRA either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the CSRA continues to qualify for an exception to the Jury Service Program.

11.9.4 The CSRA's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**11.10 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:** The CSRA shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit A, Safely Surrendered Baby Law of this Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

**11.11 CSRA'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:** The CSRA acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CSRA understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit A, in a prominent position at the contractor's place of business. The CSRA will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).



The undersigned parties agree to the terms and conditions of this Court-Referred Community Service Program Community Service Referral Agency Monitoring Agreement.

\_\_\_\_\_  
Name of CSRA

\_\_\_\_\_  
Printed Name of CSRA Executive Director/  
CEO/Program Manager

\_\_\_\_\_  
Signature of CSRA Executive Director/  
CEO/Program Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date

**The County of Los Angeles**

\_\_\_\_\_  
Executive Director  
Los Angeles County Development Authority

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**EXHIBIT A  
INSURANCE REQUIREMENTS  
COMMUNITY SERVICE REFERRAL AGENCY  
MONITORING AGREEMENT**

**1.0 INSURANCE**

Without limiting the Community Service Referral Agency's (CSRA) indemnification of the Los Angeles County Development Authority (LACDA), the County, and the Superior Court of California (herein after referred to as the Public Agencies), and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the CSRA shall provide and maintain at its own expense insurance coverage satisfying the requirements specified and established herein in this Exhibit A, Insurance Requirements of this Community Service Referral Agency Monitoring Agreement. 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 the CSRA pursuant to this Agreement. The LACDA in no way warrants that the Required Insurance is sufficient to protect the CSRA for liabilities which may arise from or relate to this Agreement.

**1.1 Commercial General Liability Insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the Public Agencies, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

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

**1.2 Certificate of Insurance Coverage:**

1.2.1 Certificate(s) of Insurance Coverage ("Certificate") satisfactory to LACDA, and a copy of an Additional Insured endorsement confirming LACDA and its Agents (defined below) has been given Insured status under the CSRA's General Liability policy, shall be delivered to LACDA at the address shown below and provided prior to commencing services under this Agreement.

1.2.2 Renewal Certificates shall be provided to LACDA not less than ten (10) days prior to the CSRA's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required CSRA's and/or Sub-Contractor insurance policies at any time.

1.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement 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 CSRA's identified as the contracting party in this Agreement. All certificates of insurance and endorsements shall carry the following identifier:

**[CSRA NAME]**

**RE: Community Service Referral Agency Monitoring Agreement**

1.2.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars and list any LACDA required endorsement forms.

1.2.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the CSRA, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County Development Authority  
Traffic Administration Services  
700 W. Main Street, Alhambra, CA 91801  
Attention: Barbara F. Boulet, Program Director

The Superior Court of California, County of Los Angeles  
Court Counsel  
111 North Hill Street, Suite 546  
Los Angeles, CA 90012

**1.3 Notices of Injury or Damage or Destruction**

The CSRA also shall promptly report to LACDA any injury or property damage accident or incident, including any injury to a CSRA employee occurring on LACDA property, and any loss, disappearance, destruction, misuse, or theft of LACDA property, monies or securities entrusted to the CSRA. The CSRA also shall promptly notify LACDA of any third party claim or suit filed against the CSRA or any of its sub-contractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against the CSRA and/or LACDA.

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

The Public Agencies and their Agents shall be provided additional insured status under the CSRA's General Liability policy with respect to liability arising out of the CSRA's ongoing and completed operations performed on behalf of the Public Agencies. The Public Agencies and their Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CSRA's acts or omissions, whether such liability is attributable to the CSRA's or to the Public Agencies. The full policy limits and scope of protection also shall apply to the Public Agencies and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional

insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### **1.5 Cancellation of or Change to Maintain Insurance**

The CSRA's shall provide LACDA with, or the CSRA's insurance policies shall contain a provision that LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Agreement.

### **1.6 Failure to Maintain Insurance**

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

### **1.7 Contractor's Insurance Shall Be Primary**

The CSRA's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to the CSRA's. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CSRA coverage.

### **1.8 Insurance Specifics**

#### **1.8.1 Waivers of Subrogation**

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

#### **1.8.2 Sub-Contractor Insurance Coverage Requirements**

The CSRA shall include all Sub-Contractors as insureds under the CSRA's own policies or shall provide LACDA with each Sub-Contractor's separate evidence of insurance coverage. The CSRA's shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the LACDA and the CSRA's as additional insureds on the Sub-Contractor's General Liability policy. The CRA shall obtain LACDA's prior review and

approval of any Sub-Contractor request for modification of the Required Insurance.

#### **1.8.3 Deductibles and Self-Insured Retentions (SIRs)**

The CSRA's policies shall not obligate the LACDA to pay any portion of any of the CSRA's deductible or SIR. The LACDA retains the right to require the CRA to reduce or eliminate policy deductibles and SIRs as respects the LACDA, or to provide a bond guaranteeing the CSRA'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.

#### **1.8.4 Claims Made Coverage**

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

#### **1.8.5 Application of Excess Liability Coverage**

The CSRA's 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.

#### **1.8.6 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.

#### **1.8.7 Alternative Risk Financing Programs**

The LACDA reserves the right to review, and then approve, the CSRA's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The Public Agencies and their Agents shall be designated as an Additional Covered Parties under any approved program.

### **1.9 LACDA Review and Approval of Insurance Requirements**

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

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe.org](http://www.babysafe.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

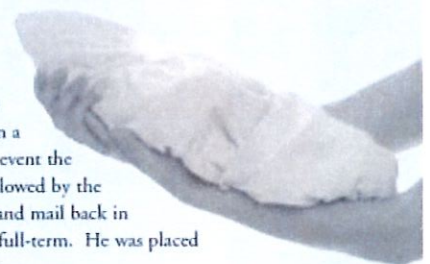
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuártel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

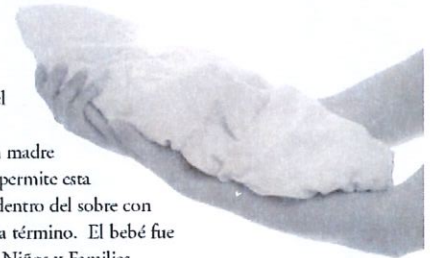
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





**CITY OF EL MONTE**  
*PUBLIC WORKS DEPARTMENT*  
CITY COUNCIL AGENDA REPORT

**ATTACHMENT 2**

**CRCS POLICIES AND PROCEDURES**

**COUNTY OF LOS ANGELES  
COURT-REFERRED COMMUNITY SERVICE PROGRAM (CRCS)  
POLICIES AND PROCEDURES**

**1.0 Background and Purpose:** On August 1, 2017, the Board of Supervisors (Board) of the County of Los Angeles (County) approved a motion authorizing the creation of the Court-Referred Community Service (CRCS) Program for the Superior Court of California, County of Los Angeles (Court). This motion was a joint recommendation by the County, acting by and through its agent the Community Development Commission of the County of Los Angeles, now referred to as the Los Angeles County Development Authority (LACDA), and the Court to fulfill a critical need for community service program oversight. All references to the County shall also refer to the LACDA, acting as the agent of the County. The County shall establish uniform rules and program oversight over the various Community Service Referral Agencies (CSRAs) providing service to Court defendants; create a unified list of program-approved CSRAs to be utilized throughout the County; and establish a robust and proactive monitoring program to ensure that all participating CSRAs operate in compliance with the established CRCS policies and procedures.

**2.0 Definitions:**

- 2.1 The State of California (State) is a state in the Pacific region of the United States of America (United States). It is the most populous state in the United States and the third largest in area.
- 2.2 The County of Los Angeles (County) is one of the State's original 27 counties and has the largest population of any county in the nation - nearly 10 million residents who account for approximately 27% of California's population. The County is charged with providing numerous services that affect the lives of all residents, including (but not limited to) code and law enforcement, tax collection, public health protection, public social services, elections, and flood control.
- 2.3 The Countywide Criminal Justice Coordination Committee (CCJCC) is an advisory body established in 1981 by the Board of Supervisors of the County of Los Angeles. The 59-member committee brings together virtually all the top leaders in criminal justice and local government to form a unique policy-level forum whose overall purpose is to strengthen interagency coordination, communication, and cooperation.
- 2.4 Superior Court of California, County of Los Angeles (Court) is one of the Superior Court of California's trial courts located in the State's 58 counties. The Court serves the people of the County with courtrooms spread throughout the 4000 square mile county - from Pomona to Santa Monica and from Lancaster to Long Beach.
- 2.5 The Los Angeles County Development Authority (LACDA) is administering CRCS, on behalf of the County.

- 2.6 Court Volunteer is a defendant ordered by the Court to perform community service in lieu of all or a part of a fine or incarceration for infractions, misdemeanors, and felonies.
- 2.7 CSRA is a non-profit organization that provides community service referral services to Court defendants ordered to complete a specified number of hours of community service in lieu of paying a fine or incarceration. The CSRA may only assign Court Volunteers with Service Providers (see Section 2.8) that the CSRA has established a partnership agreement with that, at a minimum, meets the guidelines set forth in these CRCS Policies and Procedures. CSRAs are independent agencies that are not a part of or officially affiliated with the County or Court. Likewise, CSRA staff are not employees, officers, or agents of the County or Court.
- 2.8 Service Provider is a 501(c)(3) non-profit organization that provides community service assignments to Court Volunteers referred by CRCS-approved CSRAs. Regarding community service performed within the County, CSRAs may only refer Court Volunteers to Service Providers with which they have established a partnership agreement. The partnership agreement, at a minimum, must meet the guidelines set forth in these CRCS Policies and Procedures. CSRAs may partner with Service Providers located anywhere in the United States provided that the CSRA and Service Provider operate in full compliance with these Policies and Procedures.
- 2.9 CRCS List of Approved CSRAs (CSRA List) provides the Court, Court customers, and the public with a list of County approved CSRAs that are to provide services to the Court Volunteers through its Service Providers. The CSRA List is a publication maintained by the County and is updated as needed to provide an accurate list. The CSRA List is distributed to the Court and made available to the public via the Internet at <http://www.lacommunityservice.com>, which is owned and operated by the County. Pursuant to the Court's Local Court Rule 8.22, the Court shall use the CSRA List when referring Court Volunteers to community service. Except as provided in Local Court Rule 8.22, the Court shall require community service to be performed through a CSRA that appears on the most current version of the CSRA List.

### **3.0 Policies and Regulation Compliance:**

- 3.1 CRCS Policies and Procedures Compliance: Each CSRA – and by extension, the CSRA's partnering Service Providers (including out-of-County Service Providers and referral agencies the CSRA assigns Court Volunteers to) – shall follow the most current CRCS Policies and Procedures set forth by the County. The County may change or modify the CRCS Policies and Procedures at any time at its discretion to further CRCS program goals. The County shall publish and announce all changes to the CRCS Policies and Procedures to the Court and to all approved CSRAs electronically (via e-mail) and via postal mail.

3.2 Local, State, and Federal Law Compliance:

- A. Each CSRA – and by extension, the CSRA’s partnering Service Providers (including out-of-County Service Providers and referral agencies the CSRA assigns Court Volunteers to) – shall comply with all applicable State, and Federal laws, and all local laws and regulations. CSRAs shall also provide verification of compliance with such specific laws and ordinances within 14 days from the date of request from the County, the Court, or any law enforcement organization.
  
- B. Compliance With New Laws and Regulations: Depending on the nature or extent of new applicable State, Federal, or local laws and regulations, the County may grant a time extension for the CSRA and its partnering Service Providers to comply with new laws and ordinances, provided that the CSRA respond to the request for verification of compliance from the County, Court, or law enforcement within the 14 business day deadline stating that (1) they are aware of the new laws and regulations; (2) are in the process of bringing their operations to compliance with the new laws and regulations; and (3) request a reasonable time extension to accommodate their compliance efforts.

4.0 Community Service Standards:

- 4.1 Court-ordered community service must be performed through a Service Provider that is non-profit under 501(c)(3) of the Internal Revenue Code. Each CSRA that partners with a Service Provider for Court Volunteer assignment purposes is responsible for verifying the 501(c)(3) non-profit status of each of their partnering Service Providers. CSRAs shall also keep on file documents verifying the 501(c)(3) non-profit status of each of their partnering Service Providers.
  
- 4.2 Quid Pro Quo Prohibited: Partnerships between CSRAs and Service Providers must be mutually voluntary and free of any *quid pro quo* arrangements. This includes, but is not limited to, the exchange of any compensation or gifts – monetary or non-monetary – for Court Volunteer referrals/assignments.
  
- 4.3 In-County CSRA/Service Provider Partnership Agreement Required: The CSRA shall establish and execute with each partnering Service Provider within the County a Partnership Agreement (Partnership Agreement) in order to assign Court Volunteers to community service. The Partnership Agreement must include clauses requiring Service Providers to operate in compliance with these CRCS Policies and Procedures. The Partnership Agreement must also require the Service Provider to maintain commercial general liability insurance and provide proof of this insurance coverage. The Partnership Agreement shall be amendable in order to incorporate any changes made to the CRCS Policies and Procedures that would apply to the Service Provider. As part of the CSRA Application for CRCS approval, the CSRA shall provide to the County a boilerplate copy of

its Partnership Agreement. **Under no circumstances shall a CSRA assign a Court Volunteer with an organization or agency within Los Angeles County that the CSRA does not have a fully-executed Partnership Agreement.**

4.4 Court Volunteers may only perform work that benefits a Service Providers' community service operation. It is the responsibility of the CSRA to ensure that Court Volunteers assigned by their agency are **not** assigned to conduct or engage in the following activities as any part of their community service:

- A. Any type of religious, sectarian, or political activities.
- B. Any illegal or immoral activities.
- C. Serve as a staff member of the CSRA or Service Provider.
- D. Conduct tasks of a private or personal nature that does not benefit the CSRA's or Service Provider's community service operation.
- E. Door-to-Door solicitation.
- F. Telemarketing.
- G. Cash handling.
- H. Supervising Service Provider staff or other Court Volunteers.
- I. Operating a motor vehicle, be it owned by the Court Volunteer, the CSRA, the Service Provider, or a rental vehicle. (Court Volunteers may, however, be passengers in vehicles operated by Service Provider staff)
- J. Operating heavy machinery, industrial machinery, construction machinery, machine tools, or any power tools.
- K. Handling hazardous and/or toxic materials/substances.
- L. Child care.
- M. Any activity that exposes or requires the Court Volunteer to handle alcoholic beverages or drugs.
- N. Being shared with another Service Provider.
- O. Working in an unauthorized worksite or on an unauthorized assignment.

4.5 CSRA's may NOT assign a Court Volunteer to perform their community service with the following:

- A. Any organization or agency owned, operated, or managed by the Court Volunteer.
- B. The Court Volunteer's employer(s), regardless if the employment is part- or full-time, or on a contractual basis.
- C. Any agency or organization owned or operated by a member of the Court Volunteer's family.
- D. Any agency or organization from which the Court Volunteer or a member of the Court Volunteer's immediate family receives any monetary or non-monetary

compensation, benefits, or services (i.e. an agency where the Court Volunteer's wife is an employee).

4.6 Supervision of Court Volunteers: CSRAs must ensure that Court Volunteers are supervised always by Service Provider staff designated as a Supervisor to the Court Volunteers (Court Volunteer Supervisor). Court Volunteer Supervisors shall ensure that Court Volunteers adhere to safety rules, are provided a safe environment for the Court Volunteers to do their work, and that each Court Volunteer is performing their work assignment(s). Additionally, Court Volunteer Supervisors must ensure that Court Volunteers work no more than nine (9) hours per day, and that Court Volunteers who work five or more hours per day take a half-hour lunch break that does not count toward community service hours. As part of a CSRA's Partnership Agreement with a Service Provider, the Service Provider must provide a list of authorized Court Volunteer Supervisors that includes the Court Volunteer Supervisors' names, titles, and signatures.

4.7 Safety Briefing and Safety Briefing Acknowledgement Form for Court Volunteers:

- A. **Safety Briefing:** CSRAs must ensure that the Service Provider's Court Volunteer Supervisors and/or other staff working with Court Volunteers provide a comprehensive orientation and safety briefing for Court Volunteers prior to starting their community service work (Safety Briefing). The Safety Briefing may be included as part of the hours worked on the first day of service.
- B. **Safety Briefing Acknowledgment Form Template Use:** To ensure that all CSRAs use a properly formatted Safety Briefing Acknowledgment Form, the County shall make available a template of the Safety Briefing Acknowledgment Form, as illustrated in Exhibit A. The CSRA shall use the template and add its name and contact information. The CSRA is encouraged to use their logos to distinguish its form from similar forms used by other CSRAs. Use of Safety Briefing Acknowledgment Forms that do not use the template provided by the County or otherwise significantly deviate from the format illustrated in Exhibit A is prohibited and shall not be approved by the County for use.
- C. **Document Size and Printing:** The Safety Briefing Acknowledgment Form shall be printed on paper no smaller than 8.5"x 11". No more than one (1) form shall be printed on each page.

4.8 Court Volunteer Sign-In Log:

- A. The CSRA shall require each partnering Service Provider to maintain a sign-in log for Court Volunteers who have been assigned to the Service Provider by the CSRA (Court Volunteer Sign-In Log). Other Court Volunteers – including Court

Volunteers referred to the Service Provider by another CSRA – must not sign in on the CSRA’s Court Volunteer Sign-In Log. If a Service Provider employs Court Volunteers referred by more than one (1) CSRA, the Service Provider shall maintain a separate Court Volunteer Sign-In Log for each CSRA and their Court Volunteers.

- B. **Court Volunteer Sign-In Log, Sign-In Log Template Use:** To ensure that all CSRAs use a properly-formatted Court Volunteer Sign-In Log, the County shall make available a template of the log, as illustrated in Exhibit B. The CSRA shall use the template, adding its contact information and any logos used by the CSRA to distinguish its form from similar forms used by other CSRAs. Use of Court Volunteer Sign-In Logs that do not use the template provided by the County, or otherwise significantly deviate from the format illustrated in Exhibit B is prohibited and shall not be approved by the County for use.
- C. **Document Size and Printing:** The Court Volunteer Sign-In Log shall be printed on paper no smaller than 8.5”x 11”. No more than one (1) form shall be printed on each page.

4.9 Accident and Incident Reporting: Service Providers must report all community service-related accidents and incidents to the CSRA within one (1) business day of the accident or incident occurring. CSRAs shall have in effect and enforce policies and procedures for partnering Service Providers to report accident and incidents involving Court Volunteers to the CSRA.

4.10 Unacceptable Service Provider Conduct for Community Service: The following conduct, if committed by the Service Provider, should be considered a serious violation of CRCS Policies and Procedures. Such incidents must be reported by the CSRA to the County within 48 hours of the CSRA being made aware of the conduct:

- A. Signing off on hours that were not completed by the Court Volunteer.
- B. Soliciting, offering, or accepting bribes, money, or other items of value for any reason including, but not limited to, signing off on hours not completed by the Court Volunteer.
- C. Mistreatment of Court Volunteers including, but not limited to, harassment or abuse of any kind.
- D. Charging Court Volunteers any fees for performing community service.
- E. Soliciting donations from Court Volunteers performing community service.
- F. Employing Court Volunteers for any work or activities that would violate Section 4.4.
- G. Exposing Court Volunteers to alcoholic beverages or drugs.

- H. Allowing Court Volunteers to work past their Court due date without a Court-granted extension acknowledged by the CSRA.
- I. Retaining Court Volunteer timesheets past the Court Volunteer's Court due date.
- J. Prematurely destroying, mishandling, or otherwise failing to retain Timesheets or Safety Briefing Acknowledgement Forms for a minimum of five (5) years.
- K. Suspension or removal from anything other than active status from the California Secretary of State (Business Entities) or Department of Treasury (Internal Revenue Service).
- L. Failure to report absence, loss, or suspension of non-profit status pursuant to Section 4.1 to the CSRA.
- M. Continuing to accept or utilize CSRA Court Volunteers despite a loss or suspension of non-profit status pursuant to Section 4.1.
- N. Failure to report an accident or incident to the CSRA on the day of the accident or incident.
- O. Not maintaining the necessary liability insurance, workers' compensation insurance, or any other insurance policies required by law.

4.11 Unacceptable Court Volunteer Conduct for Community Service: The following conduct, if committed by a Court Volunteer, should be considered a severe violation of CRCS Policies and Procedures. Such incidents must be reported by the CSRA to the County within 48 hours of the CSRA being made aware of the conduct:

- A. Soliciting or offering bribes, money, or other items or services of value for any reason – including, but not limited to, having Service Provider staff sign off on hours not actually performed by the Court Volunteer.
- B. Mistreatment of CSRA Staff, Service Provider staff, or other Court Volunteers – including, but not limited to harassment or abuse of any kind. Non-cooperative behavior, such as failure to keep to assigned work schedule, unsatisfactory work performance, tardiness, or other forms of inappropriate behavior.
- C. Being under the influence of drugs or alcohol when reporting or performing community service assignment.
- D. Suspected forgery.
- E. Violence or any physical altercation.

4.12 CSRA-Administered Community Service:

- A. CSRAs that assign Court Volunteers to their own non-profit program(s) shall, as with all partner Service Providers, abide by all provisions in Section 4.0 except for Sections 4.3 and 4.15(A).

- B. **CSRA-Administered Community Service Administrative Information:** CSRAs that assign defendants to their own non-profit program(s) shall maintain as record and submit to the County upon request the following information regarding each of its Court Volunteer-eligible non-profit programs:
1. Name of CSRA Non-Profit Program (ex. School Supply Distribution, Food Bank).
  2. Description of duties/work for Court Volunteers assigned to the Non-Profit Program.
  3. CSRA Non-Profit Program worksite location address(es).
  4. Name and contact information of Manager/Administrator overseeing the CSRA Non-Profit Program. This person must be knowledgeable of and have organizational authority to address any matters relating to the CSRA Non-Profit Program.
  5. Name of secondary/alternate contact for the CSRA Non-Profit Program. This person must be knowledgeable and able to answer questions regarding the CSRA Non-Profit Program.
  6. A list of Court Volunteer Supervisors – pursuant to Section 4.6 – overseeing Court Volunteers assigned to the CSRA Non-Profit Program who are authorized to sign off on timesheets. This list shall include Court Volunteer Supervisor names, titles, and signatures, and shall be updated as needed to reflect any changes in Court Volunteer Supervisor staff.
  7. Proof of the necessary liability insurance, workers' compensation insurance, or any other insurance policies required by law.
- C. Under no circumstances shall a CSRA assign a Court Volunteer to perform any work relating to the CSRA's Court Volunteer referral operations – including, but not limited to, housekeeping, janitorial services, or building maintenance of the CSRA business location where Court Volunteer referral operations take place. Additionally, the CSRA may not assign a Court Volunteer to perform any work near or in the same workspace where Court Volunteer referral operations take place (i.e. office clean-up; filing, scanning, or destruction of Court Volunteer management documents).
- D. **Dedicated Staff/Separate Operations:** The CSRA shall ensure that its community service referral services and its own non-profit community service programs that utilize Court Volunteers are operated separately and independent from one another without any staff working both operations at any capacity. Additionally, if the CSRA operates more than one (1) non-profit community service program that uses Court Volunteers, each of the CSRA's community service programs shall be operated separately with separate staff. Staff supervising and verifying Court Volunteer participation in CSRA-Administered Community Service cannot be

shared with or serve as staff with the CSRA's community service referral operations.

- E. The CSRA shall be responsible for securing its Court Volunteer referral operations and equipment (i.e. stamps, embossers, completion certificates, workstations) from Court Volunteers or any other unauthorized persons.
- F. Consistent with Section 4.10(D), the CSRA shall not charge the Court Volunteer a fee to perform their community service hours with the CSRA's Non-Profit program. This does not preclude a CSRA from charging a Court Volunteer for intake and assignment performed by its community service referral operations.

4.13 Service Provider Stamp:

- A. CSRAs are responsible for ensuring that their partnering Service Providers – regardless of location – and their own non-profit worksites for Court Volunteers each maintain and use a uniquely-designed Service Provider Stamp to verify Court Volunteer community service timesheets, pursuant to Section 6.1. CSRAs shall also maintain and keep current examples of their partnering Service Provider Stamps as reference for timesheet verification.
- B. **Securing Service Provider Stamps:** To help prevent community service fraud or other misuse of the Service Provider Stamp, CSRAs shall require partnering Service Providers to safeguard their Service Provider Stamp(s). Access to the Service Provider Stamp(s) should be restricted to Court Volunteer Supervisors or other staff authorized by the Service Provider to verify and sign off on Court Volunteer timesheets. CSRAs shall also maintain and keep current a list of Court Volunteer Supervisors and other Service Provider staff authorized to sign off and stamp Court Volunteer timesheets.
- C. **Compromised Service Provider Stamp:**
  - 1. Notification of Compromised Service Provider Stamp: CSRAs shall require each partnering Service Provider to provide them notice when a Service Provider Stamp has been lost, stolen, or otherwise compromised on the same day the Service Provider Stamp was discovered to be lost, stolen, or otherwise compromised. If a Service Provider has failed to notify the CSRA of a compromised Service Provider Stamp as described above, the CSRA shall provide notice to the County regarding the Service Provider within 24 hours of the CSRA being made aware of the compromised Service Provider Stamp.

2. Replacement of Compromised Service Provider Stamp: CSRA's shall ensure that their partnering Service Providers replace any compromised Service Provider Stamps with a new Service Provider Stamp pursuant to Section 4.13(A) that is clearly distinct from any previously used Service Provider Stamps, including those which have been compromised.
- D. **Notification of Elective Change of Service Provider Stamp**: CSRA's shall require each partnering Service Provider to provide the CSRA notice within 30 days prior to the Service Provider utilizing a new Service Provider Stamp design made due to change of Service Provider name, changes in Service Provider logo, or reasons other than those specified in Section 4.13(C).
- 4.14 Requests for Information to Service Providers: The Court or County may request information or documents directly from Service Providers for monitoring purposes. Service Providers that fail to comply with information or documentation requests from the Court or the County shall be considered non-compliant and may be subject to disciplinary action, as described in Section 22.5.
- 4.15 CSRA Enforcement of Community Service Standards: At a minimum, CSRA's must implement the following to enforce CRCS Community Service Standards:
- A. **Partnership Agreement Clauses**: Pursuant to Section 4.3, the Partnership Agreement established between the CSRA and the Service Provider must include clauses requiring Service Providers to operate in compliance with these CRCS Policies and Procedures.
  - B. **CSRA Training for Service Providers**:
    1. CSRA's shall administer and require the attendance and participation of partnering Service Provider staff to Court Volunteer Intake Training. This training shall cover CRCS Policies and Procedures regarding Community Service Standards, CSRA protocol regarding the handling of community service-related documentation and information requests (at minimum, Sections 3; 4.1-4.11; 4.13-4.14; 22.4; and 22.5), as well as other CSRA-required practices and standards. The CSRA shall keep a record of attendees to its Service Provider trainings.
    2. At minimum, CSRA's shall administer Court Volunteer intake training to Service Provider staff for the following:
      - a. To train Service Provider staff following the establishment of a partnership with a Service Provider.

- b. To train new Service Provider staff designated to work with, supervise, and/or verify community service hours of Court Volunteers.
- c. To address substantive changes made to CRCS Policies and Procedures that would affect how Service Providers handle Court Volunteers or community service-related documentation.
- d. Re-training as a corrective action pursuant to CSRA or County monitoring findings.

**C. CSRA Monitoring and Auditing of Partnering Service Providers:**

1. In addition to monitoring and records auditing of partnering Service Providers requested by the County or the Court pursuant to CRCS administration, each CSRA must actively conduct routine monitoring and record auditing of all the CSRA's active partnering Service Providers to ensure that community service is being conducted in compliance with these CRCS Policies and Procedures.
2. The CSRA's court referral operations shall actively conduct routine monitoring and records monitoring of the CSRA's own non-profit community service programs that utilize Court Volunteers to ensure that those community service programs comply with CRCS Policies and Procedures.
3. At a minimum, the CSRA shall conduct monitoring and audits of records for 20 of their partnering Service Providers per year. If the CSRA has less than 20 active partnering Service Providers, the CSRA shall monitor and audit all their active partnering Service Providers on an annual basis. If the CSRA has more than 20 active partnering Service Providers, the CSRA shall monitor and audit 20 active Service Providers that had not been monitored or audited in the previous year(s) until all partnering Service Providers have been monitored and audited; after which the CSRA shall conduct monitoring and record audits of Service Providers in previous years.

- D. Complaint/Issue Reporting:** CSRAs shall have procedures to receive, analyze, and investigate community service-related complaints or issues submitted to them from Court Volunteers, Service Providers, the Court, or the County. CSRAs shall also have established disciplinary measures if CSRA-conducted monitoring has found non-compliance.

## 5.0 Court Volunteer Intake Procedure:

- 5.1 Acceptable Forms of Court Volunteer Identification: To verify the identity of the Court Volunteer throughout the Court-ordered community service process, acceptable forms of Court Volunteer Identification shall include third-party-issued photo ID (i.e. government-issued driver's license or non-driver identification card, passport, immigrant visa, military or national identification card, official school-produced student identification card), or the same form of identification accepted by the Court.
- 5.2 Court Volunteer Interview and Assessment: Prior to collecting any fees from a Court Volunteer or assigning the Court Volunteer to a community service assignment, the CSRA shall conduct an in-person interview of each Court Volunteer to obtain sufficient information for the CSRA to consider in determining an appropriate community Service Provider and assignment for the Court Volunteer. The CSRA shall verify the identity of the Court Volunteer using an acceptable form of Court Volunteer identification, pursuant to Section 5.1. In addition, the CSRA shall obtain from the Court Volunteer the following information:
- A. Case type (i.e. Felony, Misdemeanor, Infraction).
  - B. Nature of offense (i.e. domestic violence, D.U.I., traffic infraction, robbery).
  - C. Number of community service hours assigned by the Court.
  - D. Court Volunteer's availability to perform community service.
  - E. City or Zip code where the Court Volunteer would prefer to perform his/her/their community service hours.
  - F. Court Volunteer's limitations.
  - G. Court Volunteer's ability to pay CSRA fees for Court Volunteer assignment and processing, and/or Court Volunteer's eligibility for a fee payment plan, sliding scale fee, or fee reduction, if such payment/fee reduction options are available.
- 5.3 Court Volunteer Interview Scheduling: A CSRA may utilize telephone, e-mail, or a CSRA-operated website to schedule Court Volunteer appointments and gather preliminary information from a Court Volunteer – including the Court Volunteer information listed in Section 5.2 – provided that the CSRA requires the Court Volunteer to report to a CSRA location in-person to verify Court Volunteer information, assess the Court Volunteer for community service assignment, pay their community service assignment fee, and finalize the Court Volunteer's community service assignment. **Under no circumstances shall a CSRA conduct and finalize the Court Volunteer Interview and Assessment described in Section 5.2 entirely via telephone, e-mail, or the Internet, and without an in-person interview and assessment. Additionally, under no circumstances shall a CSRA collect fees from a Court Volunteer via telephone, e-mail, or the Internet.**

- 5.4 Should the Court Volunteer indicate that he/she/they has a limitation pursuant to Section 5.2(F), prior to assigning the Court Volunteer to community service, the CSRA shall require the Court Volunteer to provide the CSRA with a statement from the Court Volunteer's physician indicating their limitation.
- 5.5 In evaluating the Court Volunteer's ability to pay CSRA fees pursuant to Section 5.2(G), the CSRA shall consider the Court Volunteer's (1) income; (2) benefits derived from General Relief, Cal Works, Temporary Assistance for Needy Families (TANF), a residential treatment program, a Homeless Shelter, Supplemental Security Income (SSI), State Disability Insurance (SDI), Unemployment; and (3) employment status.
- 5.6 Following the initial Court Volunteer interview and assessment, if the CSRA is **unable** to provide the Court Volunteer with a suitable community service assignment through a partner Service Provider, the CSRA shall refer the Court Volunteer to the CSRA List and direct the Court Volunteer to contact another CRCS-approved CSRA to arrange their community service. **The CSRA shall not charge a fee for referring a Court Volunteer back to the CSRA List.**

## 6.0 Court Volunteer Management:

- 6.1 Timesheet:
  - A. Following the initial Court Volunteer interview and assessment, if the CSRA is able to provide the Court Volunteer with a suitable community service assignment through a partner Service Provider, **AND** the Court Volunteer agrees and completes the necessary forms required by the CSRA for community service assignment (i.e. intake and agreement form, medical release form, community service work questionnaire, work environment acknowledgement form, sexual harassment policy form) the CSRA shall process the Court Volunteer and issue a timesheet that conforms to the format illustrated on Exhibit C.
  - B. **Timesheet Form Template Use:** To ensure that all CSRAs use a properly-formatted Timesheet form, the County shall make available a template of the form, as illustrated in Exhibit C. The CSRA shall use the template, adding its contact information and any logos used by the CSRA to distinguish its form from a similar form used by another CSRA. Use of Timesheets that do not use the template provided by the County, or otherwise significantly deviate from the format illustrated in Exhibit C is prohibited and shall not be approved by the County for use.
  - C. **Document Size and Printing:** Timesheets shall be printed on paper no smaller than 8.5"x 11". No more than one (1) timesheet may be printed on each page.

- D. **Court Volunteer's Photo:** A photo of the volunteer must be included on the timesheet. A digital photo may be placed in the designated box of the timesheet as illustrated on Exhibit C. If a digital photo cannot be provided, a clear photocopy of an acceptable form of identification – pursuant to Section 5.1 – shall be provided on the back of the timesheet.

6.2 Community Service Progress Report:

- A. Should the Court Volunteer require a community service progress report (Progress Report) to provide to the Court and/or Probation, the CSRA shall issue the Court Volunteer a Progress Report that conforms to the formatting illustrated on Exhibit D.
- B. **Progress Report Form Template Use:** To ensure that all CSRAs use a properly-formatted Progress Report Form, the County shall make available a template of the form, as illustrated in Exhibit D. The CSRA shall use the template, adding its contact information and any logos used by the CSRA to distinguish its form from a similar form used by another CSRA. Use of Progress Reports that do not use the template provided by the County, or otherwise significantly deviate from the format illustrated in Exhibit D is prohibited and shall not be approved by the County for use.
- C. **Document Size and Printing:** Progress Reports shall be printed on paper no smaller than 8.5"x 11". No more than one (1) Progress Report may be printed on each page. If additional space is needed to report all the Service Providers the Court Volunteer has been assigned to, the CSRA shall issue separate Progress Reports as needed.

6.3 Community Service Completion Certificate:

- A. The Court will only accept community service completion certificates (Completion Certificates) from CRCS-approved CSRAs. The Completion Certificate must conform to the formatting illustrated on Exhibit E.
- B. **Completion Certificate Form Template Use:** To ensure that all CSRAs use a properly-formatted Completion Certificate Form, the County shall make available a template of the form, as illustrated in Exhibit E. The CSRA shall use the template, adding its contact information and any logos used by the CSRA to distinguish its form from a similar form used by another CSRA. Use of Completion Certificates that do not use the template provided by the County, or otherwise significantly

deviate from the format illustrated in Exhibit E is prohibited and shall not be approved by the County for use.

- C. **Document Size and Printing:** Completion Certificates shall be printed on paper no smaller than 8.5”x 11”. No more than one (1) Completion Certificate may be printed on each page.

## 7.0 **Court Volunteer Transfer Policy:**

- 7.1 **In-County CSRA-to-CSRA Transfer:** Pursuant to Section 5.6, if a CSRA cannot provide a Court Volunteer with a suitable community service assignment, the CSRA must refer Court Volunteers back to the most-current CSRA List or another CSRA that is listed on the most-current CSRA List. **No fees shall be charged to a Court Volunteer for any in-County transfers.**
- 7.2 **Out-of-County CSRA-to-CSRA or CSRA-to-Service Provider Transfer:**
  - A. Regardless of where a Court Volunteer resides or works, the Court Volunteer shall arrange his/her/their community service through an approved CSRA from the CSRA List, pursuant to the Court’s Rule of Court 8.22.
  - B. In the event that a Court Volunteer requests to complete his/her/their community service outside of the County (including outside of the State of California), where the CSRA does not have an active partnering Service Provider pursuant to Sections 2.8 and 4.3, the CSRA may refer the Court Volunteer to a CSRA or 501(c)(3) Service Provider outside of the County.
  - C. **Adherence to CRCS Policies and Procedures:** It is the responsibility of the CSRA to ensure that community service performed outside of the County by their Court Volunteers follow the guidelines set forth in the CRCS Policies and Procedures. CSRAs shall be responsible for vetting Out-of-County CSRAs or Out-of-County Service Providers and determining whether these organizations are capable of following CRCS Policies and Procedures. CSRAs shall be held responsible for non-compliance, fraud, or any other unacceptable activity defined in the CRCS Policies and Procedures that involve any of their Court Volunteers, including those who have been assigned community service outside of the County. CSRAs found responsible for such violations may be subject to disciplinary action – up to and including removal from CRCS.

**D. Fees for Out-of-County/Out-of-State CSRA Transfers:**

1. Out-of-County/Out-of-State CSRA Fees: An Out-of-County or Out-of-State CSRA may charge a fee for assigning a Court Volunteer transferred from a CRCS-approved CSRA that is separate from the CRCS-approved CSRA's fees. The fee must cover the cost of processing the Court Volunteer, assigning the Court Volunteer to a community service assignment, verifying completed community service hours, and providing progress report(s) and completion information to the referring CRCS-approved CSRA. This fee may also include fees for the number of community service hours to be performed, provided that the referring CRCS-approved CSRA does not charge fees for community service hours to be performed.
2. CRCS-Approved CSRA Out-of-County/Out-of-State Fees: The CRCS-approved CSRA may charge a fee to the Court Volunteer for utilizing a partner CSRA for both Out-of-County and Out-of-State community service assignment. This fee shall not exceed \$50.00. Additionally, the CRCS-Approved CSRA cannot charge fees for community service hours to be performed if the Court Volunteer will need to pay these fees to the Out-of-County/Out-of-State CSRA the Court Volunteer will be assigned to.
3. Fee Notification: Prior to referring a Court Volunteer to a partnering out-of-county CSRA for transfer, the CRCS-approved CSRA must disclose these fees to the Court Volunteer and offer the Court Volunteer to opt-out of an Out-of-County/Out-of-State transfer.

**E. Verification of Community Service Performed through Out-of-County CSRA:** CRCS-approved CSRAs that utilize an Out-of-County/Out-of-State CSRA or Service Provider to arrange community service for a Court Volunteer shall verify documentation from the Out-of-County/Out-of-State CSRA or Service Provider prior to issuing the Court Volunteer any community service progress report or community service completion certificate.

**F. Issuance of CSRA Progress Reports or Completion Certificates for Out-of-County/Out-of-State Court Volunteers:** Upon verification of the Court Volunteer's completed community service hours arranged by the Out-of-County/Out-of-State CSRA or Service Provider utilized by the CRCS-approved CSRA pursuant to Section 7.2(B), the CRCS-approved CSRA is required to issue a progress report or completion certificate using its approved progress report pursuant to Section 6.2, or completion certificate pursuant to Section 6.3 to the

Court Volunteer, as appropriate. **The Court will not accept any progress report or completion certificate from a CSRA that does not appear on the CSRA List. This includes Out-of-County CSRAs used by CRCS-approved CSRAs pursuant to Section 7.2(B).**

7.3 Transfer Form:

- A. In the event a CSRA refers a volunteer to an Out-of-County CSRA or Out-of-County Service Provider, pursuant to Section 7.2(B), the CSRA shall use the Out-of-County Community Service Transfer Form (Transfer Form). The Transfer Form shall conform to the formatting illustrated on Exhibit F.
- B. **Transfer Form Template Use:** To ensure that all CSRAs use a properly-formatted Transfer Form, the County shall make available a template of the form, as illustrated in Exhibit F. The CSRA shall use the template, adding its contact information and any logos used by the CSRA to distinguish its form from a similar form used by another CSRA. Use of Transfer forms that do not use the template provided by the County, or otherwise significantly deviate from the format illustrated in Exhibit F is prohibited and shall not be approved by the County for use.
- C. **Document Size and Printing:** The Transfer Form shall be printed on paper no smaller than 8.5"x 11". No more than one (1) form may be printed on each page.

8.0 Public Agency or Non-Profit Organization:

- 8.1 CSRAs must be a public agency, or a 501(c)(3) non-profit organization – as defined by the Internal Revenue Code – that has been in operation and in good standing for a minimum of two (2) consecutive years as a 501(c)(3) prior to applying for CRCS approval. CSRAs that are not public agencies must provide to the County proof of their 501(c)(3) non-profit status.
- 8.2 Notice of Suspended or Revoked 501(c)(3) Status: If a CSRA that is not a public agency has had its 501(c)(3) non-profit status suspended or revoked, the CSRA shall inform the County immediately regarding its suspended or revoked 501(c)(3) status. Failure on the part of the CSRA to notify the County as stipulated in this Section may be subject to disciplinary action up to and including removal from CRCS and the CSRA List.

9.0 Open Hours:

- 9.1 Given the significant role of Court-ordered community service as an alternative sentencing option for the Court and defendants and to better serve their community service-related needs, CSRAs are highly encouraged to provide offices open to the public

during the same hours as the day courts in the County, Monday through Friday from 8:00 AM to 4:30 PM, Pacific Time, except as necessary for lunch hour, illness, scheduled vacation, emergency, or in observance of Court-observed holidays, as listed on <http://www.lacourt.org/holiday/ui/index.aspx>.

- 9.2 CSRAs shall provide the County with information regarding the business hours of each of the CSRA's business locations that process Court-referred defendants/Court Volunteers. The information should also include holidays observed and scheduled seasonal breaks during which the business location shall be closed. In the event that a CSRA needs to change their business location's open hours, the CSRA shall inform the County of this change no later than one (1) week prior to the effective date of the new business hours.
- 9.3 CSRAs located at a courthouse shall be open within the same open hours as the day court hours of the courthouse on the days the CSRA business location is open.
- 9.4 Prescheduled Business Location Closures: If a CSRA business location will be closed temporarily outside the business hours submitted to the County pursuant to Section 9.2, the CSRA shall inform the County of the closure and its duration no more than 30 calendar days prior to the closure. Additionally, prior to the business location closure, the CSRA shall post a conspicuously-displayed notice at the temporarily closed CSRA location that specifies the duration of the closure. This displayed notice must be posted as described no less than two weeks prior to the closure.
- 9.5 Emergency Business Location Closure: If a CSRA business location must be temporarily closed due to illness or emergency, the CSRA shall notify the County of the closure in advance or as soon as reasonably possible. Additionally, the CSRA shall post a conspicuously-displayed notice at the temporarily closed CSRA location that specifies the duration of the closure.
- 9.6 Continuous Customer Service via Telephone, E-mail, and Internet: Regardless of the hours of operation for the CSRA business locations, the CSRA shall provide live real-time customer service accessible via telephone, and either e-mail or Internet. Live customer service shall be provided Monday through Friday from 8:00 AM to 4:30 PM, Pacific Time, except as necessary for lunch hour, illness; scheduled vacation; emergency; or in observance of Court-observed holidays, as listed on <http://www.lacourt.org/holiday/ui/index.aspx>.

## **10.0 CSRA Business Location Standards:**

- 10.1 Primary Business Office: All CSRAs must maintain a primary business office located within the County. The CSRA's primary business office must be open pursuant to Section 9.1,

and shall be accessible to the County, the Court, or their designated representatives upon request for administrative or monitoring purposes.

- 10.2 Branch Offices: CSRA may maintain branch offices to serve Court customers in more than one (1) location throughout the County. All CSRA branch offices shall be open to the public during the Court's day business hours pursuant to Section 9.0.
- 10.3 Signage: The CSRA shall post signage that provides the information listed below at its primary business location and any branch locations where the CSRA processes defendants for community service assignment and verification:
- A. CSRA Name
  - B. CSRA Telephone Number
  - C. Business Hours
  - D. A CSRA help line number and e-mail address available to Court customers to report a community service-related problem or complaint to the CSRA.
  - E. An up-to-date schedule of fees charged by the CSRA for community service assignment – including, but not limited to fees for hours of community service, out-of-county transfer, extension, reassignment, reactivation, duplicate certificate of completion, and HAM/other community service/labor programs (i.e. Caltrans). Should any of these fees change, the CSRA shall post an updated fee schedule within seven (7) days from the active date of the changed fees.
- 10.4 Display of Required Licenses: At each business location operated by the CSRA, the CSRA shall post its business license and any other licenses required to operate, in accordance with Federal, State, or local laws.
- 10.5 Should the Court prohibit the CSRA from posting the required signage per Section 10.3 or required licenses pursuant to Section 10.4 in CSRA offices located within a courthouse, the CSRA shall submit to the County a written notice of the Court's prohibition of posting of signage. Upon receipt of this notice, the County shall confirm with the Court the prohibition and may work with the Court and CSRA to develop a plan or arrangement to provide CSRA contact and business information indicated on signage and/or licenses to Court defendants.
- 10.6 Monitoring Availability: Each CSRA primary business office and branch location must be accessible for monitoring, inspection, and/or legal action by the Court, County, or law enforcement upon request.
- 10.7 Knowledgeable Staff: Each CSRA primary business office and branch location shall have staff who are sufficiently knowledgeable of the CSRA operations to assist customers, the

Court, and the County. At minimum, knowledgeable CSRA staff shall be available during Court business hours pursuant to Section 9.0.

- 10.8 Residential-based Offices and Branches Prohibited: CSRA primary business offices and branch locations shall not be in a residence.
- 10.9 State and Local Ordinances: All CSRA primary business offices and branch locations shall comply with all state and local ordinances including, but not limited to, health and safety ordinances.
- 10.10 ADA Compliance: All CSRA primary business offices and branch locations shall comply with the Americans with Disabilities Act of 1990.
- 10.11 Change of Primary Business Location or Branch Location:
- A. **Elective Change of Primary Business Location or Branch Location**: If a CSRA wishes to move its primary business location or an existing branch location to a different address, the CSRA shall provide the County with advance notification in writing no more than 30 days prior to the move. This written notification shall include the following:
    - 1. A letter regarding the change of primary business location or branch location that includes the address, business hours, and contact phone number for the location. This letter must be signed by the CSRA owner or executive staff operating the CSRA's community service referral operations.
    - 2. Proof of insurance coverage for the new primary business location or branch location pursuant to Section 16.1.
    - 3. A copy of all required business licenses for the new location.
  - B. **Relocation of Primary Business Location or Branch Location due to Emergency**: If a CSRA must relocate their primary business location or branch location due to an emergency – such as a fire, flood, other natural disaster, or a civil disturbance – the CSRA shall notify the County of the relocation as soon as possible, but no more than 48 hours of the relocation. In notifying the County, the CSRA shall provide information on the reason for the relocation and the duration (if determined) the CSRA will be operating at the new location.
  - C. **Addition of Branch Location**: Should a CSRA wish to open a new branch location to process Court Volunteers and/or store community service related records, the CSRA shall provide the County with advance notification in writing within 30 days

prior to the date business operations at the new branch location will commence. This written notification shall include the following:

1. A letter regarding the new branch location that includes the address, business hours, contact phone number, name of contact(s) at the new branch location, and the date the branch location will begin business operations. This letter must be signed by the CSRA owner or executive staff operating the CSRA's community service referral operations.
  2. Proof of insurance coverage for the branch location pursuant to Section 16.1.
  3. A copy of all required business licenses for the new branch location.
- D. **County Verification of New or Relocated CSRA Business Locations:** Prior to making any changes to the CSRA List to reflect a new or relocated CSRA business location, the County shall first verify the new or relocated CSRA business location to ensure that the location conforms to Sections 10.1 through 10.10. Pursuant to the Court's Local Court Rule 8.22, the CSRA must not contact any Judicial Officer or Trial Court employee regarding inclusion on or removal from the CSRA list.

#### **11.0 CSRA Organization and Administration:**

11.1 Non-Profit CSRA Organization Information: As part of the CSRA Application Process, and as requested by the County for monitoring purposes, all non-profit-operated CSRAs shall provide the following CSRA information to the County:

- A. State Board of Equalization Tax Number
- B. Taxpayer Identification Number
- C. California Secretary of State Partnership/Corporation Number, or proof of fictitious firm registration.

11.2 Non-Profit CSRA Administration Organizational Chart: As part of the CRCS CSRA application, and as needed by the County for monitoring purposes, all non-profit-operated CSRAs shall provide the County an organizational chart that includes the following staff:

- A. CSRA's President and/or Chief Executive Officer (or equivalent).
- B. CSRA's Program Director or General Manager for community service referral operations.
- C. CSRA District or Regional Managers (if applicable)
- D. Any key staff involved in the CSRA's community service referral operations including, but not limited to, office managers.

11.3 Non-Profit CSRA Administrative Information: For all the individuals identified in its CSRA Administration Organizational Chart, as per Section 11.2, the CSRA shall provide the County the following information:

- A. Name (last, first, middle)
- B. Title (e.g. Chief Executive Officer, Program Director, Director of Operations)
- C. Primary Business Address
- D. Business Telephone Number (with extension if applicable)
- E. A clear photocopy of current drivers' license

11.4 Public Agency-Operated CSRA Information:

- A. Public Agency CSRA Organization Information: Public Agency-operated CSRAs shall provide the County with the following organization information:
  - 1. Name of CSRA/Community Service Program
  - 2. Parent department within public agency or municipality (i.e. Public Works, Parks and Recreation, Police Department), if applicable
  - 3. Business Address
  - 4. Business Telephone Number (with extension, if applicable)
  - 5. State Board of Equalization Tax Number
  - 6. Taxpayer Identification Number
- B. Public Agency-Operated CSRA Organizational Information: As part of its CRCS CSRA application, CSRAs operated by a public agency shall provide organizational and contact information for the CSRA's Program Manager or Director, main program operator(s), and program supervisors.

11.5 CSRA Authorized Signers:

- A. Each CSRA shall have designated staff authorized to verify and sign-off on Court Volunteer documents on behalf of the CSRA including, but not limited to, Progress Reports and Completion Certificates. The CSRA shall provide the County with a completed Authorized Signers Form. The Authorized Signers Form shall conform to the formatting illustrated on Exhibit G.
- B. **Authorized Signers Form Template Use:** To ensure that all CSRAs use a properly-formatted Authorized Signers Form, the County shall make available a template of the form, as illustrated in Exhibit G. The CSRA shall use the template, adding its contact information and any logos used by the CSRA to distinguish its form from a similar form used by another CSRA. Use of Authorized Signers forms that do not use the template provided by the County, or otherwise significantly deviate

from the format illustrated in Exhibit G is prohibited and shall not be approved by the County for use.

- C. To ensure business continuity should an Authorized Signer be absent – due to scheduled days off (i.e. vacation, requested days off) or unscheduled absences (i.e. emergencies, illness, family care) – the CSRA shall designate a sufficient number of Authorized Signers that takes into consideration the CSRA's business locations and staffing needs.
- D. **Updates to the CSRA's Authorized Signers:** Should the CSRA make any changes to their Authorized Signers, the CSRA shall furnish the County with updated Authorized Signers Form within seven (7) days of the changes going into effect; preferably as soon as possible to help avoid any delays in the Court or County authenticating Court Volunteer documents. Should staff be removed as Authorized Signers, the CSRA shall provide the names of the staff no longer serving as Authorized Signers.
- E. **Removal of Authorized Signer Due to Fraud or Non-Compliance:** Should the CSRA remove or dismiss an Authorized Signer due to program non-compliance, suspicion, finding of fraud, or any other act of impropriety, the CSRA shall provide notice to the County immediately regarding the removed Authorized Signer.

11.6 Independent Agency: A CSRA is an independent agency, and is not part of, or officially affiliated with the Court or the County. Additionally, the CSRA and its employees shall not be employees, officers, or agents of the Court, or the County. The CSRA shall not make any claim that it or its employees are either part of or affiliated with the Court or the County and shall not use the name of the Court or the County in its name or advertising.

## 12.0 CSRA Name:

12.1 The County reserves the right to deny or withdraw approval status for any CSRA that has an inappropriate or misleading organization or doing-business-as (DBA) name.

12.2 CSRA Name Standards: The County shall deny approval to any CSRA that either:

- A. Has a name or operates under a name that uses the Court or the County as part of its name; or
- B. Has a name or operates under a name that implies a connection between the CSRA and the Court or County; or
- C. Has a name that includes extra spacing, punctuation marks, symbols, numbers, or letters that are not used in accordance with standard accepted practices of English writing; or

- D. Has a name that is configured in a manner as to give an obvious unfair advantage on the CSRA List.

12.3 All community service-related documents issued by the CSRA shall prominently display the CSRA's name and, if applicable, CSRA logo. These documents include, but are not limited to, community service completion certificates, progress reports, referral forms, court volunteer intake agreements, court volunteer policy acknowledgements, court volunteer medical forms, Court Volunteer timesheets, Court Volunteer sign-in sheets, and CSRA correspondence stationary.

12.4 Change of CSRA Name:

- A. If a CSRA wishes to change its name, the CSRA shall notify the County in writing of the proposed name change along with a copy of a Fictitious Business Name Filing. Upon finalization of the name change, the CSRA shall notify the County in writing, and include documents or records indicating the finalization of the name change.
- B. It is the responsibility of the CSRA to ensure that its new/changed business name complies with Section 12.2 **prior to** proceeding with a Fictitious Business Name Filing. The County reserves the right to deny the CSRA's use of a business name that does not conform to these Policies and Procedures, even if the CSRA has already proceeded with moving forward with a Fictitious Business Name Filing with a non-compliant CSRA name.
- C. The County shall not approve the use of a new CSRA name or edit the CSRA List to reflect the CSRA's new name, until it has received the documentation described in Section 12.4(A) from the CSRA and has verified that the new CSRA name conforms to Section 12.2.

**13.0 Advertising and Marketing:**

13.1 All CSRAs, including those that maintain a main business location or branch location within a courthouse, are prohibited from engaging in any marketing within Court grounds. This includes, but is not limited to, putting up posters of any kind, handing out any marketing materials, or distributing flyers and forms not sanctioned by either the Court or the County. This prohibition does not preclude or excuse a CSRA from posting required business/branch location signage, as described in Section 10.3.

13.2 CSRAs are prohibited from contacting any judicial officer or trial court employee regarding approval or distribution of CSRA advertisements, non-standard referral forms, or any listing of approved CSRAs instead of or in addition to the CSRA List as described in Section 2.9.

#### **14.0 CSRA Stamps and Embossers:**

- 14.1 Completed CSRA Completion Certificates and Progress Report/Proof of Enrollment forms must have both an official stamp and embossed seal from the CSRA to be accepted by the Court. The CSRA stamp and seal shall include the CSRA's name. The official CSRA stamp and embossment should be affixed within the box on those forms for "CSRA OFFICIAL SEAL AND STAMP." CSRA Completion Certificates or Progress Report/Proof of Enrollment Forms that do not have both the CSRA stamp and embossed seal will not be accepted by the Court.
- 14.2 The County reserves the right to deny use of a seal or stamp design for reasons including, but not limited to the following:
- A. Design is indistinguishable or difficult to distinguish from one used by another CRCS-approved CSRA.
  - B. Design contains inappropriate words or images.
  - C. Design includes misleading language.
- 14.3 CSRA Stamp and Embossment Sample: As part of the CSRA Application for CRCS Approval, the CSRA shall provide the County with a sample of (1) the CSRA's Completion Certificate; and (2) Progress Report/Proof of Enrollment Form, both of which should feature the CSRA's official stamp and embossed seal. These samples must be clear and legible, as they may be used for authentication purposes by either the Court or the County.
- 14.4 Safekeeping of CSRA Stamps and Embossers: The CSRA is responsible for the securing and maintaining of its official stamps and embossers. To help prevent misuse, as much as possible, access to CSRA stamps and embossers should be restricted to CSRA staff authorized to sign and issue their Completion Certificates and/or Progress Report/Proof of Enrollment forms.
- 14.5 Change of CSRA Stamp or Embossed Seal Design:
- A. **Advance Notification for Elective Change of CSRA Stamp or Embossed Seal Design:** If the CSRA decides to change the design of either their official stamp or embossed seal, the CSRA shall provide notification of the design change – along with clear samples of the new design(s) – to the County no more than 30 days prior to using the new seal. The County reserves the right to deny use of a new CSRA stamp or seal design, pursuant to Section 14.2.
  - B. **Notification for Necessary Change of CSRA Stamp or Embossed Seal Design:** In the event that a CSRA needs to change the design of its CSRA stamp or embossed seal (i.e. due to theft; loss/misplacement of stamp or embosser; fraud; corrective

action recommendation by the County), the CSRA shall notify the County of the design change as soon as possible, but no more than one (1) business day from the date of the change. The notification must include a clear sample of the new design(s). The County reserves the right to deny use of a new CSRA stamp or seal design, pursuant to Section 14.2.

**15.0 Records Keeping:** Each CSRA – for a period of five (5) years – shall retain copies of forms and documents pertaining to the processing, progress tracking, verification, and certification of each Court Volunteer processed by the CSRA. These forms and documents include, but are not limited to:

- A. Court Volunteer Intake/Referral Forms.
- B. Safety Briefing Acknowledgement Forms.
- C. Service Provider Sign-In Logs.
- D. Correspondence, forms, or documents regarding Accident and Incident Reporting.
- E. Correspondence or documents regarding expulsion of Court Volunteers from Community Service for cause.
- F. Court Volunteer Timesheets.
- G. Community Service Progress Reports for Court Volunteers.
- H. Community Service Completion Certificates for Court Volunteers.

**16.0 Insurance:**

16.1 CSRAs that are not self-insured public entities shall have commercial general liability insurance that names the Court and the County as an additional insured, in an amount of \$1 Million per occurrence, covering liabilities arising out of premises; operations; independent contractors; products and completed operations; personal and advertising injury. This insurance shall be kept current at all times, and proof of insurance shall be provided to the Court or the County upon request.

16.2 CSRAs that are not self-insured public entities that do not have current commercial general liability insurance as described in Section 16.1 shall be considered non-compliant and may be subject to disciplinary action, up to and including immediate suspension or removal from CRCS and the CSRA List.

**17.0 Surety Bond:**

17.1 For the purpose of covering costs or damages incurred by the County as a result of the CSRA's or CSRA's staff's failure to fully and faithfully comply with the CRCS Policies and Procedures, the laws of the State of California, or any local laws or ordinances wherein the CSRA is operating, the CSRA shall procure and keep current an acceptable surety bond

in the amount of \$25,000, naming the CSRA as the principal, and the County and the Court as obligees. No additional obligees may be added to the surety bond. The CSRA must secure the above-mentioned Surety Bond within 10 business days of notification of application approval from the County.

- 17.2 "Costs and damages", as mentioned in Section 17.1, shall include, but may not be limited to, the cost incurred by the County for reassigning a CSRA's Court Volunteer to a CRCS-approved CSRA in good standing for the remainder of the Court Volunteer's Court-ordered community service sentence; costs and damages incurred by the County's investigation of the CSRA's non-compliance; or legal costs and fees incurred by the County or the Court due to the CSRA's non-compliance.
- 17.3 CRCS Bond Certification Form: To help ensure an acceptable surety bond, the CSRA shall use and complete the CRCS Bond Certification Form illustrated in Exhibit H of these CRCS Policies and Procedures. The County shall make available to all CSRAs an electronic version of the CRCS Bond Certification Form.
- 17.4 If a CSRA moves its primary business location pursuant to Section 10.11, or changes its name pursuant to Section 12.4, the CSRA and its Surety company shall forward a completed and notarized CRCS Bond Certification Form reflecting the new primary business location or new CSRA name within 30 days prior to the business location move or CSRA name change.
- 18.0 Indemnification**: The CSRA shall indemnify, defend, and hold harmless the Court and the County (collectively referred to in this Section as "Public Agencies"), and each of their officers, officials, representatives, employees, and agents (collectively referred to in this Section as "Agents") from and against any and all liability, demands, damages, claims, causes of action, fees, and legal costs, and expenses (including reasonable attorney's fees and expert witness' fees) included, but not limited to, claims for bodily injury, property damage, and death (collectively referred to in this Section as "Liabilities"), arising from or connected with the CSRA's acts, errors, and/or omissions arising from and/or relating to its community service referral operations. The CSRA shall not be required to indemnify, defend, and hold harmless the Public Agencies and their Agents from any Liabilities that arise from the sole negligence or willful misconduct of the Public Agencies. These indemnification provisions shall remain in full force and effect and survive the termination of the CSRA's participation in CRCS.
- 19.0 Notice of Suit**: Each CSRA must provide the County with notice within five (5) business days of knowledge of any legal action filed against the CSRA, its owners, officers, administrators, or any staff that relates to or might concern the operation of the CSRA. This notice must include a date-stamped copy of the complaint, petition, or other pleading initiating the action.

**20.0 CSRA Application for CRCS Approval:**

- 20.1 CSRA Application for CRCS Approval: To ensure that all CSRAs participating in CRCS meet the requirements set forth in the CRCS Policies and Procedures, the County shall establish a process through which CSRAs may apply for approval into CRCS as an approved CSRA.
- 20.2 CSRA Application Period: The County shall establish an application period during which CSRAs may apply for approval into CRCS. In establishing the CSRA Application process, the County shall establish the application deadlines, application fee, and a mandatory meeting for all applicant CSRAs to go over the application forms and requirements..
- 20.3 CSRAs that were preliminarily approved prior to January 1, 2018 shall be required to submit a CRCS Application by a deadline set forth by the County. CSRAs that fail to submit a complete CRCS Application – per Section 20.4(C) – by the established deadline shall be considered “non-responsive” and promptly removed from CRCS and the CSRA List.
- 20.4 Application and Approval Process:
- A. **Approved Application Forms:** All new and renewal applicants to CRCS must use the most current CRCS Application form, which will be posted by the County, and made available on the LACDA website (<http://www.lacda.org>) at least 30 calendar days prior to the open date for CRCS Application Submittal through the application deadline described in Section 20.2.
  - B. **Formatting:** With exception to wet signatures and initials – which must be written by hand – information provided in application forms and other required documents must be typed-in, using a clear, sans serif, and readable font in a reasonable font size no less than 11pt. Application forms submitted to the County for review must be printed on standard letter-sized (8.5” x 11”) 20 lb.-24 lb. white printer paper.
  - C. **Completion of Application:** A CRCS Application must satisfy the following requirements in order for it to be considered “complete”:
    - 1. Application Documents: Applicants must complete ALL application documents; pursuant to the type of application they are filing (New or Renewal). If a portion of the application does not apply to the applicant, the applicant must write “N/A” or “Not Applicable” on the fields that are not applicable. In some instances, applicants writing “N/A” or “Non-Applicable” on a field must also provide an explanation as to why the field is not applicable.

2. Business Procedures: Applicants must complete all sections requesting information explaining certain aspects of their court referral operations to demonstrate that their operations meet requirements set forth in the CRCS Policies and Procedures. CSRA's should provide clear and thorough responses and provide exhibits/attachments as needed for reference purposes.
  3. Required Attachments: Applicants shall provide all requested documents as an attachment to their application. These required documents include, but are not limited to, clear photocopies of permits and licenses; non-profit status; and proof of insurance.
  4. CSRA-Executed County/CSRA Monitoring Agreement as specified in Section 20.6.
  5. CRCS Application Fee: Each CRCS Application submitted - whether it be for the approval of a new CSRA or for the renewal of a previously-approved CSRA in good standing at the time of renewal – shall include payment of a non-refundable application fee made payable to “The Los Angeles County Development Authority,” indicating “CRCS Application Fee” in the “Memo” line (CRCS Application Fee). The Application Fee amount shall be determined by the County and must be paid in full – no partial payment will be accepted. Applications submitted without payment shall be considered “incomplete” and will be held for no more than 30 days by the County and will not be reviewed or considered for approval until the CRCS Application Fee has been received by LACDA. If at the end of 30 days the CRCS Application Fee has not been paid, the CRCS Application will be disposed of and not returned to the applicant CSRA. Additionally, any “incomplete” CRCS Application awaiting payment of the CRCS Application Fee after the application deadline (pursuant to Section 20.2) shall be discarded and not returned to the applicant CSRA.
- 20.5 Compliance Verification Inspection: As part of the CSRA Application process, the County shall schedule a business location inspection of each of the CSRA's business locations to ensure that each business location and the CSRA's business operations meet the requirements and standards set forth in the CRCS Policies and Procedures. Should the County determine from their compliance verification inspection that the CSRA does not satisfy CRCS requirements, or that the County finds practices or aspects of the CSRA business operations to be inconsistent with the information provided by the CSRA in their application, the County may deny the CSRA's approval into CRCS.

20.6 County/CSRA Monitoring Agreement:

- A. An un-executed County/CRCS Monitoring Agreement (Monitoring Agreement) shall be included in the CRCS Application packet. A “completed” application pursuant to Section 20.4(C) must include an executed Monitoring Agreement that has been reviewed, initialed, and signed with notarization by the CSRA Chief Executive Officer or CSRA Program Director authorized to sign on behalf of the CSRA. The Monitoring Agreement shall specify the obligations of the CSRA as a participant in CRCS including, but not limited to, periodic reporting to the County of community service-related information, reporting of community service-related incidents to the County, and availability of and County access to CSRA facilities and records for monitoring purposes. **No CSRA shall be approved for CRCS without a fully executed Monitoring Agreement with the County.**
- B. In executing the Monitoring Agreement, the CSRA acknowledges that it has reviewed and understands the CRCS Policies and Procedures and agrees that the CSRA shall operate in compliance with the most-current version of the CRCS Policies and Procedures.
- C. **Modifications to Monitoring Agreement Language Prohibited:** Except for the necessary write-in dates, signatures, initials, and notarization needed to execute the Monitoring Agreement, under no circumstances shall a CSRA alter the County-approved and standardized Monitoring Agreement form or language. Monitoring Agreements received by the County that have been found to be altered or otherwise deviates from the standard County-approved Monitoring Agreement shall not be accepted, and the applicant CSRA may be denied CRCS approval.

20.7 Availability Upon Approval: The CSRA must be ready to provide its full services to the Court and Court Volunteers upon notification of its approval from the County.

20.8 Term of Approval: Each CSRA shall be approved for a term of two (2) years commencing on the date of execution of the Monitoring Agreement by both the CSRA and the County. At the end of this term, the CSRA – if it is in good standing (not suspended or removed) at the end of its term – shall submit to the County an application for CRCS CSRA Approval Renewal.

20.9 CSRA Application Processing:

- A. The County shall process **complete** CSRA applications – as described in Section 20.4(C) – in the order they were received by the County. Incomplete CSRA applications received by the County that remain incomplete after the due date

for CSRA Application submissions shall not be considered and shall not be returned to the applicant, including the non-refundable application processing fee pursuant to Section 20.4(C)(5).

- B. CSRA Application Denial: If the County, after processing or attempting to process a CSRA Application determines that an applicant CSRA does not meet CRCS standards, the County shall notify the applicant CSRA of their application denial in writing, stating the reasons for the application denial.
- C. Finality of Decision: The County's application decision shall be considered final and not subject to further review.

**21.0 Monitoring:**

21.1 CSRA Site, Records, and Customer Services: The County may monitor any CRCS-approved CSRA at any time without prior notice. This monitoring may include, but is not limited to the following:

- A. In-person visit and physical inspection of CSRA business location(s), during which photos may be taken.
- B. Physical inspection of CSRA business records, including, but not limited to all licenses, permits, and proofs of insurance.
- C. Physical inspection of other CSRA community service-related records regarding Court Volunteers.
- D. Evaluation of the CSRA's customer service operations.
- E. Physical inspection of CSRA Service Provider monitoring documents and reports.

21.2 The County may conduct clandestine monitoring of CSRA operations as needed.

21.3 CSRA Quarterly Report:

- A. The County shall provide each CSRA with an electronic template of the Court-Referred Community Service Program Quarterly Report, as illustrated in Exhibit I. The figures reported should cover the entire CSRA; filing a separate Quarterly Report for each CSRA business location is not required.

- B. **CSRA Quarterly Report Submission and Due Dates:** Quarterly Reports must be submitted for each calendar quarter and must be received by the County on or before the 30th calendar day of the month following the reported quarter.
  - C. A CSRA that fails to submit a Quarterly Report by the due date shall be considered non-compliant with Section 21.3(B) and may be subject to disciplinary action.
  - D. Upon request from the Court, the County may furnish the Court with copies of CSRA Quarterly Reports.
- 21.4 Violations Notice: Should the County find a CSRA to be operating in violation of the CRCS Policies and Procedures, the County shall provide the CSRA with a Violations Notice in writing. When applicable, the Violations Notice may include a proposed Corrective Action Plan (CAP) to eliminate the violation(s) identified.
- 21.5 CAP Response: In response to a Violations Notice that includes a County-proposed CAP, the CSRA shall submit to the County a response in writing that outlines the steps the CSRA has taken to correct the violations cited in the Violations Notice (CAP Response). The CAP Response must be signed by the CSRA Owner or Executive Director and must be received by County no more than 15 business days from the date of the Violations Notice requiring the CAP Response.
- 21.6 Administrative Conference:
- A. The County may require the attendance of a CSRA's owner, executive director, and other CSRA management staff to an administrative conference with County staff to address serious or persistent violation of CRCS Policies and Procedures on the part of the CSRA, or other critical issues identified by the County (Administrative Conference).
  - B. Administrative Conferences shall be scheduled by the County and shall take place at the LACDA business office. The County shall notify the CSRA of the scheduled Administrative Conference in writing.
  - C. If CSRA management/ownership cannot attend the scheduled Administrative Conference as described in Section 21.6(B), the CSRA must notify the County in writing of their inability to attend the Administrative Conference along with a detailed reason for cancelling or postponing the Administrative Conference. This written notification must be submitted in time for the County to receive it no more than five (5) business days from the date of the Administrative Conference letter regarding the scheduled Administrative Conference, pursuant to Section 21.6(B). Upon receipt of the CSRA's response, the County shall consider the

CSRA's response and determine if the reason of the cancellation/postponement of the Administrative Conference is acceptable. The County shall notify the CSRA of its decision in writing.

- D. If CSRA management/ownership refuses, declines, or fails to attend a scheduled Administrative Conference without providing the County with a written notice pursuant to Section 21.6(C), the CSRA shall be considered non-responsive and subject to disciplinary action as described in Section 22.0.

21.7 Forwarding Information to Law Enforcement: If the County finds a CSRA, Service Provider, or individual to have engaged in or is engaging in possible criminal activity, the County may forward all pertinent information to law enforcement, Court, or District Attorney.

## 22.0 Disciplinary Actions:

22.1 Pursuant to Section 3.0 of these CRCS Policies and Procedures, all participating CSRAs and partnering Service Providers must comply with the most current CRCS Policies and Procedures and all applicable local and Federal laws. In the event of a serious violation of; multiple or repeated violations of; or persistent non-compliance, the County may, at its discretion, suspend or permanently remove a CSRA or Service Provider from CRCS for cause. Additionally, individuals found to have seriously or persistently violated CRCS Policies and Procedures, or who have been found guilty of any crime of moral turpitude may be permanently removed and disqualified from serving as staff for a CSRA or Service Provider participating in CRCS.

### 22.2 Suspension from CRCS:

- A. **Suspension Notification**: The County shall notify the CSRA of its suspension from CRCS in writing, via electronic and/or postal mail. This notification shall provide the reasons for the CSRA's suspension; the duration of suspension; and the conditions to be met by the CSRA for reinstatement. Additionally, the County shall send a copy of this notification to both the Court and CCJCC.
- B. Upon notification of suspension, the CSRA shall immediately suspend its issuance of community service completion certificates and intake of new Court Volunteers.
- C. Upon notification of suspension, the CSRA shall forward to the County the following information:
  - 1. A list of Court Volunteers registered with the CSRA at the date of the written suspension notice from the County. This list must include the contact information, case number, and community service status for each of the Court Volunteers.

2. Court Volunteer intake information for the Court Volunteers appearing on the list pursuant to Section 22.2(C)(1).
  3. A list of Court Volunteers who were issued a community service completion certificate by the CSRA. This list must cover a time frame of three (3) months prior to the date of the written suspension notice from the County.
- D. For the duration of its suspension, the CSRA shall refer all defendants in need of community service assignment to the most current CSRA List, as described in Section 2.9 of the CRCS Policies and Procedures. **The Court will not accept a completion certificate from a suspended CSRA. Suspended CSRAs that continue to assign and process defendants/Court Volunteers during their suspension may be subject to additional disciplinary action, up to and including permanent removal from CRCS.**
- E. Upon notification of suspension, the CSRA shall contact all its current Court Volunteers who have not completed their community service hours to inform them of the CSRA's suspended status. The suspended CSRA shall direct these Court Volunteers to arrange community service assignment for the remainder of the Court Volunteer's community service hours with another CRCS-approved CSRA appearing on the most current version of the CSRA List.
- F. For the duration of its suspension, the CSRA shall refer its Court Volunteers to the County for information regarding their community service status.
- G. **Compliance Verification:** Prior to reinstatement of the CSRA, the County shall verify that the CSRA has corrected all violations. This verification may require submission of information and documentation from the CSRA to the County, CSRA site inspection conducted by the County, and/or an Administrative Conference pursuant to Section 21.6. No suspended CSRA shall be reinstated without compliance verification from the County.
- H. **Finality of Decision:** The County's decision to suspend a CSRA from CRCS for cause shall be considered final and not subject to further review.

### 22.3 Permanent Removal from CRCS:

- A. A CSRA may be permanently removed from CRCS due to serious or excessive non-compliance with CRCS Policies and Procedures, at the discretion of the County.

Examples of serious or excessive non-compliance with CRCS Policies and Procedures include, but are not limited to, the following:

1. CSRA is selling or knowingly permitting the sale of community service completion certificates.
  2. CSRA is issuing community service completion certificates without first authenticating Court Volunteer timesheets and community service hours performed.
  3. Persistent violations of CRCS Policies and Procedures and/or applicable Federal, State, or local laws and ordinances.
  4. CSRA is conducting community service referral operations in a business location not approved by the County.
  5. CSRA is utilizing Court Volunteers to operate or aid their community service referral operations (including, but not limited to, maintenance, construction, records management, or housekeeping-type activities).
  6. Any conduct deemed by the County or Court to be of a criminal nature and/or unethical business practices.
- B. **Notification of Permanent Removal:** The County shall notify the CSRA of its permanent removal from CRCS in writing, via electronic and/or postal mail. This notification shall provide the reasons for the CSRA's permanent removal from CRCS. The County shall transmit a copy of this notification to both the Court and the CCJCC.
- C. Upon notification of permanent removal, the CSRA shall immediately cease issuance of community service completion certificates and cease intake of new Court Volunteers. The CSRA shall refer all defendants in need of community service assignment to the most current version of the CSRA List. The CSRA shall also contact all its current Court Volunteers who have not completed their community service hours to inform them that the CSRA has been permanently removed from CRCS. The CSRA shall direct these Court Volunteers to contact the County to be assigned to a CRCS-approved CSRA appearing on the most current version of the CSRA List.
- D. Upon notification of permanent removal, the CSRA shall forward to the County the following information:
1. A list of Court Volunteers registered with the CSRA at the date of the written permanent notice from the County. This list must include the contact information, case number, and community service status for each of the Court Volunteers.

2. Court Volunteer intake information for the Court Volunteers appearing on the list pursuant to Section 22.3(D)(1).
  3. A list of Court Volunteers who were issued a community service completion certificate by the CSRA. This list must cover a time frame of three months prior to the date of the written permanent removal notice from the County.
- E. With the exception of Court Volunteers who appear on lists pursuant to Section 22.3(D)(1), the Court shall not accept any community service completion certificate or progress report from the permanently removed CSRA. Additionally, appearance on a list pursuant to Section 22.3(D)(3) does not obligate or guarantee that the Court or the County will accept or consider valid a community service progress report or completion certificate from a listed Court Volunteer.
- F. **Finality of Decision:** The County's decision to permanently remove a CSRA from CRCS for cause shall be considered final and not subject to further review.

22.4 Individual Disqualification from CRCS:

- A. The County may disqualify an individual from participation as a staff member at any capacity for a CRCS-approved CSRA or partnering Service Provider for committing serious or excessive non-compliance with CRCS Policies and Procedures. Examples of serious or excessive non-compliance committed by an individual includes, but is not limited to:
1. Selling, soliciting, or coordinating the sale of community service completion certificates.
  2. Knowingly permitting the sale of community service completion certificates while serving in a managerial, supervisory, or another administrative-level capacity with the CSRA.
  3. Repeated or serious violation of CRCS Policies and Procedures resulting in the CSRA being suspended or permanently removed from CRCS.
  4. Having been found guilty in a court of law of any crime of moral turpitude.
  5. Any conduct deemed by the County or Court to be of a criminal nature and/or unethical business practices.
- B. CSRAs who hire or retain the employment of a disqualified individual, pursuant to Section 22.4(A) may be considered non-compliant and subject to disciplinary action – up to and including permanent removal pursuant to Section 22.3.

- C. Service Providers who hire or retain the employment of a disqualified individual, pursuant to 22.4(A) may be considered non-compliant and subject to disciplinary action – including suspension pursuant to Section 22.5. CSRAs shall be notified by the County of any Service Provider suspension or termination. CSRAs who continue to refer Court Volunteers to a suspended or terminated Service Provider following notice from the County may be considered non-compliant and subject to disciplinary action - up to and including permanent removal pursuant to Section 22.3.
- D. To help ensure the integrity of the CSRA's community service referral operations and maintain good standing in CRCS, CSRAs are strongly encouraged to manage and monitor their staff and to monitor their partnering Service Providers to ensure compliance with CRCS Policies and Procedures. CSRAs are further encouraged to report to and work with the County regarding any serious or persistent non-compliance committed by their staff or Service Provider staff; however, all decisions regarding the employment of individuals as CSRA or Service Provider staff are considered by the County as business decisions completely at the discretion of the CSRA and Service Provider respectively.
- E. **Notification of Individual Disqualification:** The County shall make every reasonable effort to provide every disqualified individual with written notification regarding their disqualification, via electronic and/or postal mail, using contact information the County has or can obtain from the Court, a Service Provider, or a CSRA. This notification shall provide the reasons for the individual's disqualification from participating pursuant to Section 22.4(A). The County shall also provide notification to all CRCS-approved CSRAs of the disqualified individual.
- F. **Finality of Decision:** The County's decision to disqualify an individual from participating as a staff member for a CSRA or Service Provider shall be considered final and not subject to further review.

22.5 Service Provider Suspension:

- A. At the discretion of the County, all CRCS-approved CSRAs may be directed to remove and discontinue assigning Court Volunteers to a Service Provider that has committed or is committing serious or excessive non-compliance with CRCS Policies and Procedures regarding community service standards. Examples of serious or excessive non-compliance committed by a Service Provider includes, but is not limited to:

1. Selling, soliciting, or coordinating the false reporting of community service hours performed or not actually performed by the Court Volunteer.
2. Knowingly permitting the activities described in Section 22.5(A)(1).
3. Failure to report incidents involving Court Volunteers to the appropriate partnering CSRA.
4. Failure to provide timesheets, log-in sheets, and other Court-ordered community service-related documents to either the appropriate partnering CSRA, the Court, or the County.
5. Mishandling or loss of timesheets, log-in sheets, and other Court-ordered community service-related documents, including the untimely destruction of such documents contrary to Court- or CSRA-required retention periods.
6. Repeated or serious violation of CRCS Policies and Procedures resulting in the CSRA being suspended or permanently removed from CRCS.
7. Having on as staff an individual who is currently under investigation or has been found guilty in a court of law of any crime of moral turpitude.
8. Any conduct deemed by the County or Court to be of a criminal nature and/or unethical business practices.

**B. Suspension Notifications:**

1. The County shall notify the Service Provider of its suspension from CRCS in writing, via electronic and/or postal mail. This notification shall provide the reasons for the CSRA's suspension; and the conditions to be met by the Service Provider for reinstatement. The County shall send a copy of this notification to both the Court and CCJCC.
2. The County shall send written notification regarding the Service Provider's suspension to all CRCS-approved CSRAs. CSRAs who have an active partnership agreement with the suspended Service Provider shall discontinue using the suspended Service Provider for Court Volunteer assignment purposes. CSRAs who do not have an active partnership agreement with the suspended Service Provider shall refrain from partnering with the suspended Service Provider. If this written notification requests a response, the CSRA shall submit their response within the deadline specified in the written notification.
3. CSRAs who continue to refer Court Volunteers to a suspended Service Provider following receipt of the Suspended Service Provider notification pursuant to Section 22.5(B)(2) shall be considered non-compliant and

may be subject to disciplinary action – up to and including Permanent Removal from CRCS, pursuant to Section 22.3.

- C. **Finality of Decision:** The County's decision to suspend a Service Provider from participation with CRCS-approved CSRAs for cause shall be considered final and not subject to further review.

**23.0 Notifications to the County:** All notifications and correspondence to the County regarding CRCS shall be sent to the following address:

Los Angeles County Development Authority  
Traffic Administration Services  
700 W. Main St.  
Alhambra, CA 91801



# EXHIBIT A

[CSRA NAME]  
[CSRA ADDRESS, CITY, STATE, ZIP CODE; TELEPHONE NUMBER]  
**SAFETY BRIEFING ACKNOWLEDGMENT FORM**

Name of service provider: \_\_\_\_\_  
Name of person conducting briefing: \_\_\_\_\_  
Signature of person conducting briefing: \_\_\_\_\_  
Date of briefing: \_\_\_\_\_

**ACKNOWLEDGEMENT:** By signing below, "I hereby acknowledge that on the date indicated above, I completed a safety briefing regarding my community service assignment. I also acknowledge that I was given ample opportunity to ask questions, and that I understand the safety information that I have received. In addition, I understand that it is my responsibility to ask questions concerning safety that may arise in the future. I agree to follow all practices and procedures that were addressed in the briefing and obey all safety rules in the performance of job duties."

**ATTENDANCE ROSTER:**

	COURT VOLUNTEER'S PRINTED NAME	COURT VOLUNTEER'S SIGNATURE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

NOTE: If additional signature space is needed, please use a separate Safety Briefing Acknowledgement Form.

CSRA  
NAME/LOGO

[CSRA Name]  
[CSRA Address, City, State, Zip Code; Telephone number]  
**COURT VOLUNTEER SIGN-IN LOG**

**EXHIBIT B**

Service Provider Name: \_\_\_\_\_

Service Provider Address: \_\_\_\_\_

No.	Date	Court Volunteer's Name	Case Number	Start Time	Lunch Out	Lunch In	End Time	Total (Excludes Lunch)	Court Volunteer's Signature	Court Volunteer Supervisor's Signature
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										

NOTE: If additional space is needed, please use a separate Court Volunteer Sign-In Log.

CSRA  
NAME/LOGO

[CSRA NAME]  
TIMESHEET

EXHIBIT C

**COURT VOLUNTEER INFORMATION**

Name (first, middle, last): \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Case Number: \_\_\_\_\_

Court Volunteer's  
Photo

**COMMUNITY SERVICE INFORMATION:**

Intake Date: \_\_\_\_\_  
 Due Date: \_\_\_\_\_  
 Extension Due Date: \_\_\_\_\_  
 Hours Assigned: \_\_\_\_\_  
 Hours Remaining: \_\_\_\_\_  
 Offense: \_\_\_\_\_

**SERVICE PROVIDER INFORMATION:**

Service Provider Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Operating Hours: \_\_\_\_\_

**Volunteer Rules:** Any hours completed with a Service Provider other than the one identified on this timesheet will not be valid. When requesting an extension, you must return to [CSRA NAME] before going to Court. Upon completion of hours, you MUST return to [CSRA NAME] before going to the Court. **All attempted briberies and forgeries will be reported to Court officials.**

**Service Provider Rules:** Service Providers must comply with all Federal, State, and local labor laws as they apply. The Court Volunteer may only perform a maximum of nine (9) hours per day. Court Volunteers must have a minimum half-hour break if performing five (5) or more hours in a day, and MUST be supervised at all times by your organization's staff. Credit can only be given for hours completed. The Service Provider name and address on this timesheet MUST match that of your organization. Upon completion of hours, or when the Court Volunteer needs to return to Court, this timesheet MUST be stamped, signed by an authorized Court Volunteer Supervisor, and all the empty spaces below the last entry MUST be crossed out. All accidents MUST be immediately reported to [CSRA NAME].

Date (MM/DD/YY)	Hours Performed	Total Hours	Court Volunteer Supervisor's Signature	Date (MM/DD/YY)	Hours Performed	Total Hours	Court Volunteer Supervisor's Signature
	to				to		
	to				to		
	to				to		
	to				to		
	to				to		
	to				to		

I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS BOTH TRUE AND CORRECT. (PERJURY IS PUNISHABLE BY IMPRISONMENT, FINE, OR BOTH.)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED STAFF

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

CSRA  
NAME/LOGO

[CSRA NAME]  
**COMMUNITY SERVICE**

**EXHIBIT D**

- PROGRESS REPORT**
- PROOF OF ENROLLMENT**

(Please check one of the above)

**DEFENDANT INFORMATION:**

Name (first, middle, last): \_\_\_\_\_

Street Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License/ID #: \_\_\_\_\_ Case Number: \_\_\_\_\_

Referring Court: \_\_\_\_\_ Court Dept./Div: \_\_\_\_\_

**COMMUNITY SERVICE INFORMATION:**

Intake Date: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ # of Hrs. Required: \_\_\_\_\_

Due Date: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ # of Hrs. Completed: \_\_\_\_\_

Extension Due Date: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ Offense: \_\_\_\_\_

SERVICE PROVIDER NAME	SERVICE SITE LOCATION ADDRESS (STREET ADDRESS, CITY, STATE, ZIP CODE)	HOURS COMPLETED	DATE HOURS COMPLETED

**COMMENTS:**

To be completed by authorized staff of [CSRA NAME]:

**I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT. (PERJURY IS PUNISHABLE BY IMPRISONMENT, FINE, OR BOTH.)**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED STAFF

\_\_\_\_\_  
DATE

[CSRA NAME]  
[CSRA ADDRESS]  
[CSRA PHONE #]

CSRA OFFICIAL SEAL AND STAMP

CSRA  
NAME/LOGO

[CSRA NAME]  
COMMUNITY SERVICE  
COMPLETION CERTIFICATE

EXHIBIT E

DEFENDANT INFORMATION:

Name (first, middle, last): \_\_\_\_\_  
Street Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Driver's License/ID #: \_\_\_\_\_ Case Number: \_\_\_\_\_  
Referring Court: \_\_\_\_\_ Court Dept./Div: \_\_\_\_\_

COMMUNITY SERVICE INFORMATION:

Intake Date: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ # of Hrs. Required: \_\_\_\_\_  
Date Service Began: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ # of Hrs. Completed: \_\_\_\_\_  
Due Date: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ Offense: \_\_\_\_\_  
Extension Due Date: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

SERVICE PROVIDER NAME	SERVICE SITE LOCATION ADDRESS (STREET ADDRESS, CITY, STATE, ZIP CODE)	HOURS COMPLETED	DATE HOURS COMPLETED
1.			
2.			
3.			

To be completed by authorized staff of [CSRA NAME]:

I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE  
STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT.  
(PERJURY IS PUNISHABLE BY IMPRISONMENT, FINE, OR BOTH.)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED STAFF

\_\_\_\_\_  
DATE

[CSRA NAME]  
[CSRA ADDRESS]  
[CSRA PHONE #]

CSRA OFFICIAL SEAL AND STAMP

CSRA  
NAME/LOGO

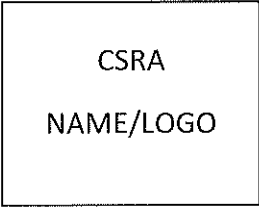
**OUT-OF-COUNTY COMMUNITY SERVICE  
TRANSFER FORM**  
[CSRA NAME]  
[CSRA ADDRESS]  
[CSRA PHONE NUMBER]

**EXHIBIT F**

REFERRAL INFORMATION							
[CSRA NAME] Representative:				Date Referred:			
Phone Number:		Fax Number:					
RECEIVING AGENCY INFORMATION							
Agency Name:							
Phone Number:		Fax Number:					
Street Address:							
City:		State:		Zip Code:		County:	
COURT VOLUNTEER INFORMATION							
Court Volunteer's Name:							
Street Address:							
City:		State:		Zip Code:			
Date of Birth:		Phone Number:					
Case Number:		Sentencing Date:					
Offense:		Court Due Date:					
Hours Assigned:							
Program Type:		<input type="checkbox"/> Caltrans <input type="checkbox"/> Community Labor <input type="checkbox"/> Community Service <input type="checkbox"/> Graffiti Removal <input type="checkbox"/> HAM					
<b>Instructions for Receiving Agency (court dates, extension request process, reporting instructions, etc.):</b>							

**This section is to be completed by the Service Provider where community service hours were performed:**

Service Provider Name:		
Service Site Address(es):		
Total Hours Completed:		Date Hours Completed:
Comments:		
Hours Certified By:		
Print Name:	Signature:	Date:



**[CSRA NAME]  
 AUTHORIZED SIGNERS**

# EXHIBIT G

The following designated staff are authorized to verify and sign-off on Court Volunteer documents on behalf of [CSRA Name]:

Pursuant to Court-Referred Community Service Program Policies and Procedures, Section 11.5C, should the Community Service Referral Agency (CSRA) make any changes to Authorized Signers, the CSRA shall furnish the County with updated information regarding the changes within seven (7) days of the changes going into effect.

Print Name:		Title:	
Signature:		Initials (handwritten):	
Primary Business Address:			
Business Phone Number:			
Print Name:		Title:	
Signature:		Initials (handwritten):	
Primary Business Address:			
Business Phone Number:			
Print Name:		Title:	
Signature:		Initials (handwritten):	
Primary Business Address:			
Business Phone Number:			
Print Name:		Title:	
Signature:		Initials (handwritten):	
Primary Business Address:			
Business Phone Number:			
Print Name:		Title:	
Signature:		Initials (handwritten):	
Primary Business Address:			
Business Phone Number:			



# EXHIBIT H

## The County of Los Angeles Court-Referred Community Service (CRCS) Program BOND CERTIFICATION

### KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_  
 [Principal names(s) and DBA]  
 doing business as a Community Service Referral Agency (CSRA) under the authority of the County of Los Angeles (County),  
 whose address is \_\_\_\_\_  
 [Principal's Address]  
 as PRINCIPAL, and \_\_\_\_\_, a  
 [Surety Company]  
 corporation under the laws of \_\_\_\_\_ and authorized to transact a general surety business in the  
 [State of Incorporation]  
 State of California, whose address for service is \_\_\_\_\_  
 [Surety Service Address]  
 as SURETY, are held firmly bound to the People of the State of California in the penal sum of TWENTY-FIVE THOUSAND  
 DOLLARS (\$25,000), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly  
 and severally, firmly by these presents.

### Each certify as follows:

1. The above-named Surety and the above-named Principal shall be liable in the amount of up to twenty-five thousand dollars (\$25,000), jointly and severally for any costs or damages incurred by the (1) Superior Court of California, County of Los Angeles; and (2) the County, which includes the Los Angeles County Development Authority acting as the agent of the County, as a result of failure of the Principal to fully and faithfully comply with the CRCS Program Policies and Procedures, and the laws of the State of California, and of any local jurisdiction wherein the Principal is operating.
2. This Bond Certification term shall begin on \_\_\_\_\_ and may only be terminated upon  
 [Bond Effective Date]  
 at least 30 days prior written notice to the **Los Angeles County Development Authority, Traffic Administration Services, 700 W. Main St., Alhambra, CA 91801.**
3. If the Bond Certification is terminated, the Principal will forthwith cease all operations as a CRCS Program Referral Agency unless and until a replacement Bond Certification has been accepted and approved by the County.
4. The persons signing this agreement certify that they are authorized agents of the entitled for which they have signed this document.
5. The Surety identified herein is licensed and admitted to do business in the State of California and to provide bonds of the type contemplated herein.

Date: \_\_\_\_\_  
 [Notarized signature of Principal/CSRA President/  
 CEO with full authority for agency operations] [Print Name]

Date: \_\_\_\_\_  
 [Notarized signature of Surety Agent]



**COUNTY OF LOS ANGELES  
COURT-REFERRED COMMUNITY SERVICE (CRCS) PROGRAM  
QUARTERLY REPORT**

**EXHIBIT I**

**Instructions:** Pursuant to Section 21.3 of the CRCS Policies and Procedure, each Community Service Referral Agency (CSRA) is required to provide a quarterly report on figures regarding their community service referral operations. The figures should cover the entire CSRA; filing a separate quarterly report for each CSRA business location is not required. The County must receive this report no later than the due date indicated below. Failure to submit a quarterly report in a timely manner may be considered non-compliant with the CRCS Policies and Procedures, and may subject the CSRA to disciplinary action, up to and including removal of the agency from CRCS. Please submit form and attachments electronically to CRCS@lacda.org or fax form to 626-943-3821.

<b>CSRA Name:</b>	
<b>Street Address:</b>	
<b>City, State, Zip Code:</b>	
<b>CSRA Phone Number:</b>	

REPORTING YEAR \_\_\_\_\_ FOR CALENDAR QUARTER OF (Check one box):

- 1<sup>st</sup> Quarter      January 1 - March 31      (due April 30)
- 2<sup>nd</sup> Quarter      April 1 - June 30      (due July 30)
- 3<sup>rd</sup> Quarter      July 1 - September 30      (due October 30)
- 4<sup>th</sup> Quarter      October 1 - December 31      (due January 30)

<b>COURT-REFERRED VOLUNTEER FIGURES:</b>	
1. Number of Court Volunteers assigned to a Service Provider by your agency:	
2. Number of Court Volunteers referred by your agency who completed community service:	
3. Number of Court Volunteers issued fee waivers or fee reduction by your agency:	
4. Number of Court Volunteers whose community service was terminated for cause by your agency:	
5. Number of community service-related incidents/accidents reported involving Court Volunteers assigned by your agency (Pursuant to Section 4.9 of the CRCS Policies and Procedures):	
6. Number of complaints received by your agency (Pursuant to Section 4.15D of the CRCS Policies and Procedures):	
7. Number of active Service Providers your agency is currently partnered with:	
8. Number of Service Providers monitored by your agency during the quarter (Pursuant to Section 4.15C of the CRCS Policies and Procedures):	
9. Number of Court Volunteers transferred to an out-of-county CSRA (Pursuant to Section 7.2 of the CRCS Policies and Procedures):	

**REQUIRED ATTACHMENTS:**

List any Court Volunteer Intake Trainings conducted during the quarter. Please include the date, time, and location of the trainings as well as a list of attendee names and the names of their organizations.

Identify the names of Service Providers monitored in figure #8 (above). Please include the date(s) of the monitoring and identify areas of noncompliance, if any.

Please note that in monitoring all CRCS-approved CSRAs, the County may ask for additional information regarding your agency's submitted quarterly report information.

**CERTIFICATION** (to be completed by authorized CSRA staff):

**I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT. (PERJURY IS PUNISHABLE BY IMPRISONMENT, FINE, OR BOTH.)**

PRINTED NAME OF AUTHORIZED STAFF \_\_\_\_\_

SIGNATURE OF AUTHORIZED STAFF \_\_\_\_\_

DATE \_\_\_\_\_



**CITY OF EL MONTE**  
*PUBLIC WORKS & UTILITIES DEPARTMENT*  
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 11, 2026

February 2, 2026

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 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 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 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 14 years. The Lease Agreement is set to expire on February 6, 2026. The Restated Lease Agreement will be set to expire after four (4) years on February 2030.

**DISCUSSION**

The Veterans of Foreign Wars Post 10218 Hall, a City-owned facility located 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 continues to provide community benefits, and they have indicated a strong desire to continue providing services 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 XX, 2026 and end at 11:59 pm on February XX, 2030 (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). 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 1<sup>st</sup> of each year thereafter commencing with June 1, 2026. 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**

The Lease Agreement will require a payment of one dollar (\$1) per year for the renewal lease of the building located at 11126 Ramona Boulevard. During the proposed month-to-month term, the Veterans of Foreign Wars Post 10218 will be required to remit one dollar (\$1) per year. The consideration of rent is in recognition of the essential public outreach.

### **RECOMMENDATION**

Staff recommends that the City Council approve 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.

HONORABLE MAYOR AND CITY COUNCIL  
FEBRUARY 2, 2026  
PAGE 5

Respectfully submitted,



ALMA K. MARTINEZ  
City Manager

JERRY MORENO  
Public Works & Utilities Director

Attachment(s):

Attachment 1 – Veterans of Foreign Wars Post 10218 Renewal Lease Agreement

DATE: FEBRUARY 11, 2026
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



**CITY OF EL MONTE**  
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT  
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 11, 2026

January 26, 2026

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

Dear Honorable Mayor and City Council:

**A PUBLIC HEARING TO CONSIDER AND ADOPT A RESOLUTION AUTHORIZING AN APPLICATION FOR PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FUNDS; AND A RESOLUTION COMMITTING PLHA PROGRAM FUNDS TO THE EL MONTE HOMEKEY PROGRAM**

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

1. Open the public hearing;
2. Receive a presentation from staff;
3. Allow a public comment period;
4. Close the public hearing;
5. Adopt the proposed Resolution (Attachment 1) for the California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation Program (PLHA) application;
6. Authorize the allocation of PLHA funds in accordance with the revised and published 5-Year PLHA Allocation Activity Plan;
7. Adopt the proposed Resolution (Attachment 2) committing PLHA Program Funds to the El Monte Homekey Program; and
8. Authorize the City Manager, or her designee, to enter into, execute, and deliver all other documents required or deemed necessary or appropriate to evidence and secure the PLHA grant funds.

## **BACKGROUND**

The California Department of Housing and Community Development (HCD) announced the release of approximately \$335 million in funding for the Permanent Local Housing Allocation (PLHA) program. Funding for this PLHA program is provided pursuant to Senate Bill 2 (SB 2), which established a permanent source of funding intended to increase the affordable housing stock in California. The PLHA program is intended to increase supply of housing for households at or below 60% of area median income; increase assistance to affordable owner-occupied workforce housing; assist persons experiencing or at-risk of homelessness; facilitate housing affordability; and promote projects and programs to meet regional housing need allocations.

The Notice of Funding Availability (NOFA) for the PLHA program was re-opened on August 17, 2022. HCD determined thresholds and requirements for Entitlement and Non-entitlement local governments. Grant allocation amounts are based on the formula prescribed under federal law for the Community Development Block Grant. The City of El Monte (the "City") is eligible to apply for a total estimated 5-year allocation amount of \$4,896,633.

Funds allocated to eligible applicants must be used to carry out one (1) or more of the following eligible activities:

1. The predevelopment, development, acquisition, rehabilitation and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation and preservation of affordable rental and ownership housing, including ADUs, that meets the needs of a growing workforce earning up to 120 percent of AMI.
3. Matching portions of funds placed into a Local or Regional Housing Trust Fund.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at-risk of homelessness by providing rapid rehousing, rental assistance, supportive/case management services, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. Accessibility modifications in lower-income owner-occupied housing.
8. Efforts to acquire and rehab foreclosed or vacant homes and apartments.
9. Homeownership opportunities including down payment assistance.

The City submitted an application on July 23, 2020 in response to the original NOFA released February 26, 2020. For this application, the City prepared and published for public comment a 5-Year PLHA Allocation Activity Plan which demonstrated the City would use its grant funds to provide housing rehabilitation grants; loans to develop ADUs; and gap financing loans for down payment assistance as part of the First Time Homebuyer's Program.

After being awarded \$17.7 million in November 2020 by HCD through the Homekey Program for the acquisition, rehabilitation, and operation of two (2) adjacent motels to become emergency shelter locations for the homeless, the City elected to revise its 5-Year PLHA Allocation Activity Plan to cover some of the capital costs for the new emergency shelters as this is an eligible activity under the PLHA Program.

On March 22, 2021, the City submitted its revised 5-Year PLHA Allocation Activity Plan to HCD after conducting the necessary public hearing. The revised plan proposed to use the allocation to: 1) operate an emergency shelter for the homeless (Homekey); 2) provide grants up to \$30,000 for the rehabilitation of affordable owner-occupied housing for households earning up to 80% AMI; and 3) provide loans up to \$75,000 for the development of accessory dwelling units ("ADU") for households earning up to 120% AMI. The revised plan assigned 50% of each year's allocation to Item 1, 25% of each year's allocation to Item 2, and 25% of each year's allocation to Item 3.

This revision to the plan was accepted by HCD and the Standard Agreement for the 2019 allocation of program funds was fully executed on June 16, 2021. On November 3, 2021, the City requested its 2019 allocation of funds to utilize them for the activities established in the 5-Year PLHA Allocation Activity Plan. The City received a check issued on December 10, 2021, for those requested funds.

The City applied on August 5, 2021, in response to the NOFA released on May 3, 2021, for the 2020 allocation of program funds. HCD awarded the funds to the City on October 18, 2021. The City intends to submit a request for its 2021 allocation in November 2022.

## **DISCUSSION**

Although a Standard Agreement is executed and put into place for the 5-Year PLHA Allocation Activity Plan as a whole, the PLHA program requires agencies to apply annually to request the current funding year's allocation. As such, the City is now preparing to submit its fourth and fifth application to request its 2022 and 2023 allocation of funds. As part of the annual application requirements, a resolution must be approved by the local jurisdiction's governing body authorizing submission of the application and acceptance of program funds.

In addition, the City will amend the 5-Year PLHA Allocation Activity Plan. The City is proposing to eliminate the Accessory Dwelling Unit (ADU) Program for year 4 and 5. Staff

is proposing to reallocate the funds for year four (4) and five (5) to the City’s Homekey Program. Below is a breakdown of how the grant funds will be divided amongst activities.

<b>Funding Year</b>	<b>1 (2019)</b>	<b>2 (2020)</b>	<b>3 (2021)</b>	<b>4 (2022)</b>	<b>5 (2023)</b>
<b>Type of Activity</b>	Emergency Shelter / Transitional Housing	Emergency Shelter / Transitional Housing	Emergency Shelter / Transitional Housing	Emergency Shelter / Transitional Housing	Emergency Shelter / Transitional Housing
<b>Income Level Served</b>	Up to 30% AMI	Up to 30% AMI	Up to 30% AMI	Up to 30% AMI	Up to 30% AMI
<b>Amount of Funds Allocated for Each Activity</b>	\$804,928	\$1,251,106	\$1,032,603	\$690,058	\$528,906
<b>Estimated # of Households Served</b>	133	133	133	133	133

<b>Funding Year</b>	<b>3 (2021)</b>
<b>Type of Activity</b>	ADU
<b>Income Level Served</b>	Up to 120% AMI
<b>Amount of Funds Allocated for Each Activity</b>	\$344,201
<b>Estimated # of Households Served</b>	4

As part of the amendment process, the City must allow the public an adequate opportunity to review and comment on the 5-Year PLHA Allocation Activity Plan to be submitted with the application. This plan details the manner in which allocated funds will be used on eligible activities.

To meet this requirement, a public hearing notice was published in the El Monte Examiner on January 26, 2026, allowing for a 12-day public review and comment period of the 5-Year PLHA Allocation Activity Plan. As of writing this report, no comments have been received. Any comments received after the publication of this report will be delivered to the City Council and made available to the City Council and the public at the Public Hearing on February 11, 2026.

Should the City Council approve the proposed revised 5-Year PLHA Allocation Activity Plan, the City Council is also required to adopt a resolution (Attachment 2) to commit a portion of its 5-year allocation of funds to the Homekey Program. Per the proposed revised 5-Year PLHA Allocation Activity Plan, the City is committing up to \$4,307,602 for the Homekey Program expenditures related to capital, rehabilitation, and operation costs. These committed funds will be available for the Homekey Program until April 30, 2027, for year four (4) and April 30, 2028 for year five (5). The formal commitment of these funds will

allow the City to be eligible to receive its year four (4) and year (5) allocations of funds (Homekey and ADU program) as well as to use their PLHA funds for project related expenditures.

City staff is currently revising the 5-Year PLHA Allocation Activity Plan and preparing the PLHA Request for funds for years four (4) and year (5).

### **FISCAL IMPACT**

There will be no fiscal impact to the General Fund. The estimated funding amount of \$4,896,633 will cover operating and capital costs of an emergency shelter and/or transitional housing; and provide loans to low- and moderate-income residents for development costs related to ADUs. The PLHA Program does not require any matching funds and allows five percent (5%) of the allocation to be used for administrative costs.

### **CONCLUSION**

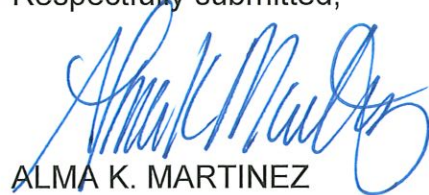
It is recommended that the City Council adopt a Resolution for the California Department of Housing and Community Development's Permanent Local Housing Allocation Program (PLHA) application; authorize the allocation of PLHA funds in accordance the revised and published 5-Year PLHA Allocation Activity Plan; adopt a Resolution Committing PLHA Program Funds to the El Monte Homekey Program; and authorize the City Manager, or her designee, to enter into, execute, and deliver all other documents required or deemed necessary or appropriate to evidence and secure the PLHA grant funds.

HONORABLE MAYOR AND CITY COUNCIL

JANUARY 26, 2026

PAGE 6

Respectfully submitted,



ALMA K. MARTINEZ  
City Manager



STEVEN FOWLER  
Director of Community and Economic Development

Attachments:

1. Resolution PLHA Application and 5-Year PLHA Allocation Activity Plan
2. Resolution Committing PLHA Program Funds to the El Monte Homekey Program

DATE: February 11, 2026
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVED AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK

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

**AUTHORIZING RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AUTHORIZING THE APPLICATION OF AND ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PLAN**

A necessary quorum and majority of the City Council Members of the City of El Monte, (the "City") a California municipality, hereby consents to, adopts, and ratifies the following resolution:

WHEREAS, the California Department of Housing and Community Development (HCD) is authorized to provide up to \$335 million under the Senate Bill 2 (SB2) Permanent Local Housing Allocation (PLHA) Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code Section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)); and

WHEREAS, HCD issued a Notice of Funding Availability ("NOFA") dated August 17, 2022 under the PLHA Program; and

WHEREAS, the City of El Monte is an eligible local government who has applied for the Program funds to administer one (1) or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible local government delegated its PLHA formula allocation; and

WHEREAS, HCD may approve funding allocations for the PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between HCD and PLHA grant recipients.

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

**SECTION 1.** If the City receives a grant of PLHA funds from HCD pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts the City of El Monte may have with HCD.

**SECTION 2.** The City is hereby authorized and directed to receive a PLHA grant in an amount not-to-exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA (\$4,896,633) in accordance with all applicable rules and laws.

**SECTION 3.** The City hereby agrees to use the PLHA funds for eligible activities as approved by HCD and in accordance with all Program requirements, Guidelines, other

rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the City and HCD.

**SECTION 4.** Pursuant to Section 302(c)(4) of the Guidelines, the City's PLHA Plan for the 2019-2023 Allocations is attached to this Resolution, and the City hereby adopts this PLHA Plan and certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.

**SECTION 5.** Pursuant to the City's certification in this Resolution, the PLHA funds will be expended only for eligible activities and consistent with all Program requirements.

**SECTION 6.** The City certifies that, if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A)(B) and (C).

**SECTION 7.** The City shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines, and any other applicable SB 2 Guidelines published by HCD.

**SECTION 8.** The City Manager, or designee, is authorized to execute the PLHA Program application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to the City, as HCD may deem appropriate.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting on this 11th day of February 2026.

---

Jessica Ancona, Mayor  
City of El Monte

ATTEST:

---

Gabriel Ramirez, City Clerk  
City of El Monte

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

I, Gabriel Ramirez, City Clerk of the City of El Monte, do hereby certify that the above and foregoing Resolution No. \_\_\_\_\_ was passed, approved, and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a meeting of said City on this 11th day of February 2026, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Gabriel Ramirez, City Clerk  
City of El Monte

**CERTIFICATE OF THE ATTESTING OFFICER**

The undersigned, City Clerk of the City of El Monte, does hereby attest and certify that the foregoing Resolution is a true, full, and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: \_\_\_\_\_  
Signature of Attesting Officer  
Gabriel Ramirez, City Clerk  
City of El Monte

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

**AUTHORIZING RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AUTHORIZING THE COMMITMENT OF PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FUNDS TO THE EL MONTE HOMEKEY PROGRAM**

A necessary quorum and majority of the Council Members of the City of El Monte (the "City"), a California municipality, hereby consents to, adopts, and ratifies the following resolution:

WHEREAS, the California Department of Housing and Community Development (HCD) is authorized to provide up to \$335 million under the Senate Bill 2 (SB2) Permanent Local Housing Allocation (PLHA) Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))); and

WHEREAS, HCD issued a Notice of Funding Availability ("NOFA") dated August 17, 2022 under the PLHA Program; and

WHEREAS, the City is an eligible local government who has applied for the program funds to administer one (1) or more eligible activities; and

WHEREAS, HCD may approve funding allocations for the PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between HCD and PLHA grant recipients; and

WHEREAS, the 2019 PLHA Final Guidelines state the City will not be eligible to receive a new allocation of PLHA funds if it has an uncommitted amount of formula PLHA funds greater than the amount of the pending annual allocation.

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

**SECTION 1.** The City 5-Year PLHA Allocation Activity Plan allocated year 1, 2, 4, & 5 of PLHA funds for capital and operation costs for emergency shelters and/or transitional housing as this is in eligible activity under the PLHA Program.

**SECTION 2.** The City hereby commits to using up \$4,307,602 of PLHA funds for the El Monte Homekey Program expenditures and these funds will be available until April 30, 2028.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting on this 11th day of February 2026.

---

Jessica Ancona, Mayor  
City of El Monte

ATTEST:

---

Gabriel Ramirez, City Clerk  
City of El Monte

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

I, Gabriel Ramirez, City Clerk of the City of El Monte, do hereby certify that the above and foregoing Resolution No. \_\_\_\_\_ was passed, approved, and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a meeting of said City on this 11th day of February 2026, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Gabriel Ramirez, City Clerk  
City of El Monte

#### CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, City Clerk of the City of El Monte, does hereby attest and certify that the foregoing Resolution is a true, full, and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: \_\_\_\_\_  
Signature of Attesting Officer  
Gabriel Ramirez, City Clerk  
City of El Monte



**PUBLIC NOTICE  
CITY OF EL MONTE**

**Notice of Public Hearing and Comment Period  
for the**

**CITY OF EL MONTE REVISED 5-YEAR ALLOCATION PLAN FOR PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FUNDS**

**TO ALL INTERESTED PARTIES:**

**NOTICE IS HEREBY GIVEN** that the El Monte City Council will hold a public hearing for the Revised 5-Year Allocation Plan for Permanent Local Housing Allocation (PLHA) Program Funds:

**Hearing Date:** Wednesday, February 11, 2026

**Time:** 7:00 p.m. or as soon thereafter as the matter may be heard

**Place:** City Hall East, City Council Chambers, 11333 Valley Boulevard, El Monte, CA 91731

**Description:** The City of El Monte is eligible to apply for a total estimated 5-year allocation amount of \$5,083,752 through the Permanent Local Housing Allocation (PLHA) Program. The City is interested in revising the use of its allocation to: 1) rehabilitate and operate emergency shelter and/or transitional housing for the homeless; and 2) administrative costs up to five percent of the allocation.

<b>Funding Year</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Type of Activity</b>	Emergency Shelter / Transitional Housing Up to 30% AMI	Emergency Shelter / Transitional Housing Up to 30% AMI	Emergency Shelter / Transitional Housing Up to 30% AMI	Emergency Shelter / Transitional Housing Up to 30% AMI	Emergency Shelter / Transitional Housing Up to 30% AMI
<b>Income Level Served</b>					
<b>Amount of Funds Allocated for Each Activity</b>	\$804,928	\$1,251,106	\$1,032,603	\$690,058	\$528,906

Estimated # of Households Served	133	133	133	133	133
----------------------------------	-----	-----	-----	-----	-----

<b>Funding Allocation Year</b>	<b>3</b>
Type of Activity	ADU
Percentage of Funds Allocated for Each Activity	25%
Area Median Income Level Served	120%

**Proposed Plan Schedule of Events:**

12-Day Public Comment and Review Period Begins	Monday, January 26, 2026
12-Day Public Comment and Review Period Ends	Friday, February 5, 2026
City Council Public Hearing	Wednesday, February 11, 2026

**Availability of Plan for Public Comment:** The City of El Monte encourages citizen participation in the planning process. A Public Hearing regarding the proposed 5-Year PLHA Allocation Activity Plan will be held on **Wednesday, February 11, 2026**, at 7:00p.m. at the El Monte City Council Chambers, located at City Hall East, 11333 Valley Boulevard, El Monte, CA.

A copy of the Plan is attached to this notice and is available for public review and comment online at the City of El Monte Community and Economic Development webpage: <https://www.ci.el-monte.ca.us/547/News-Notices>, and at City Hall during normal business hours, Monday through Thursday, 7:00a.m.-5:30p.m.:

- El Monte City Clerk’s Office, City Hall East, 11333 E. Valley Boulevard, El Monte, CA
- El Monte Housing Division, City Hall West, 11333 E. Valley Boulevard, El Monte, CA

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

- 1) Call-in Conference Line – comments/questions can be submitted per the instructions at the beginning of the meeting; and

2) Email – all interested parties can submit questions/comments in advance to the City Clerk’s general email address: [CityClerk@elmonteca.gov](mailto:CityClerk@elmonteca.gov).

**Accessibility:** It is the intention of the City of El Monte to complete with the Americans with Disabilities Act (ADA) in all respects. The City of El Monte will attempt to accommodate attendees in every reasonable manner. Please contact the City Clerk at least 72 hours prior to the above scheduled public hearing to establish need and to determine if additional accommodation is feasible.

For more information, contact Vanessa Sedano, Housing Manager for the City of El Monte Community and Economic Development Department at (626) 258-8831 or via email at [vsedano@elmonteca.gov](mailto:vsedano@elmonteca.gov).



**CITY OF EL MONTE**  
*PUBLIC WORKS & UTILITIES DEPARTMENT*  
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF FEBRUARY 11, 2026

January 12, 2026

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

Dear Mayor and City Council:

**CONSIDERATION AND APPROVAL OF A CONTRACT SERVICES AGREEMENT  
WITH BEROKOFF ELECTRIC FOR ON-CALL AS-NEEDED ELECTRICIAN SERVICES  
FOR A NOT-TO-EXCEED AMOUNT OF \$120,000**

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

1. Consider and approve a Contract Services Agreement with Berokoff Electric, for on-call as-needed electrician services for a not-to-exceed amount of \$120,000; and
2. Authorize the City Manager, or her designee, to execute a Contract Services Agreement with Berokoff Electric.

**BACKGROUND**

The Public Works Department (the "Department") is responsible for maintaining City facilities, parks, and right-of-way infrastructure including well sites, sewer sites, and the operable unit. These units are comprised of complex electrical systems that require maintenance by a qualified, licensed electrician.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Staff solicited three (3) Time & Material quotes from qualified Electricians (Attachment 1). Contractors were asked to submit a Time & Materials bid for on-call electrical repairs, lighting installation, upgrades, troubleshooting, and electrical diagnostics.

Staff recommends awarding a Contract Services Agreement to the lowest responsible bidder, Berokoff Electric, to provide Citywide electrician services on-call and as-needed (Attachment 2).

**FISCAL IMPACT/FINANCING**

The Department will utilize the General Fund, Proposition C Fund, Water Authority Fund, and Sewer Fund for an amount not-to-exceed \$120,000. The amounts used per fund and per account will vary based on the location and nature of the electrician’s work. All work in total will not exceed \$120,000 in fiscal year 2025-2026.

<b>Fund</b>	<b>Account(s)</b>
General Fund	100-67-673-4-0-61110-00000 100-67-685-4-0-61110-00000
Proposition C Fund	203-60-576-4-0-61110-00000
Water Authority Fund	600-69-695-4-0-61110-00000
Sewer Fund	650-69-693-4-0-61110-00000

**STRATEGIC PLAN 2023 IMPLEMENTATION**

The recommended action will further the City’s Strategic Plan Goal 4: Improve Infrastructure/City Fleet and City-Wide Sustainability.

**CONCLUSION**

Staff recommends that the City Council approve and award a Contract Services Agreement with Berokoff Electric; and authorize the City Manager or her designee to execute the Contract Services Agreement on behalf of the City for a not-to-exceed amount of \$120,000.

HONORABLE MAYOR AND CITY COUNCIL  
JANUARY 12, 2026  
PAGE 3

Respectfully submitted,



ALMA K. MARTINEZ  
City Manager



JERRY MORENO  
Public Works & Utilities Director

Attachment(s):

Attachment 1 – Bid Summary Sheet

Attachment 2 – Contract Services Agreement

DATE: JANUARY 28, 2026
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



# **CITY OF EL MONTE**

*PUBLIC WORKS DEPARTMENT*  
CITY COUNCIL AGENDA REPORT

**ATTACHMENT 1**

**BID SUMMARY SHEET**



**CITY OF EL MONTE**  
*PUBLIC WORKS & UTILITIES DEPARTMENT*  
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JANUARY 28, 2026

**LIST OF BIDS**

<b>Vendor</b>	<b>Bid</b>
Berokoff Electric	\$1,242
Graphic Electric	\$1,265
Michael Lawrence Electric	\$1,680
<b>Nexus</b>	
Bid totals were the Time & Material sum of a Journeyman and Apprentice at the regular, overtime, and double overtime rates.	

## **CITY OF EL MONTE**

### **ON-CALL ELECTRICIAN CITY REQUIREMENTS**

The City of El Monte requires an on-call electrician for electrical repairs, lighting installation, upgrades, trouble shooting, and diagnosing electrical issues Citywide. The City requirements will also include the following:

- Upgrade park and building light fixtures to energy efficient LED's;
- Upgrade parking lot and street light fixtures to energy efficient LED's;
- Install new convenience outlets;
- Install new security lighting and power for new security cameras;
- Install disconnects for HVAC units;
- Troubleshoot and diagnose electrical issues;
- Work with the City of El Monte Information Technology and Police Departments on various projects citywide;
- Install data cable wire to offices;
- Install decorative and/or landscape lighting; and,
- Other electrical projects as requested and as needed.



City of El Monte

Bid Sheet

2025-2026

Information:

Date:

Contractor: Berokoff Electric DIR #1000454198	E-Mail: <a href="mailto:berokoffelectric@gmail.com">berokoffelectric@gmail.com</a>
Address: 13934 Valna Dr Whittier CA 90605	Office: Mobile: 562 254-5255

Hourly Rates: Hourly rates are based on Prevailing Wage

	Regular Rate	Overtime Rate	Double OT Rate
Superintendent			
Foreman			
Journeyman	\$140	\$210	\$285
Apprentice	\$132	\$200	\$275
Trade Specialist			
Trade Technician			
Trade Laborer			
Other:			

Please specify the days/hours for Regular Hours, Overtime, and Double Overtime.

Regular Hours	6:30am-3:00pm
---------------	---------------



## City of El Monte

### Bid Sheet

**2025-2026**

**Information:**

Contractor: DIR# 1000021014	E-Mail: chase@graphicelectric.org
Address: 6644 E 26 <sup>th</sup> Street Commerce, CA 90040	Office: 323.728.4277 Mobile: N/A 24hr on call @ number above

**Hourly Rates: Hourly rates are based on Prevailing Wage**

	Regular Rate	Overtime Rate	Double OT Rate
Superintendent			
Foreman			
Journeyman	\$145	\$220	\$290
Apprentice	\$135	\$205	\$270
Trade Specialist			
Trade Technician	\$220	\$330	\$440
Trade Laborer			
Other:			

**Please specify the days/hours for Regular Hours, Overtime, and Double Overtime.**

Regular Hours	6am-2:30pm Monday - Friday
Overtime	2:30pm – 6:30pm M-F & Saturday
Double Overtime	6:30pm to 6am & Sunday

**Equipment:**

Equipment	Rate
Truck	\$20
Other	
Trip Charges(Automation Technician)	0.49/mile portal to portal
Material Mark-up Percentage	15%

**Information:**

Contractor: Michael Lawrence Electric, Inc.	E-mail: mlluna26@yahoo.com
Address: 3409 Sandoval Ave	Office:
Pico Rivera, Ca. 90660	Mobile: 213-591-0829

**Hourly Rates:**

	Regular Rate	Overtime Rate	Double Overtime Rate
Superintendent	\$250	\$375	\$500
Foreman	\$225	\$337.50	\$450
Journeyman	\$195	\$292.50	\$390
Apprentice	\$165	\$247.50	\$330
Trade Specialist	\$225	\$337.50	\$450
Trade Technician	\$195	\$292.50	\$390
Trade Laborer	\$125	\$187.50	\$250
Other:			

Please specify the days/hours that qualify Regular Hours, Overtime, and Double Overtime.

Regular Hours	8 Hours Monday Thru Friday
Overtime	Saturday & Over 8 Hours Monday Thru Friday
Double Overtime	Sunday's and Holiday's

**Equipment:**

Equipment	Rate
Truck	\$75 Per day
Boom/Lift Truck	\$600 Per Day
Crane	
Other:	
Office	\$110 Per Day
Trip Charges	1 Hour Minimum
Material Mark-up Percentage	15%



**CITY OF EL MONTE**  
*PUBLIC WORKS DEPARTMENT*  
CITY COUNCIL AGENDA REPORT

**ATTACHMENT 2**

**CONTRACT SERVICE AGREEMENT**



2026

CONTRACT SERVICES AGREEMENT

(Contractor: Berokoff Electric)

(Nature of Engagement: On-Call As-Needed Electrician Services)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and BEROKOFF ELECTRIC (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires on-call, as-needed, electrician services for City-wide buildings; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of \_\_\_\_\_, 2026, under Agenda Item No. \_\_\_\_\_.

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

**Section 1. Description of the Services.**

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the electrical services and tasks described in CITY's "On-Call Electrician – City Requirements" (hereinafter, the "City Requirements") and the written proposal of CONTRACTOR (hereinafter, the "Contractor Proposal"). The City Requirements and Contractor Proposal are attached hereto as **Exhibits "A"** and **"B"**, respectively. The capitalized term "Scope of Services" shall be a collective reference to the City Requirements and the Contractor Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks

referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled City Requirements and the provisions of the document entitled Contractor Proposal, the document entitled City Requirements shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Services should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Services is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

**Section 2. Term.**

- A. This Agreement shall have a term commencing from the Effective Date through June 30, 2026 (hereinafter, the "Term").
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- C. CONTRACTOR shall perform the Services continuously and with due diligence. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents.

- D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONSULTANT's employees.
- F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- G. CONTRACTOR shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines.

**Section 3. Prosecution of Services.**

- A. CONTRACTOR shall perform the Services contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
  - 1. A detailed description of the specific services or tasks requested;
  - 2. The location of where the particular services or tasks are to be performed, if applicable;
  - 3. A not-to-exceed budget for performing the services or tasks;
  - 4. A timeline for completing the requested services or tasks;
  - 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
  - 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONTRACTOR shall perform no Services under this Agreement without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Services under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Services to completion in a timely and a diligently manner as possible.

**Section 4. Compensation.**

- A. CONTRACTOR shall perform all the Services in accordance with the rates set forth in CONTRACTOR's Approved Fee Schedule, attached and incorporated as **Exhibit "C"**.
- B. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the aggregate sum of **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000)** (hereinafter, the "Aggregate Not-to-Exceed Sum"). CONTRACTOR further agrees that the Aggregate Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.
- C. Following the conclusion of Services requested pursuant to Section 3, above, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

**Section 5. Standard of Care.** CONTRACTOR represents, acknowledges and agrees as follows:

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;
- B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;
- C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;

- E. CONTRACTOR understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;
- G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and
- H. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the CITY or the City or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Services in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

#### **Section 6. Representatives.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be JERRY MORENO, Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the

progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

- B. Contractor Representative. For the purposes of this Agreement, JOHN BEROKOFF, Principal, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

### **Section 7. Contractor's Personnel.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Services, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

- F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

**Section 8. Substitution of Key Personnel.** CONTRACTOR 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, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR 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 CONTRACTOR at the request of the CITY.

**Section 9. Prevailing Wages and General Labor Compliance and Reporting.**

- A. CONTRACTOR and any subcontractor performing or contracting any portion of the Services shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall

pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid to worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain

and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract. The Notice to Proceed with the Services under this Contract will not be issued, and CONTRACTOR shall not commence the Services, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence Services on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the CITY's review and records.

- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

**Section 10. Prohibited Interests.** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**Section 11. Independent Contractor.**

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**Section 12. Conflicts of Interest.** CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the

performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

**Section 13. Non-Discrimination.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

**Section. 14. Indemnification.**

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an

Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

**Section 15. Insurance.**

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
  - 1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
  - 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  - 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
- F. CONTRACTOR shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees,

attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Section 16. Records and Inspection.** CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Services and enable the CITY to evaluate the performance of the Services. The Contract Officer shall have full and free access to such books and records

at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

### **Section 17. Termination.**

A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, or the City Manager. CONTRACTOR may only terminate this Agreement for cause.

B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Event of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default

upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "B"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as

provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

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

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**Section 18. Force Majeure.** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather,

fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

**Section 19. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

**If to CITY:**

City of El Monte  
City Hall – West, 2<sup>nd</sup> Floor  
11333 Valley Boulevard  
El Monte, CA 91731  
Phone: 626-580-2056  
Attn: Jerry Moreno, Director of Public Works

**If to CONTRACTOR:**

Berokoff Electric  
13934 Valna Drive  
Whittier, CA 90605  
Phone: (562) 254-5255  
Attn: John Berokoff

**Section 20. Prohibition.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**Section 21. Attorney Fees.** In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

**Section 22. Entire Agreement.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**Section 23. Governing Law; Jurisdiction.** This Agreement shall be interpreted and

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

**Section 24. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**Section 25. Captions.** The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

**Section 26. Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY OF EL MONTE, a municipal corporation:**

**BEROKOFF ELECTRIC:**

By: \_\_\_\_\_  
Alma K. Martinez  
City Manager

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Richard Padilla  
Assistant City Attorney

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**CITY REQUIREMENTS**

**ON-CALL ELECTRICIAN**

The City of El Monte requires an on-call electrician for electrical repairs, lighting installation, upgrades, trouble shooting, and diagnosing electrical issues Citywide. The City requirements will also include the following:

- Upgrade park and building light fixtures to energy efficient LED's;
- Upgrade parking lot and street light fixtures to energy efficient LED's;
- Install new convenience outlets;
- Install new security lighting and power for new security cameras;
- Install disconnects for HVAC units;
- Troubleshoot and diagnose electrical issues;
- Work with the City of El Monte Information Technology and Police Departments on various projects citywide;
- Install data cable wire to offices;
- Install decorative and/or landscape lighting; and
- Other electrical projects as requested and as needed.

**EXHIBIT "B"**  
**CONTRACTOR PROPOSAL**

**EXHIBIT "C"**  
**APPROVED FEE SCHEDULE**

**Contractor shall perform the services and tasks contemplated under this Agreement in accordance with the following schedule of fees and charges:**