# NOTICE AND CALL
## OF A
# SPECIAL MEETING
## OF THE
# CITY COUNCIL

**TO THE MEMBERS OF THE AFOREMENTIONED AGENCIES AND THE CITY CLERK OF THE CITY OF BALDWIN PARK**

**NOTICE IS HEREBY GIVEN** that a Special Meeting is hereby called to be held on **WEDNESDAY, January 15, 2020 at 5:30 PM.** at City Hall – 3rd Floor Conference Room 307, 14403 East Pacific Avenue, Baldwin Park, CA 91706.

Said Special Meeting shall be for the purpose of conducting business in accordance with the attached Agenda.

**NO OTHER BUSINESS WILL BE DISCUSSED**

Dated: January 9, 2020.

Manuel Lozano
Mayor

**AFFIDAVIT OF POSTING**

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting of January 15, 2020.

Lourdes Morales,
Chief Deputy City Clerk

# AGENDA

# BALDWIN PARK

# CITY COUNCIL
# SPECIAL MEETING

Please note time and meeting location

## JANUARY 15, 2020
## 5:30 PM

***CITY HALL – 3rd Floor, Conference Room 307***
***14403 EAST PACIFIC AVENUE***
***BALDWIN PARK, CA 91706***
***(626) 960-4011***

| | | |
|---|---|---|
| **Manuel Lozano** | **-** | **Mayor** |
| **Monica Garcia** | **-** | **Mayor Pro Tem** |
| **Alejandra Avila** | **-** | **Council Member** |
| **Paul C. Hernandez** | **-** | **Council Member** |
| **Ricardo Pacheco** | **-** | **Council Member** |

***PLEASE TURN OFF CELL PHONES AND PAGERS WHILE MEETING IS IN PROCESS***
***POR FAVOR DE APAGAR SUS TELEFONOS CELULARES Y BEEPERS DURANTE LA JUNTA***

### *PUBLIC COMMENTS*

*The public is encouraged to address the City Council or any of its Agencies listed on this agenda, but only on any matter posted on this agenda. If you wish to address the City Council or any of its Agencies, you may do so during the* ***PUBLIC COMMUNICATIONS*** *period noted on the agenda. Each person is allowed three (3) minutes speaking time. A Spanish-speaking interpreter is available for your convenience.*

### *COMENTARIOS DEL PUBLICO*

*Se invita al público a dirigirse al Concilio o cualquiera otra de sus Agencias nombradas en esta agenda, para hablar solamente sobre asunto publicado en esta agenda. Si usted desea la oportunidad de dirigirse al Concilio o alguna de sus Agencias, podrá hacerlo durante el período de* ***Comentarios del Público (Public Communications)*** *anunciado en la agenda. A cada persona se le permite hablar por tres (3) minutos. Hay un intérprete para su conveniencia.*

**CITY COUNCIL**
**SPECIAL MEETING – 5:30 P.M.**

## CALL TO ORDER

**ROLL CALL:** **Council Members: Alejandra Avila, Paul C. Hernandez, Ricardo Pacheco, Mayor Pro Tem Monica Garcia and Mayor Manuel Lozano**

## PUBLIC COMMUNICATIONS

*Three (3) minute speaking time limit*
*Tres (3) minutos será el limite para hablar*

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***ESTE ES EL PERIODO DESIGNADO PARA DIRIGIRSE AL CONCILIO***
***FAVOR DE NOTIFICAR A LA SECRETARIA SI REQUIERE LOS SERVICIOS DEL INTERPRETE***
*No se podra tomar acción en algún asunto a menos que sea incluido en la agenda, o a menos que exista algúna emergencia o circunstancia especial. El cuerpo legislativo y su personal podran: 1) Responder brevemente a declaraciónes o preguntas hechas por personas; o 2) Dirigir personal a investigar y/o fijar asuntos para tomar en consideración en juntas proximas. [Codigo de Gobierno §54954.2]*

## OPEN SESSION/STUDY SESSION

- **Prepare LA – Disaster Preparedness Presentation by Erica Frausto-Aguado from American Red Cross**

## RECESS TO CLOSED SESSION

1. **Public Employee**
   Pursuant to Government Code §54957:

   Position: Pubic Works Manager

2. **Conference with Labor Negotiators**
   Pursuant to Government Code Section 54957.6:

   **Agency Designated Representative**: Rebecca T. Green, Richards Watson Gershon, Shannon Yauchzee, Chief Executive Officer, and Laura Thomas, Human Resources/Risk Manager

   **Employee Organizations:** Baldwin Park City Employees Association (CEA)
   Baldwin Park Classified Confidential Employees Association (CCEA)
   Baldwin Park Classified Management Employees Association (CMEA)
   Baldwin Park Police Management Employees Association (PMEA)

Baldwin Park Police Association (POA)
Service Employee International Union (SEIU)

**3. Conference With Legal Counsel—Existing Litigation**

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9:

Case Name: Jim Ballesteros Jr. v. City of Baldwin Park — Case No. 18STCV0013

Case Name: Hadsell v. City of Baldwin Park — Case No. BC548602

Case Name: Salcedo v. City of Baldwin Park — Case No. BC676398

Case Name: City of Baldwin Park v. City of Irwindale — Case No. BS163400

Workers Comp Case Name:Rudy Augero v. City of Baldwin Park — Case No.18STCV00704

Case Name: Robert Ehlers v. City of Baldwin Park — Case No. 19-144091

**4. Real Property Negotiations Pursuant to Government Code §54956.8:**

A. Property: 4150 Puente Avenue (CAN 17-06)
Negotiating Parties: City of Baldwin Park and Shaun Bershatski, RUKLI, Inc.

B. Property: 13111 Spring Street & 428 Cloverleaf Drive (CAN 17-07)
Negotiating Parties: City of Baldwin Park and Ming Hong Huang, 428 Cloverleaf, LLC.

C. Property: 5117 Calmview Avenue (CAN 17-08)
Negotiating Parties: City of Baldwin Park and Victor Chevez and Helen Chau, Casa Verde Group

D. Property: 13467 Dalewood Street (CAN 17-09)
Negotiating Parties: City of Baldwin Park and Darrin Oganesian and Ryan Oganesian, RD Baldwin Park

E. Property: 14837 & 14841 Ramona Boulevard (CAN 17-10)
Negotiating Parties: City of Baldwin Park and Phil Reyes, and Alexis Reyes, Organic Management Solutions, LLC.

F. Property: 5148 Bleecker Street (CAN 17-12)
Negotiating Parties: City of Baldwin Park and Sergio Torres, Enrique Vega and Moses Acosta, Medical Grade Farms BP

G. Property: 15023 Ramona Boulevard (CAN 17-13)
Negotiating Parties: City of Baldwin Park and Shaun Szameit, Joshua Pierce and Kevin Huebner, Kultiv8 Group, LLC.

H. Property: 4621 Littlejohn Street (CAN 17-15)
Negotiating Parties: City of Baldwin Park and Teresa Tsai, GSC Capital Group

I. Property: 5157 Azusa Canyon Road (CAN 17-17)
Negotiating Parties: City of Baldwin Park and Mike Sandoval and Ed Barraza, Elite Green Cultivators

J. Property: 5175 Commerce Drive (CAN 17-18)
Negotiating Parties: City of Baldwin Park and Linda Thong, Pacific Cultivation, LLC.

K. Property: 13450 Brooks Drive, Unit A & C (CAN 17-27)
Negotiating Parties: City of Baldwin Park and Jonathan Yuan Kai Lee, Jefferson Liou, and Jerrell Austin Shepp, Cloud Control, Inc.

L. Property: 4802 Littlejohn Street (CAN 17-28)
Negotiating Parties: City of Baldwin Park and Marco Perez and Ren Yoneyama, VRD, Inc.

M. Property: 13460 Brooks Drive (CAN 17-31)
Negotiating Parties: City of Baldwin Park and Sigrid Lopez and Artem Karapetyan, Green Health Industries, LLC.

N. Property: 1529 Virginia Avenue (CAN 18-01)
Negotiating Parties: City of Baldwin Park and Erik Intermill, Esource LLC

**5. Conference With Legal Counsel—Anticipated Litigation**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9:

Potential Case(s): Three (3)

**RECONVENE IN OPEN SESSION**

**REPORT FROM CLOSED SESSION**

**ADJOURNMENT**

## CERTIFICATION

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby that, certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting of January 15, 2020.

Lourdes Morales
Chief Deputy City Clerk

*PLEASE NOTE: Copies of staff reports and supporting documentation pertaining to each item on this agenda are available for public viewing and inspection at City Hall, 2nd Floor Lobby Area or at the Los Angeles County Public Library in the City of Baldwin Park. For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or e-mail lmorales@baldwinpark.com.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department or Risk Management at (626) 960-4011. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 34.102.104 ADA TITLE II)*

# AGENDA

# BALDWIN PARK CITY COUNCIL
# REGULAR MEETING

## JANUARY 15, 2020
**7:00 PM**

**COUNCIL CHAMBER**
**14403 E. Pacific Avenue**
**Baldwin Park, CA 91706**
**(626) 960-4011**

| | | |
|---|---|---|
| **Manuel Lozano** | **-** | **Mayor** |
| **Monica Garcia** | **-** | **Mayor Pro Tem** |
| **Alejandra Avila** | **-** | **Council Member** |
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*Any written public record relating to an agenda item for an open session of a regular meeting of the City Council that is distributed to the City Council less than 72 hours prior to that meeting will be available for public inspection at City Hall in the City Clerk's office at 14403 E. Pacific Avenue, 3rd Floor during normal business hours (Monday - Thursday, 7:30 a.m. - 6:00 p.m.)*

**CITY COUNCIL**
**REGULAR MEETING – 7:00 PM**

## CALL TO ORDER

## INVOCATION

## PLEDGE OF ALLEGIANCE

## ROLL CALL

**Council Members: Alejandra Avila, Paul C. Hernandez, Ricardo Pacheco, Mayor Pro Tem Monica Garcia and Mayor Manuel Lozano**

## REPORT FROM CLOSED SESSION

## ANNOUNCEMENTS

Council are also members of the Board of Directors of the Housing Authority and Finance Authority, which are concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of $30 for attending the Housing Authority meeting and $50 for attending the Finance Authority meeting.

## PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

- Introduction of Carol A. Averell – Housing Manager
- Oath of Office for newly appointed Baldwin Park Police Officers
- Baldwin Park Business Association First Responder Honorees
  Presented by Terri Muse
- E-Bike Pilot Program Presentation
  Presentation by Public Works Director, Sam Gutierrez

## PUBLIC COMMUNICATIONS

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## CONSENT CALENDAR

All items listed are considered to be routine business by the City Council and will be approved with one motion. There will be no separate discussion of these items unless a City Councilmember so requests, in which case, the item will be removed from the general order of business and considered in its normal sequence on the agenda.

1. **City of Baldwin Park's Warrants and Demands**
   Staff recommends that the City Council ratify the attached Warrants and Demands Register.

2. **Treasurer's Report – November 2019**
   Staff recommends that Council receive and file the Treasurer's Report for

3. **Ratify the Retention of Attorney Services**
   It is recommended that the City Council:
   1. Ratify the retention of Brownstein Hyatt Farber Schreck; and
   2. Direct the City Attorney to acquire the standard retention agreement with this firm; and
   3. Authorize the Mayor and City Clerk to execute said agreement approved as to form by the City Attorney.

4. **Ratify and Adopt a Resolution to Approve the Creation of a New 401(a) Money Purchase Defined Contribution Retirement Plan for Employer Contributions that are Currently Being Deposited to the City's 457(b) Deferred Compensation Plan**
   Staff recommends that the City Council:
   1. Approve Resolution No. 2020-002 for the creation of a §401(a) money purchase defined contribution retirement plan for the purpose of deposit of employer contributions on behalf of eligible employees; and
   2. Approve MassMutual as the plan record-keeper and administrator alongside the current 457(b) deferred compensation plan; and
   3. Authorize the Chief Executive Officer, as the City's Plan Administrator, to execute the necessary agreements in a form acceptable and approved as to form by the City Attorney.

5. **Approval to Enter into a Contract Agreement between the City of Baldwin Park and Los Angeles County – City Planning Grant Implementation of Cities) Baldwin Park, El Monte, South El Monte) Homeless Plans**
   Staff recommends that the City Council:
   1. Approve the contract agreement between the City of Baldwin Park and Los Angeles County City Planning Grant Implementation of Cities (Baldwin Park, El Monte, and South El Monte) Homeless Plans; and
   2. Authorize the Director of Recreation and Community Services to execute further documents and reporting.

6. **Approval to Enter Into a Contract Agreement between the City of Baldwin Park and Los Angeles County-City Planning Grant Implementation of Cities Homeless Plans**
   Staff recommends that the City Council:
   1. Approve the contract agreement between the City of Baldwin Park and Los Angeles County City Planning Grant Implementation of Cities Homeless Plan
   2. Authorize the Director of Recreation and Community Services to execute further documents and reporting.

7. **Approval to Enter into an MOU Agreement between the City of Baldwin Park and California Mental Health Connection**
   Staff recommends that the City Council:
   1. Authorize the Director of Recreation and Community Services to execute the Memorandum of Understanding between California Mental Health Connection and the City of Baldwin Park's Teri G. Muse Family Service Center for the use of facility.

8. **Adopt Resolution No. 2020-001, "A Resolution of the City Council of the City of Baldwin Park, California, Authorizing Participation in the San Gabriel Valley Council of Governments' (SGVCOG) Bike Share Regional Pilot Program and Approving the Installation of Bike Share Stations at Various Locations Citywide"**
   Staff recommends that the City Council adopt Resolution No. 2020-001, "A Resolution of the City Council of the City of Baldwin Park, California, Authorizing Participation in the San Gabriel Valley Council of Governments (SGVCOG) Regional Pilot Program for Bike Sharing and Approving the Installation of Bike Share Stations at Various Locations Citywide".

9. **Approve Final Parcel Map No. 1430 for Lot Merger of Residential Lots 36 & 37 for a Residential Care Facility on Vineland Avenue**
   Staff recommends that the City Council accept the Final Parcel Map No.1430 and authorize the City Clerk and staff to sign the Final Map.

10. **Appropriate Additional Funds for Cost Related to the Walnut Creek Nature Park Ph. III Project Close-out**
    It is recommended that the City Council authorize the Director of Finance to appropriate $16,700 from available Quimby Funds (Park Fees), Acct #234-50-520-58100-16185, to cover project close-out shortfall costs associated with the Walnut Creek Nature Park Phase III Project.

11. **Prequalification List for Environmental Consulting Services to Allow Expedited Processing**
    Staff recommends that the City Council take the following actions:
    1. Approve the list of consultants to be used for Environmental Consulting Services for three years ending January 15, 2023 that includes DUDEK, ESA, Rincon Consulting Inc., Terry Hayes (TAHA), Michael Baker International, Ultra Systems, ECORP, and Eco Tierra; and
    2. Upon submittal of a development application, authorize the City Manager to execute agreements up to $120,000 to complete environmental services for a development project.

12. **Award of Bid for Project No. CIP20-022 – Maine Avenue Complete Street Improvements, Phase 1B**
    It is Staff's recommendation that the City Council:
    1. Approve and award the contract to Gentry Brothers, Inc. of Irwindale, CA in the amount of $1,715,418.60; and
    2. Authorize the Mayor and City Clerk to execute the contract with Gentry Brothers, Inc. for Maine Avenue Complete Street Improvements, Phase 1B project.

**13. Award of Proposals for CIP No. 20-4, Re-wire Network Cable Project**

Staff recommends that the City Council:

1. Approve and award the contract to Data Installers, Inc. in the amount of $37,670.00; and
2. Authorize Mayor and City Clerk to execute the proposal for city network cable infrastructure improvements.

## PUBLIC HEARING

**14. Consideration Adoption of Interim Urgency Ordinance Establishing a Moratorium on New of the Expansion of Massage Establishments (Urgency Ordinance**)

Staff recommends that the City Council waive further reading, read by title only and adopt Ordinance No. 1448 entitled, "AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DECLARING A MORATORIUM ON THE ESTABLISHMENT OF NEW AND EXPANSION OF EXISTING MASSAGE ESTABLISHMENTS WITHIN THE CITY OF BALDWIN PARK, AND DECLARING THE URGENCY THEREOF".

## CITY COUNCIL ACTING AS SUCCESSOR AGENCY OF THE DISSOLVED COMMUNITY DEVELOPMENT COMMISSION

### CONSENT CALENDAR

All items listed are considered to be routine business by the City Council and will be approved with one motion. There will be no separate discussion of these items unless a City Councilmember so requests, in which case, the item will be removed from the general order of business and considered in its normal sequence on the agenda.

**SA-1 Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park Treasurer's Report – November 2019**

Staff recommends that the Board receive and file the Treasurer's Report for November 2019.

**SA-2 Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park Approval of the Recognized Obligation Payment Schedule (ROPS 20-21) for the Period from July 1, 2020 to June 30, 2021 and Administrative Budget**

Staff recommends the City Council, as governing body of the SA:

1. Approve the ROPS 20-21 for the period of July 1, 2020 through June 30, 2021; and
2. Adopt the Successor Agency Administrative Budget for Fiscal Year 2020-21; and
3. Direct staff to proceed with submitting the final ROPS 20-21 to the LA County First District Consolidated Oversight Board for approval no later than January 21, 2020; and
4. Send the approved ROPS 20-21 to the County Executive Office, County Auditor Controller, the State Controller, and DOF by February 1, 2020; and
5. Instruct staff to post the approved ROPS 20-21 on the City's website.

## REPORTS OF OFFICERS

**15. Review of Commission Applications and Consideration of Appointments/Reappointments to Fill the Scheduled Vacancies for the Planning Commission**

Staff recommends that the City Council review all commission applications to the Planning Commission and make respective appointments.

**16. Reorganization of the City Council – Selection of Mayor Pro Tempore**

1. the City Clerk opens the nominations for the office of Mayor Pro Tempore. Any Councilmember may nominate and no second to the nomination is required; and
2. after receiving nominations, the City Clerk closes the nominations; and
3. the City Clerk then conducts the election of the Mayor Pro Tempore by roll call vote. If there is more than one nomination, a roll call vote is conducted in the order in which nominations are received until a Mayor Pro Tempore is elected by majority vote.

## CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATIONS

**None Listed**

## ADJOURNMENT

### CERTIFICATION

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 9th day of January, 2020.

Lourdes Morales,
Chief Deputy City Clerk

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ITEM NO. 1

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Rose Tam, Director of Finance

**DATE:** January 15, 2020

**SUBJECT:** City of Baldwin Park's Warrants and Demands

## SUMMARY

Attached is the Warrants and Demands Register for the City of Baldwin Park to be ratified by the City Council.

## RECOMMENDATION

Staff recommends that the City Council ratify the attached Warrants and Demands Register.

## FISCAL IMPACT

The payroll for the last period was $1,642,794.15 and the attached General Warrants Register was $1,741,101.55 for a total amount of $3,383,895.70.

## BACKGROUND

The attached Claims and Demands report format meets the required information as set out in the California Government Code. Staff has reviewed the requests for expenditures for the appropriate budgetary approval and for the authorization from the department head or its designee. Pursuant to Section 37208 of the California Government Code, the Chief Executive Officer or his/her designee does hereby certify to the accuracy of the demands hereinafter referred. Payments released since the previous City Council meeting and the following is a summary of the payment released:

1. The last payroll of the City of Baldwin Park consists of check numbers 200639 to 200707. Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 18098 to 18938 for the period of November 17, 2019 through December 28, 2019, inclusive; these are presented and hereby ratified in the amount of $ $1,642,794.15.

2. General Warrants, with the checks from 226904 to 227305 in the amount of $1,741,101.55 for the period of November 21, 2019 to December 31, 2019, inclusive; in the total amount of $1,741,101.55 constituting of claims and demands against the City of Baldwin Park, are herewith presented to the City Council as required by law, and the same hereby ratified.

## LEGAL REVIEW

Not Applicable

## ATTACHMENT

1. Check Register

# City of Baldwin Park, CA

# Check Register
By (None)
Payment Dates 11/21/2019 - 12/31/2019

| Payment Number | Payment Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| 226904 | 11/21/2019 | CWS SYSTEMS INC. | MORGAN PARK IMPROVEMENTS | 270-60-620-58100-16201 | 702.00 |
| 226904 | 11/21/2019 | CWS SYSTEMS INC. | MORGAN PARK IMPROVEMENTS | 270-60-620-58100-16217 | 12320.00 |
| 226905 | 11/21/2019 | PETTY CASH | R.TAM | 100-10-150-53350-00000 | 50.00 |
| 226905 | 11/21/2019 | PETTY CASH | S.GUTIERREZ | 100-10-150-53350-00000 | 36.15 |
| 226905 | 11/21/2019 | PETTY CASH | Y.RAMOS | 100-20-210-53100-00000 | 63.20 |
| 226905 | 11/21/2019 | PETTY CASH | C.HOFFORD | 100-30-310-53350-00000 | 15.00 |
| 226905 | 11/21/2019 | PETTY CASH | F.REAL | 100-30-320-53100-00000 | 4.50 |
| 226905 | 11/21/2019 | PETTY CASH | D.KOSAKA | 100-30-340-53350-00000 | 16.00 |
| 226905 | 11/21/2019 | PETTY CASH | T.LEON | 100-30-360-53100-00000 | 39.75 |
| 226905 | 11/21/2019 | PETTY CASH | D.HUERTA | 100-30-360-53350-00000 | 5.00 |
| 226905 | 11/21/2019 | PETTY CASH | DIANA HUETA | 100-30-370-51100-00000 | 10.00 |
| 226905 | 11/21/2019 | PETTY CASH | E.WASHINGTON | 100-40-400-53100-00000 | 20.00 |
| 226905 | 11/21/2019 | PETTY CASH | E.WASHINGTON | 100-40-400-53100-00000 | 45.99 |
| 226905 | 11/21/2019 | PETTY CASH | E.WASHINGTON | 100-40-400-53100-00000 | 12.59 |
| 226905 | 11/21/2019 | PETTY CASH | J.MARTINEZ | 100-40-400-53100-00000 | 13.59 |
| 226905 | 11/21/2019 | PETTY CASH | J.MARTINEZ | 100-40-460-53100-00000 | 20.00 |
| 226905 | 11/21/2019 | PETTY CASH | D.LOPEZ | 100-50-510-53100-00000 | 47.96 |
| 226905 | 11/21/2019 | PETTY CASH | J.BESHAY | 240-50-510-53100-00000 | 7.15 |
| 226905 | 11/21/2019 | PETTY CASH | J.BESHAY | 240-50-510-53100-00000 | 25.30 |
| 226905 | 11/21/2019 | PETTY CASH | F.RUBIO | 240-50-550-53350-15705 | 22.07 |
| 226905 | 11/21/2019 | PETTY CASH | A.VASQUEZ | 240-50-550-53350-15705 | 28.86 |
| 226905 | 11/21/2019 | PETTY CASH | A.VASQUEZ | 240-50-550-53350-15705 | 28.91 |
| 226905 | 11/21/2019 | PETTY CASH | F.GRANADOS | 240-50-551-53200-15705 | 12.21 |
| 226905 | 11/21/2019 | PETTY CASH | H.BRAVO | 240-50-551-53350-15705 | 12.21 |
| 226905 | 11/21/2019 | PETTY CASH | F.GRANADOS | 240-50-551-53350-15705 | 15.00 |
| 226905 | 11/21/2019 | PETTY CASH | R.PENA | 240-50-570-53200-00000 | 15.00 |
| 226905 | 11/21/2019 | PETTY CASH | V.VALVERDE | 251-50-540-53200-00000 | 25.00 |
| 226905 | 11/21/2019 | PETTY CASH | G.LICITRA | 402-50-590-53100-00000 | 30.00 |
| 226905 | 11/21/2019 | PETTY CASH | N.AGUINAGA | 901-40-410-53100-14310 | 33.00 |
| 226905 | 11/21/2019 | PETTY CASH | N.AGUINAGA | 901-40-410-53200-00000 | 34.69 |
| 226905 | 11/21/2019 | PETTY CASH | L.AGUILERA | 901-40-410-53200-00000 | 32.23 |
| 226906 | 11/21/2019 | ARACELI GONZALEZ | REIMBURSEMENT OF FACILITY RETAL DEPOSIT | 501-60-000-22333-00000 | 100.00 |
| 226907 | 11/21/2019 | A-TECH SYSTEMS | PAYMENT OF QUATERLY MONITORING OF FIRE ALARM | 245-60-620-53371-15882 | 90.00 |
| 226907 | 11/21/2019 | A-TECH SYSTEMS | PAYMENT OF QUATERLY MONITORING OF FIRE ALARM | 100-60-620-53371-00000 | 45.00 |
| 226907 | 11/21/2019 | A-TECH SYSTEMS | PAYMENT OF QUATERLY MONITORING OF FIRE ALARM | 252-60-620-53371-00000 | 45.00 |
| 226908 | 11/21/2019 | HDL, COREN & CONE | CONTRACT SERVICES PROPERTY TAX OCT.-DEC.2019 | 100-25-299-51100-00000 | 2804.41 |
| 226909 | 11/21/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 100-60-620-53371-00000 | 294.00 |
| 226909 | 11/21/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 100-60-620-53371-00000 | 343.06 |
| 226909 | 11/21/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 100-60-620-53371-00000 | 184.27 |
| 226909 | 11/21/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 100-60-620-53371-00000 | 147.07 |
| 226909 | 11/21/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 252-60-620-53371-00000 | 21.01 |
| 226909 | 11/21/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 252-60-620-53371-00000 | 212.21 |
| 226909 | 11/21/2019 | JC'S PLUMBING & BACKFLOW SVC | PAYMENT OF PLUMBING REPAIRS | 100-60-620-53371-00000 | 147.00 |
| 226909 | 11/21/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 252-60-620-53371-00000 | 98.00 |
| 226909 | 11/21/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 252-60-620-53371-00000 | 490.19 |

| Payment Number | Payment Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| 226909 | 11/21/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 252-60-620-53371-00000 | 147.00 |
| 226909 | 11/21/2019 | JC'S PLUMBING & BACKFLOW SVC | PAYMENT OF PLUMBING REPAIRS | 100-60-620-53371-00000 | 98.00 |
| 226910 | 11/21/2019 | KIMBALL MIDWEST | MATERIAL AND SUPPLIES | 251-50-560-53100-00000 | 52.10 |
| 226911 | 11/21/2019 | KIMBALL MOTOR SUPPLY | MATERIAL AND SUPPLIES | 402-50-590-53100-00000 | 420.22 |
| 226912 | 11/21/2019 | LESLIE'S POOLMART INC | MATERIAL AND SUPPLIES | 251-50-562-53100-00000 | 251.87 |
| 226913 | 11/21/2019 | MAKAI SOLUTIONS | SHOP REPAIRS | 402-50-590-51101-00000 | 810.08 |
| 226913 | 11/21/2019 | MAKAI SOLUTIONS | SHOP REPAIRS | 402-50-591-51101-00000 | 810.08 |
| 226914 | 11/21/2019 | MGT OF AMERICA, INC | 50% OF SB90 CLAIMING 1 FOR FY 18-19 | 100-25-299-51100-00000 | 2000.00 |
| 226915 | 11/21/2019 | NICHOLS LUMBER & HARDWARE | MATERIAL AND SUPPLIES | 402-50-590-53100-00000 | 40.24 |
| 226916 | 11/21/2019 | OFFICE DEPOT INC | MATERIALS AND SUPPLIES | 100-30-310-53100-00000 | 120.44 |
| 226916 | 11/21/2019 | OFFICE DEPOT INC | MATERIALS AND SUPPLIES | 100-30-310-53100-00000 | 388.60 |
| 226916 | 11/21/2019 | OFFICE DEPOT INC | MATERIALS & SUPPLIES | 100-30-310-53100-00000 | 68.51 |
| 226916 | 11/21/2019 | OFFICE DEPOT INC | MATERIALS AND SUPPLIES | 100-30-310-53100-00000 | 72.66 |
| 226916 | 11/21/2019 | OFFICE DEPOT INC | OFFICE SUPPLIES | 100-40-400-53100-00000 | 9.70 |
| 226916 | 11/21/2019 | OFFICE DEPOT INC | OFFICE SUPPLIES | 100-40-460-53100-00000 | 3.90 |
| 226917 | 11/21/2019 | OMEGA INDUSTRIAL SUPPLY INC | MATERIAL AND SUPPLIES | 245-50-570-53100-14885 | 260.76 |
| 226918 | 11/21/2019 | RIGHT OF WAY INC | CLOSURE OF MAINE | 251-50-550-51101-00000 | 975.00 |
| 226918 | 11/21/2019 | RIGHT OF WAY INC | CLOSURE OF MAINE | 251-50-550-51101-00000 | 975.00 |
| 226919 | 11/21/2019 | STAPLES BUSINESS CREDIT | PURCHASE OF OFFICE SUPPLIES | 100-60-610-53100-00000 | 637.50 |
| 226920 | 11/21/2019 | UNITED ROTARY BRUSH CORP | MATERIALS AND SUPPLIES | 402-50-590-53100-00000 | 133.00 |
| 226921 | 11/21/2019 | VIRGINIA RAMIREZ | REFUND OF FACILITY RESERVATION DEPOSIT | 501-60-000-22333-00000 | 332.00 |
| 226922 | 11/21/2019 | ANA VALDIVIA | DEDUCTION | 100-00-000-21225-00000 | 346.15 |
| 226923 | 11/21/2019 | LYNDA C SALAS | DEDUCTION | 100-00-000-21225-00000 | 450.00 |
| 226924 | 11/21/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 523.38 |
| 226925 | 11/21/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 382.15 |
| 226926 | 11/21/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 617.08 |
| 226927 | 11/21/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 113.07 |
| 226928 | 11/21/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 131.53 |
| 226929 | 11/21/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 1312.15 |
| 226930 | 11/21/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 374.76 |
| 226931 | 11/21/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 268.61 |
| 226932 | 11/21/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 309.69 |
| 226933 | 11/26/2019 | AAE INCORPORATED | SAN GABRIEL RIVER BIKEWAY PROJECT | 243-50-520-58100-15538 | 133.04 |
| 226933 | 11/26/2019 | AAE INCORPORATED | SERVICES FOR DOWNTOWN BEAUTIFICATION CONCEPT | 255-50-520-58100-15094 | 1097.60 |
| 226933 | 11/26/2019 | AAE INCORPORATED | SERVICES FOR CAPITAL IMPROVEMENT PROJECTS | 254-50-520-58100-14120 | 2650.96 |
| 226933 | 11/26/2019 | AAE INCORPORATED | SB1 STREET IMPROVEMENTS AND REHABILITATION | 256-50-520-58100-15099 | 4887.50 |
| 226933 | 11/26/2019 | AAE INCORPORATED | MAINE AVE PHASE 1B CONSTRUCTABILITY REVIEW | 255-50-520-58100-15698 | 3450.00 |
| 226933 | 11/26/2019 | AAE INCORPORATED | TRAFFIC SIGNAL IMPROVEMENT AT MAINE AVE AND | 254-50-520-58100-15698 | 6375.00 |
| 226933 | 11/26/2019 | AAE INCORPORATED | CITY ENGINEERING SERVICES | 240-50-510-51100-00000 | 8388.00 |
| 226933 | 11/26/2019 | AAE INCORPORATED | CITY ENGINEERING SERVICES | 244-50-510-51100-00000 | 4506.00 |
| 226934 | 11/26/2019 | AT&T | FRAME RELAY FOR MOBILE DATA | 100-30-310-51100-00000 | 1444.15 |
| 226935 | 11/26/2019 | BPC PRINT SERVICES INC | OUTSIDE PRINTING SERVICES FOR RESTOCKING | 401-10-141-53320-11502 | 2135.25 |
| 226936 | 11/26/2019 | COURTYARD MARRIOTT | ADDITIONAL PARTICIPANTS FOR VENUE SERVICES | 501-60-000-22327-00000 | 2456.39 |
| 226937 | 11/26/2019 | FRONTIER COMMUNICATIONS | TELEPHONE USAGE - LOCAL CALLS | 401-10-141-53403-11506 | 1211.79 |
| 226938 | 11/26/2019 | FRONTIER COMMUNICATIONS | 10/28-11/27/19 | 100-30-310-53403-00000 | 132.57 |
| 226939 | 11/26/2019 | FRONTIER COMMUNICATIONS | 11/07-12/06/2019 | 100-30-310-53403-00000 | 122.19 |
| 226940 | 11/26/2019 | NEOPOST LEASING | LEASE AND MAINTENANCE PAYMENTS FOR POSTAGE | 401-10-141-58140-11503 | 2020.50 |
| 226941 | 11/26/2019 | RICOH USA INC | LEASE PAYMENTS FOR 8 RICOH COPIERS | 401-10-141-58140-11502 | 5033.43 |
| 226941 | 11/26/2019 | RICOH USA INC | LEASE PAYMENTS FOR 2 RICOH COLOR COPIERS | 401-10-141-58140-11504 | 420.60 |
| 226942 | 11/26/2019 | RUDOLFO CARDENAS | SR CTR BIRTHDAY CELEBRATION FOR NOV 2019 | 501-60-000-22327-00000 | 175.00 |
| 226942 | 11/26/2019 | RUDOLFO CARDENAS | SR CTR BIRTHDAY CELEBRATION FOR DEC 2019 | 501-60-000-22327-00000 | 175.00 |
| 226943 | 11/26/2019 | SAN GABRIEL VALLEY WATER | WATER COST | 252-60-620-53402-00000 | 9291.81 |
| 226943 | 11/26/2019 | SAN GABRIEL VALLEY WATER | WATER COST | 251-50-560-53402-00000 | 2342.83 |

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|---|---|---|---|---|---|
| 226943 | 11/26/2019 | SAN GABRIEL VALLEY WATER | WATER COST | 100-60-620-53402-00000 | 562.04 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 240-50-551-53401-15705 | 21.82 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 100-60-620-53401-00000 | 5465.71 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-560-53401-00000 | 359.12 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 37740.76 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 2895.67 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 245-50-530-53401-15535 | 130.79 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 49.63 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 100-60-620-53401-00000 | 1641.30 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 44.50 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 45.83 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 254-60-620-53401-15882 | 2766.24 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 77.80 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 22.67 |
| 226944 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-560-53401-00000 | 111.07 |
| 226945 | 11/26/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 245-50-530-53401-15535 | 1009.29 |
| 226946 | 11/26/2019 | STANLEY CONVERGENT SECURITY SOLUTIONS | CITY HALL SECURITY SOFTWARE | 100-60-620-53371-00000 | 125.00 |
| 226946 | 11/26/2019 | STANLEY CONVERGENT SECURITY SOLUTIONS | CITY HALL SECURITY SOFTWARE | 100-60-620-53371-00000 | 125.00 |
| 226947 | 11/26/2019 | THE GAS COMPANY | GAS COST | 100-60-620-53400-00000 | 1476.86 |
| 226948 | 11/26/2019 | TIME WARNER CABLE | SERVICE 1026-11/25/19 | 100-30-310-53403-00000 | 280.86 |
| 226949 | 11/26/2019 | TIME WARNER CABLE | SERVICE 11/05-12/04/19 | 100-30-310-53403-00000 | 333.89 |
| 226950 | 11/26/2019 | TIME WARNER CABLE | SERVICE 11/15-12/14/19 | 100-60-670-51100-15100 | 119.98 |
| 226951 | 11/26/2019 | TIME WARNER CABLE | SERVICE 11/02-12/01/19 | 100-60-610-51100-00000 | 34.92 |
| 226951 | 11/26/2019 | TIME WARNER CABLE | SERVICE 11/02-12/01/19 | 100-60-630-51101-00000 | 34.92 |
| 226952 | 11/26/2019 | TIME WARNER CABLE | SERVICE 11/11-12/10/19 | 100-60-660-51101-00000 | 106.57 |
| 226953 | 11/26/2019 | TITLE BOXING LLC | SUPPLIES FOR BOXING PROGRAM | 100-60-610-53100-16130 | 218.96 |
| 226954 | 11/26/2019 | UNITED STATES POSTAL SERVICE | POSTAGE FOR BP NOW CITY NEWSLETTER | 100-60-610-51100-11400 | 3200.00 |
| 226955 | 11/26/2019 | VALLEY COUNTY WATER DIST | WATER COST | 251-50-560-53402-00000 | 640.41 |
| 226955 | 11/26/2019 | VALLEY COUNTY WATER DIST | SERV 09/23-10/21/19 | 905-40-410-53402-14305 | 201.39 |
| 226955 | 11/26/2019 | VALLEY COUNTY WATER DIST | WATER COST | 252-60-620-53402-00000 | 4949.57 |
| 226955 | 11/26/2019 | VALLEY COUNTY WATER DIST | WATER COST | 251-50-560-53402-00000 | 6160.77 |
| 226955 | 11/26/2019 | VALLEY COUNTY WATER DIST | WATER COST | 100-60-620-53402-00000 | 2651.94 |
| 226955 | 11/26/2019 | VALLEY COUNTY WATER DIST | WATER COST | 254-60-620-53402-15882 | 496.71 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | WIRELESS SERVICE FOR CAPTAINS, LEIUTENANTS, | 100-30-310-53403-00000 | 1699.08 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | WIRELESS SERVICE FOR CAPTAINS, LEIUTENANTS, | 206-30-310-53403-00000 | 242.12 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | SERV 09/22-10/21/2019 | 100-60-610-53403-00000 | 107.36 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | SERV 09/22-10/21/2019 | 100-60-620-53100-00000 | 53.68 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | SERV 09/22-10/21/2019 | 100-60-620-53403-00000 | 185.95 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | SERV 09/22-10/21/2019 | 100-60-630-53100-00000 | 53.68 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | SERV 09/22-10/21/2019 | 100-60-650-53100-00000 | 53.68 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | SERV 09/22-10/21/2019 | 100-60-660-53100-00000 | 107.36 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | SERV 09/22-10/21/2019 | 100-60-670-53100-15100 | 26.84 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | SERV 09/22-10/21/2019 | 100-60-680-53100-00000 | 26.84 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | SERV 09/22-10/21/2019 | 501-60-000-22327-00000 | 63.28 |
| 226956 | 11/26/2019 | VERIZON WIRELESS | SERV 09/22-10/21/2019 | 501-60-000-22329-00000 | 107.41 |
| 226957 | 11/27/2019 | ACCESS CONTROL SECURITY INC. | SECURITY GUARD SERVICES | 501-60-000-22328-00000 | 810.00 |
| 226958 | 11/27/2019 | AIRGAS WEST | RENTAL FEES | 100-60-610-53100-00000 | 20.07 |
| 226958 | 11/27/2019 | AIRGAS WEST | RENTAL FEES | 100-60-630-53100-00000 | 20.08 |
| 226959 | 11/27/2019 | AMERICAN RED CROSS | PAYEMNT OF LIFEGUARDING | 501-60-000-22329-00000 | 76.00 |
| 226960 | 11/27/2019 | BALDWIN PARK PIZZA | PAYMENT OF FOOD PURCHASED | 100-60-600-53100-11540 | 816.75 |
| 226960 | 11/27/2019 | BALDWIN PARK PIZZA | MEALS PURCHASED | 100-60-610-53100-16130 | 55.63 |
| 226961 | 11/27/2019 | BIG STUDIO | PAYMENT OF DESIGN AND PRINTING | 210-60-610-51100-16148 | 895.71 |
| 226962 | 11/27/2019 | CHICAS ESCOBAR | PAYMENT OF YOUTH BASKETBALL | 501-60-000-22326-00000 | 988.79 |

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|---|---|---|---|---|---|
| 226963 | 11/27/2019 | EAGLE PORTABLES INC | PAYMENT OF PORTABLE TOILET | 210-60-610-51100-16148 | 1894.71 |
| 226964 | 11/27/2019 | FEDEX OFFICE | PAYMENT OF PRINTING | 210-60-610-53320-16148 | 111.74 |
| 226965 | 11/27/2019 | IRMA GARCIA | REIMBURSEMENT FOR PURCHASE OF MATERIALS | 100-60-630-53100-00000 | 24.23 |
| 226966 | 11/27/2019 | JP ENGINE INC | MAINTENANCE | 402-50-590-53371-00000 | 915.41 |
| 226968 | 11/27/2019 | MARIA MORENO | REIMBURSEMENT FOR PURCHASE OF PARKING PERMIT | 501-60-000-22328-00000 | 6.00 |
| 226969 | 11/27/2019 | MIRNA ESCOBEDO | REIMBURSEMENT FOR PURCHASE OF SUPPLIES | 210-60-610-53100-16148 | 38.88 |
| 226970 | 11/27/2019 | ONCUE AUDIO VISUAL INC | RENTAL OF THE SOUNDS SYSTEM | 210-60-610-53391-16148 | 800.00 |
| 226971 | 11/27/2019 | RAMIL SALES | REIMBURSEMENT FOR PURCHASE OF GIFT CARDS | 100-60-660-53100-00000 | 30.00 |
| 226972 | 11/27/2019 | REGIONAL TAP SERVICE CENTER | TAP BUS PASSES | 100-00-000-20014-00000 | 105.00 |
| 226973 | 11/27/2019 | SAN GABRIEL VALLEY EXAMINER | SB1 STREET IMPROVEMENTS | 256-50-520-58100-15099 | 444.00 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-600-53100-11540 | 141.34 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-680-53100-00000 | 15.46 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 501-60-000-22327-00000 | 123.91 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS AND SUPPLIES | 100-60-660-53100-00000 | 31.97 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 501-60-000-22327-00000 | 13.98 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS AND SUPPLIES | 501-60-000-22327-00000 | 37.17 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 501-60-000-22328-00000 | 230.03 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-610-53100-00000 | 42.96 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERILAS & SUPPLIES PURCHASED | 100-60-670-53100-15100 | 87.68 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-630-53100-00000 | 30.45 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-610-53100-00000 | 29.96 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 501-60-000-22328-00000 | 32.48 |
| 226974 | 11/27/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-600-53100-11540 | 227.33 |
| 226975 | 11/27/2019 | THE SAUCE CREATIVE SERVICES CORP | PAYMENT OF DESIGN AND PRINTING SERVICES | 210-60-610-51100-16148 | 478.50 |
| 226976 | 11/27/2019 | TIME WARNER CABLE | WI-FI AND TV SERVICE | 402-50-590-53403-00000 | 224.40 |
| 226977 | 11/27/2019 | VANESSA MONTEZ | REFUND OF FACILITY RESERVATION | 501-60-000-22333-00000 | 300.00 |
| 226978 | 11/27/2019 | WELLS FARGO BANK | OFFSET FUND | 401-10-141-58140-11502 | 1750.26 |
| 226979 | 11/27/2019 | C.L.E.A. | NOVEMBER 2019 PAYMENT | 403-10-000-47130-13404 | 1592.50 |
| 226980 | 11/27/2019 | THOMSON REUTERS-WEST | WEST INFORMATION FOR OCT 2019 | 100-40-460-53330-00000 | 172.02 |
| 226981 | 11/27/2019 | COAST TO COAST COMPUTER PRODUCTS | TONER CARTRIDGES FOR JAIL | 100-30-370-53100-00000 | 3832.18 |
| 226982 | 11/27/2019 | TPX COMMUNICATIONS CO | LOCAL, LONG DISTANCE AND DATA NETWORK | 401-10-141-53403-11506 | 6574.86 |
| 226983 | 11/27/2019 | AFLAC | AFLAC | 100-00-000-21216-00000 | 1369.95 |
| 226983 | 11/27/2019 | AFLAC | AFLAC | 100-00-000-21216-00000 | 130.82 |
| 226983 | 11/27/2019 | AFLAC | AFLAC | 100-00-000-21216-00000 | 1369.72 |
| 226983 | 11/27/2019 | AFLAC | AFLAC | 100-00-000-21216-00000 | 130.82 |
| 226984 | 11/27/2019 | ALLSTATE WORKPLACE DIVISION | CANCER INSURANCE | 100-00-000-21221-00000 | 159.61 |
| 226984 | 11/27/2019 | ALLSTATE WORKPLACE DIVISION | CANCER INSURANCE | 100-00-000-21221-00000 | 159.57 |
| 226985 | 11/27/2019 | BALDWIN PARK MNGMT ASSOC. | MANAGEMENT DUES | 100-00-000-21218-00000 | 50.00 |
| 226985 | 11/27/2019 | BALDWIN PARK MNGMT ASSOC. | MANAGEMENT DUES | 100-00-000-21218-00000 | 50.00 |
| 226986 | 11/27/2019 | BALDWIN PARK POLICE ASSOC | POLICE SWORN DUES | 100-00-000-21219-00000 | 4011.12 |
| 226986 | 11/27/2019 | BALDWIN PARK POLICE ASSOC | POLICE NON-SWORN DUES | 100-00-000-21219-00000 | 1176.91 |
| 226986 | 11/27/2019 | BALDWIN PARK POLICE ASSOC | POLICE SWORN DUES | 100-00-000-21219-00000 | 4011.12 |
| 226986 | 11/27/2019 | BALDWIN PARK POLICE ASSOC | POLICE NON-SWORN DUES | 100-00-000-21219-00000 | 1176.91 |
| 226988 | 11/27/2019 | CITY EMPLOYEES ASSOCIATES | DUES CMEA | 100-00-000-21226-00000 | 18.00 |
| 226988 | 11/27/2019 | CITY EMPLOYEES ASSOCIATES | DUES CONFIDENTIAL/CEA | 100-00-000-21227-00000 | 45.00 |
| 226988 | 11/27/2019 | CITY EMPLOYEES ASSOCIATES | DUES CMEA | 100-00-000-21226-00000 | 18.00 |
| 226988 | 11/27/2019 | CITY EMPLOYEES ASSOCIATES | DUES CONFIDENTIAL/CEA | 100-00-000-21227-00000 | 45.00 |
| 226989 | 11/27/2019 | DELTA DENTAL INSURANCE COMPANY | DELTA CARE PMI | 100-00-000-21211-00000 | 16.93 |
| 226989 | 11/27/2019 | DELTA DENTAL INSURANCE COMPANY | DELTA CARE PMI | 100-00-000-21211-00000 | 327.02 |
| 226989 | 11/27/2019 | DELTA DENTAL INSURANCE COMPANY | DELTA CARE EE ONLY | 100-00-000-21253-00000 | 8.47 |
| 226989 | 11/27/2019 | DELTA DENTAL INSURANCE COMPANY | DELTA CARE EE + 1 | 100-00-000-21253-00000 | 55.84 |
| 226989 | 11/27/2019 | DELTA DENTAL INSURANCE COMPANY | DELTA CARE FAM | 100-00-000-21253-00000 | 41.28 |

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|---|---|---|---|---|---|
| 226989 | 11/27/2019 | DELTA DENTAL INSURANCE COMPANY | DELTA CARE PMI | 100-00-000-21211-00000 | 354.87 |
| 226989 | 11/27/2019 | DELTA DENTAL INSURANCE COMPANY | DELTA CARE EE ONLY | 100-00-000-21253-00000 | 8.47 |
| 226989 | 11/27/2019 | DELTA DENTAL INSURANCE COMPANY | DELTA CARE EE + 1 | 100-00-000-21253-00000 | 55.84 |
| 226989 | 11/27/2019 | DELTA DENTAL INSURANCE COMPANY | DELTA CARE FAM | 100-00-000-21253-00000 | 41.28 |
| 226990 | 11/27/2019 | DELTA DENTAL OF CALIFORNIA | DELTA DENTAL INDEMNITY | 100-00-000-21211-00000 | 74.82 |
| 226990 | 11/27/2019 | DELTA DENTAL OF CALIFORNIA | DELTA DENTAL INDEMNITY | 100-00-000-21211-00000 | 4039.09 |
| 226990 | 11/27/2019 | DELTA DENTAL OF CALIFORNIA | DELTA DENTAL - FAMILY | 100-00-000-21253-00000 | 260.00 |
| 226990 | 11/27/2019 | DELTA DENTAL OF CALIFORNIA | DELTA DENTAL - EMPLY +1 | 100-00-000-21253-00000 | 78.00 |
| 226990 | 11/27/2019 | DELTA DENTAL OF CALIFORNIA | DELTA DENTAL - EMPLY ONLY | 100-00-000-21253-00000 | 119.88 |
| 226990 | 11/27/2019 | DELTA DENTAL OF CALIFORNIA | DELTA DENTAL INDEMNITY | 100-00-000-21211-00000 | 4153.42 |
| 226990 | 11/27/2019 | DELTA DENTAL OF CALIFORNIA | DELTA DENTAL - FAMILY | 100-00-000-21253-00000 | 260.00 |
| 226990 | 11/27/2019 | DELTA DENTAL OF CALIFORNIA | DELTA DENTAL - EMPLY +1 | 100-00-000-21253-00000 | 78.00 |
| 226990 | 11/27/2019 | DELTA DENTAL OF CALIFORNIA | DELTA DENTAL - EMPLY ONLY | 100-00-000-21253-00000 | 119.88 |
| 226991 | 11/27/2019 | P.T.E.A. | PTEA DUES | 100-00-000-21220-00000 | 323.00 |
| 226991 | 11/27/2019 | P.T.E.A. | CLERICAL DUES | 100-00-000-21224-00000 | 95.00 |
| 226991 | 11/27/2019 | P.T.E.A. | PTEA DUES | 100-00-000-21220-00000 | 323.00 |
| 226991 | 11/27/2019 | P.T.E.A. | CLERICAL DUES | 100-00-000-21224-00000 | 95.00 |
| 226992 | 11/27/2019 | PRE-PAID LEGAL SERVICES, INC. | PRE-PAID LEGAL SERVICES | 100-00-000-21230-00000 | 176.38 |
| 226992 | 11/27/2019 | PRE-PAID LEGAL SERVICES, INC. | PRE-PAID LEGAL SERVICES | 100-00-000-21230-00000 | 142.47 |
| 226993 | 11/27/2019 | STANDARD INSURANCE | LIFE INS C/100,000 | 100-00-000-21254-00000 | 122.50 |
| 226993 | 11/27/2019 | STANDARD INSURANCE | LIFE INS B/50,000 | 100-00-000-21254-00000 | 738.53 |
| 226993 | 11/27/2019 | STANDARD INSURANCE | LIFE INS C/100,000 | 100-00-000-21254-00000 | 43.75 |
| 226993 | 11/27/2019 | STANDARD INSURANCE | LIFE INS D/60,000 | 100-00-000-21254-00000 | 15.75 |
| 226993 | 11/27/2019 | STANDARD INSURANCE | LIFE INS B/50,000 | 100-00-000-21254-00000 | 551.37 |
| 226993 | 11/27/2019 | STANDARD INSURANCE | LIFE INS C/100,000 | 100-00-000-21254-00000 | 43.75 |
| 226993 | 11/27/2019 | STANDARD INSURANCE | LIFE INS D/60,000 | 100-00-000-21254-00000 | 15.75 |
| 226994 | 11/27/2019 | STANDARD INSURANCE COMPANY | STANDARD LIFE | 100-00-000-21212-00000 | 290.10 |
| 226994 | 11/27/2019 | STANDARD INSURANCE COMPANY | STANDARD LIFE | 100-00-000-21212-00000 | 908.01 |
| 226994 | 11/27/2019 | STANDARD INSURANCE COMPANY | STANDARD LIFE | 100-00-000-21212-00000 | 840.34 |
| 226995 | 11/27/2019 | VISION SERVICE PLAN (CA) | VSP - VISION A/FAMILY | 100-00-000-21258-00000 | 154.18 |
| 226995 | 11/27/2019 | VISION SERVICE PLAN (CA) | VSP | 100-00-000-21210-00000 | 140.51 |
| 226995 | 11/27/2019 | VISION SERVICE PLAN (CA) | VSP - VISION A/FAMILY | 100-00-000-21258-00000 | 1933.77 |
| 226995 | 11/27/2019 | VISION SERVICE PLAN (CA) | VSP | 100-00-000-21210-00000 | 203.14 |
| 226995 | 11/27/2019 | VISION SERVICE PLAN (CA) | VSP - VISION A/FAMILY | 100-00-000-21258-00000 | 1944.82 |
| 226996 | 11/27/2019 | BUSINESS CARD | FLOWERS FOR VIRGINIA MAGALLANEZ | 100-10-100-53100-00000 | 121.28 |
| 226996 | 11/27/2019 | BUSINESS CARD | ATTEND 3RD ANNUAL CA CONTRACT CITIES ASSOC CITY | 100-10-110-53350-00000 | 65.00 |
| 226996 | 11/27/2019 | BUSINESS CARD | LUNCH FOR INTERVIEW PANEL FOR POLICE CHIEF | 100-10-110-53350-00000 | 33.21 |
| 226997 | 11/27/2019 | BUSINESS CARD | DUPLEX FIBER OPTIC CABLE | 401-10-140-53390-00000 | 33.80 |
| 226997 | 11/27/2019 | BUSINESS CARD | ICLOUD STORAGE MONTHLY FEE | 401-10-140-53390-00000 | 0.99 |
| 226997 | 11/27/2019 | BUSINESS CARD | GIGABIT SFP SINGLE MODE | 401-10-140-53390-00000 | 20.68 |
| 226997 | 11/27/2019 | BUSINESS CARD | STANDARD WILDCARD SSL RENEWAL | 401-10-140-53390-00000 | 739.98 |
| 226998 | 11/27/2019 | BUSINESS CARD | PAYMENT FOR HOTEL RESERVATIONS | 100-60-640-53100-00000 | 85.00 |
| 226998 | 11/27/2019 | BUSINESS CARD | PAYMENT FOR RENTAL GOLF CARTS | 210-60-610-53391-16148 | 396.90 |
| 226998 | 11/27/2019 | BUSINESS CARD | PAYMENT FOR RENTAL VEHICLES | 210-60-610-53391-16148 | 2267.46 |
| 226998 | 11/27/2019 | BUSINESS CARD | PAYMENT FOR FINANCE CHARGE | 501-60-000-22328-00000 | 7.97 |
| 226998 | 11/27/2019 | BUSINESS CARD | PAYMENT FOR REGISTRATION FEES | 501-60-000-22329-00000 | 220.00 |
| 226999 | 11/27/2019 | BUSINESS CARD | CHAIR | 100-30-300-53100-00000 | 181.91 |
| 226999 | 11/27/2019 | BUSINESS CARD | REPLENISH TOOL ROAD ACCT | 100-30-310-51100-00000 | 30.00 |
| 226999 | 11/27/2019 | BUSINESS CARD | PURCHASE PRIME ACCT | 100-30-310-53100-00000 | 14.22 |
| 226999 | 11/27/2019 | BUSINESS CARD | UNIFORMS | 100-30-310-53100-00000 | 306.13 |
| 226999 | 11/27/2019 | BUSINESS CARD | COMPUTER SCREENS | 100-30-310-53100-00000 | 779.91 |
| 226999 | 11/27/2019 | BUSINESS CARD | HARD DRIVES | 100-30-310-53100-00000 | 1562.24 |
| 226999 | 11/27/2019 | BUSINESS CARD | COMPUTER SUPPLIES | 100-30-360-53100-00000 | 312.40 |

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|---|---|---|---|---|---|
| 226999 | 11/27/2019 | BUSINESS CARD | TRAINING CLASS | 501-30-000-22410-00000 | 299.00 |
| 226999 | 11/27/2019 | BUSINESS CARD | LODGING | 501-30-000-22410-00000 | 312.67 |
| 226999 | 11/27/2019 | BUSINESS CARD | TRAINING CLASS | 501-30-000-22410-00000 | 440.84 |
| 227000 | 11/27/2019 | BUSINESS CARD | REPENISH TOLL ROAD ACCT | 100-30-310-51100-00000 | 81.20 |
| 227000 | 11/27/2019 | BUSINESS CARD | REPENISH TOLL ROAD ACCT | 100-30-310-51100-00000 | 30.00 |
| 227000 | 11/27/2019 | BUSINESS CARD | CABLE SERVICE FOR COMMAND POST | 100-30-380-53403-00000 | 74.66 |
| 227000 | 11/27/2019 | BUSINESS CARD | REGISTRATION CLASS | 501-30-000-22410-00000 | 254.00 |
| 227001 | 11/27/2019 | STANDARD INSURANCE | PP # 23-24 | 403-10-160-54130-00000 | 8861.26 |
| 227002 | 11/27/2019 | ARMANDO NAVA | EMERGENCY MINI GRANT FROM UNITED WAY | 501-60-000-22328-00000 | 2500.00 |
| 227003 | 11/27/2019 | BUSINESS CARD | NETFLIX | 100-60-630-53330-00000 | 3.25 |
| 227003 | 11/27/2019 | BUSINESS CARD | NETFLIX | 100-60-660-53330-00000 | 3.24 |
| 227003 | 11/27/2019 | BUSINESS CARD | NETFLIX | 100-60-670-53330-15100 | 3.25 |
| 227003 | 11/27/2019 | BUSINESS CARD | NETFLIX | 100-60-680-53330-00000 | 3.25 |
| 227003 | 11/27/2019 | BUSINESS CARD | FACEBOOK | 210-60-610-51100-16148 | 75.00 |
| 227003 | 11/27/2019 | BUSINESS CARD | PRINTING SERVICES | 210-60-610-53320-16148 | 666.80 |
| 227003 | 11/27/2019 | BUSINESS CARD | PREVIOUS BALANCE | 501-60-000-22328-00000 | 570.98 |
| 227003 | 11/27/2019 | BUSINESS CARD | LATE FEES & FINANCE CHARGES | 501-60-000-22328-00000 | 56.29 |
| 227003 | 11/27/2019 | BUSINESS CARD | FACEBOOK | 501-60-000-22328-00000 | 16.57 |
| 227004 | 11/27/2019 | UNITED STATE TREASURY | IRS PAYMENT | 100-20-210-53370-00000 | 24750.00 |
| 227005 | 12/02/2019 | AT&T | INTERNET AND PHONE CHARGES | 100-30-310-53403-00000 | 50.45 |
| 227006 | 12/02/2019 | AT&T MOBILITY | INTERNET AND PHONE CHARGES | 100-30-310-53403-00000 | 453.45 |
| 227007 | 12/02/2019 | BRIANNA DEANDA | REFUND OF DEPOSIT FOR RENTAL AT BARNES PARK | 501-60-000-22333-00000 | 150.00 |
| 227008 | 12/02/2019 | CHARTER COMMUNICATIONS HOLDINGS, LLC | DATA CONNECTION FOR RADIO SYSTEMS | 100-30-310-53403-00000 | 411.23 |
| 227009 | 12/02/2019 | CITY OF WEST COVINA | FORENSIC SERVICES | 100-30-310-51100-00000 | 400.00 |
| 227010 | 12/02/2019 | DINA SANCHEZ | REFUND DUE TO CHANGE OF SCOOP | 501-60-000-22333-00000 | 100.00 |
| 227011 | 12/02/2019 | JAVIER GIL | REIMBURSEMENT OF FACILITY RENTAL DEPOSIT | 501-60-000-22333-00000 | 150.00 |
| 227012 | 12/02/2019 | NICE CLEANERS | CLEANING SERVICES FOR JAIL | 100-30-370-51101-00000 | 80.00 |
| 227012 | 12/02/2019 | NICE CLEANERS | CLEANING SERVICES FOR JAIL | 100-30-370-51101-00000 | 80.00 |
| 227012 | 12/02/2019 | NICE CLEANERS | CLEANING SERVICES FOR JAIL | 100-30-370-51101-00000 | 80.00 |
| 227012 | 12/02/2019 | NICE CLEANERS | CLEANING SERVICES FOR JAIL | 100-30-370-51101-00000 | 80.00 |
| 227012 | 12/02/2019 | NICE CLEANERS | CLEANING SERVICES FOR JAIL | 100-30-370-51101-00000 | 80.00 |
| 227012 | 12/02/2019 | NICE CLEANERS | CLEANING SERVICES FOR JAIL | 100-30-370-51101-00000 | 80.00 |
| 227012 | 12/02/2019 | NICE CLEANERS | CLEANING SERVICES FOR JAIL | 100-30-370-51101-00000 | 80.00 |
| 227012 | 12/02/2019 | NICE CLEANERS | CLEANING SERVICES FOR JAIL | 100-30-370-51101-00000 | 80.00 |
| 227012 | 12/02/2019 | NICE CLEANERS | CLEANING SERVICES FOR JIAL | 100-30-370-51101-00000 | 80.00 |
| 227013 | 12/02/2019 | PALP INC | FRAZIER STREET PEDESTRIAN AND BICYCLE SAFETY IMPRO | 255-50-520-58100-15082 | 50984.84 |
| 227014 | 12/02/2019 | SYLVIA MORENO | YOUTH BASKETBALL REGISTRATION | 501-60-000-22326-00000 | 50.00 |
| 227015 | 12/02/2019 | THEE CHRISTMAS TREE CO. | TREE LIGHTING CEREMONY | 100-60-610-53100-16105 | 1340.00 |
| 227016 | 12/02/2019 | TIME WARNER CABLE | CLEANING SERVICES FOR JAIL | 100-30-310-53403-00000 | 812.09 |
| 227017 | 12/02/2019 | TIME WARNER CABLE | INTERNET SERVICE | 100-30-340-53405-00000 | 211.82 |
| 227017 | 12/02/2019 | TIME WARNER CABLE | INTERNET SERVICE | 100-60-680-51100-00000 | 104.99 |
| 227018 | 12/02/2019 | VICTORIA VALVERDE | THANKSGIVING LUNCHEON | 501-50-000-22543-00000 | 300.00 |
| 227019 | 12/02/2019 | AT&T MOBILITY | SERVICE FOR MOBILE DATA COMPUTERS IN PATROL | 100-30-310-53403-00000 | 866.91 |
| 227020 | 12/02/2019 | ENTERPRISE FM TRUST | FLEET LEASING PROGRAM OF CITYWIDE VEHICLES | 231-50-590-58140-15727 | 9107.61 |
| 227021 | 12/02/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-551-53100-15705 | 48.10 |
| 227021 | 12/02/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 304.76 |
| 227021 | 12/02/2019 | HOME DEPOT | MISC SUPPLIES | 402-50-590-53100-00000 | -97.46 |
| 227021 | 12/02/2019 | HOME DEPOT | SPECIALIZED SPRAY PAINTS | 254-50-570-53100-14885 | 159.07 |
| 227021 | 12/02/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | -49.53 |
| 227021 | 12/02/2019 | HOME DEPOT | SPECIALIZED SPRAY PAINTS | 402-50-590-53100-00000 | 97.46 |
| 227021 | 12/02/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 98.92 |
| 227021 | 12/02/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-551-53100-15705 | 79.88 |
| 227021 | 12/02/2019 | HOME DEPOT | SPECIALIZED SPRAY PAINTS | 254-50-570-53100-14885 | 679.87 |

| Payment Number | Payment Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| 227021 | 12/02/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 80.78 |
| 227021 | 12/02/2019 | HOME DEPOT | SPECIALIZED SPRAY PAINTS | 402-50-590-53100-00000 | 109.92 |
| 227022 | 12/02/2019 | L.A. COUNTY DEPT OF ANIMAL | ANIMAL CONTROL SERVICES | 100-30-390-51100-13250 | 55596.50 |
| 227022 | 12/02/2019 | L.A. COUNTY DEPT OF ANIMAL | ANIMAL CONTROL SERVICES | 100-30-390-51100-13250 | 50938.28 |
| 227022 | 12/02/2019 | L.A. COUNTY DEPT OF ANIMAL | ANIMAL CONTROL SERVICES | 100-30-390-51100-13250 | 46714.33 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 93.10 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 65.60 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS & SUPPLIES | 402-50-591-53100-00000 | -86.63 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS & SUPPLIES | 402-50-591-53100-00000 | -65.35 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 79.56 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS & SUPPLIES | 402-50-591-53100-00000 | -93.78 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 142.37 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 4.13 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 86.63 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 163.23 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 17.63 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS & SUPPLIES | 402-50-591-53100-00000 | -13.14 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 86.63 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 171.67 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 126.72 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 35.64 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 52.74 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 76.93 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 374.53 |
| 227023 | 12/04/2019 | CAR QUEST | PARTS AND SUPPLIES FOR VEHICLES | 402-50-591-53100-00000 | 35.96 |
| 227025 | 12/04/2019 | CHICAS ESCOBAR | MATERIAL AND SUPPLIES | 245-50-550-53100-15622 | 607.73 |
| 227025 | 12/04/2019 | CHICAS ESCOBAR | MATERIAL AND SUPPLIES | 245-50-550-53100-15622 | 1839.60 |
| 227026 | 12/04/2019 | CHRISTIAN SERNA | INTERVIEW PANEL REFRESHMENTS | 100-10-150-53350-00000 | 12.17 |
| 227026 | 12/04/2019 | CHRISTIAN SERNA | INTERVIEW PANEL REFRESHMENTS | 100-10-150-53350-00000 | 6.34 |
| 227027 | 12/04/2019 | FEDERAL EXPRESS CORP | 810776242020 | 100-30-310-53370-00000 | 31.30 |
| 227028 | 12/04/2019 | GRAINGER, INC. | MATERIAL & SUPPLIES | 402-50-590-53100-00000 | 260.70 |
| 227028 | 12/04/2019 | GRAINGER, INC. | MATERIAL & SUPPLIES | 100-60-620-53100-00000 | 23.20 |
| 227028 | 12/04/2019 | GRAINGER, INC. | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 238.48 |
| 227028 | 12/04/2019 | GRAINGER, INC. | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 269.11 |
| 227028 | 12/04/2019 | GRAINGER, INC. | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 7.43 |
| 227028 | 12/04/2019 | GRAINGER, INC. | MATERIAL & SUPPLIES | 251-50-560-53100-00000 | 289.55 |
| 227029 | 12/04/2019 | HARRELL & CO ADVISORS, LLC | PREPARATION FY17/2018 ANNUAL REPORT | 610-00-000-51101-00000 | 500.00 |
| 227029 | 12/04/2019 | HARRELL & CO ADVISORS, LLC | PREPARATION FY17/2018 ANNUAL REPORT | 650-00-000-51101-00000 | 100.00 |
| 227029 | 12/04/2019 | HARRELL & CO ADVISORS, LLC | PREPARATION FY17/2018 ANNUAL REPORT | 660-00-000-51101-00000 | 750.00 |
| 227030 | 12/04/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-610-53100-00000 | 13.63 |
| 227030 | 12/04/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-680-53100-00000 | 22.00 |
| 227030 | 12/04/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-610-53100-00000 | 87.56 |
| 227030 | 12/04/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-610-53100-00000 | 48.11 |
| 227030 | 12/04/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-660-53100-00000 | 146.34 |
| 227031 | 12/04/2019 | HOME DEPOT | MATERIAL & SUPPLIES | 251-50-571-53100-00000 | 244.33 |
| 227032 | 12/04/2019 | LILIANA RUBIO | COMPUTER LOAN FY 19/2020 | 100-00-000-11031-00000 | 1500.00 |
| 227033 | 12/04/2019 | AGRISERVE PEST CONTROL INC | APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT | 251-50-560-51100-00000 | 185.00 |
| 227033 | 12/04/2019 | AGRISERVE PEST CONTROL INC | APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT | 245-50-560-51100-15537 | 350.00 |
| 227033 | 12/04/2019 | AGRISERVE PEST CONTROL INC | APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT | 245-50-560-51100-15537 | 160.00 |
| 227034 | 12/04/2019 | ALL CITY MANAGEMENT SERVICES, INC | CROSSING GUARD SERVICES | 100-30-390-51100-13200 | 12696.00 |
| 227035 | 12/04/2019 | BILL WRIGHT'S PAINT | SPECIALIZED SPRAY PAINT | 245-50-570-53100-15040 | 130.67 |
| 227036 | 12/04/2019 | CANON FINANCIAL SERVICES | LEASE PAYMENTS FOR 2 CANON IR6555 COPIERS | 401-10-141-58140-11504 | 404.05 |
| 227037 | 12/04/2019 | CINTAS FIRST AID & SAFETY | FIRST AID SUPPLIES | 240-50-550-53100-15705 | 90.46 |

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|---|---|---|---|---|---|
| 227038 | 12/04/2019 | COUNTY OF LOS ANGELES | ROUTINE AND EXTRAORDINARY MAINTENANCE | 240-50-530-51100-00000 | 1797.62 |
| 227039 | 12/04/2019 | GOGOVAPPS, INC | GOREQUEST CRM SOFTWARE LICENSE RENEWAL | 401-10-140-51101-00000 | 7900.00 |
| 227040 | 12/04/2019 | INDUSTRIAL CLEANING SYSTEMS | PRESSURE WASHER REPAIRS | 254-50-581-53100-15510 | 69.99 |
| 227041 | 12/04/2019 | J.C.'S PLUMBING AND BACKFLOW | ANNUAL TESTING OF ALL CITY DEVICES | 251-50-562-51100-00000 | 3617.22 |
| 227042 | 12/04/2019 | JUST REWARDS | GIFT CARDS FOR EMPLOYEE TRANSPORTATION | 231-50-540-53120-00000 | 111.50 |
| 227043 | 12/04/2019 | MARCO INDUSTRIES, INC | STREET SWEEPER REPAIRS | 402-50-590-53371-00000 | 901.74 |
| 227043 | 12/04/2019 | MARCO INDUSTRIES, INC | STREET SWEEPER REPAIRS | 402-50-590-53371-00000 | 1624.98 |
| 227044 | 12/04/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 133.17 |
| 227044 | 12/04/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 72.07 |
| 227044 | 12/04/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 308.49 |
| 227044 | 12/04/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 349.70 |
| 227045 | 12/04/2019 | PRIME POWER EQUIPMENT | MATERIALS AND SUPPLIES | 251-50-571-53100-00000 | 143.03 |
| 227045 | 12/04/2019 | PRIME POWER EQUIPMENT | REPAIRS OF SMALL POWER TOOLS | 254-50-550-53371-15622 | 47.26 |
| 227045 | 12/04/2019 | PRIME POWER EQUIPMENT | REPAIRS OF SMALL POWER TOOLS | 251-50-571-51101-00000 | 37.48 |
| 227045 | 12/04/2019 | PRIME POWER EQUIPMENT | REPAIRS OF SMALL POWER TOOLS | 251-50-571-51101-00000 | 79.24 |
| 227045 | 12/04/2019 | PRIME POWER EQUIPMENT | REPAIRS OF SMALL POWER TOOLS | 251-50-571-51101-00000 | 80.50 |
| 227046 | 12/04/2019 | ROADLINE PRODUCTS INC. | SUPPLIES FOR AIRLESS PAINT PUMP AND SPRAY TIPS | 254-50-570-53100-14885 | 865.45 |
| 227046 | 12/04/2019 | ROADLINE PRODUCTS INC. | MATERIALS AND SUPPLIES | 254-50-550-53100-15622 | 171.88 |
| 227046 | 12/04/2019 | ROADLINE PRODUCTS INC. | MATERIALS AND SUPPLIES | 254-50-550-53100-15622 | 112.08 |
| 227047 | 12/04/2019 | SIEMENS MOBILITY INC | MAINTENANCE OF CITY TRAFFIC SIGNALS AND | 240-50-530-51100-00000 | 10915.00 |
| 227047 | 12/04/2019 | SIEMENS MOBILITY INC | MAINTENANCE OF CITY TRAFFIC SIGNALS AND | 240-50-530-51100-00000 | 2128.00 |
| 227047 | 12/04/2019 | SIEMENS MOBILITY INC | MAINTENANCE OF CITY TRAFFIC SIGNALS AND | 240-50-530-51100-00000 | 1440.63 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | TRANSIT SERVICES JULY 2019 TO JUNE 2020 | 244-50-580-51100-15520 | 26272.48 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | FARE BOX REVENUE | 244-50-000-42151-00000 | -363.00 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | FIXED ROUTE SERVICE (PARTIAL TROLLEY BUS ONLY) | 270-50-520-58100-15508 | 52.84 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | TRANSIT SERVICES JULY 2019 TO JUNE 2020 | 244-50-580-51100-15525 | 100729.06 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | SHELTER MAINTENANCE | 244-50-000-42150-00000 | -2805.49 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | FARE BOX REVENUE | 244-50-000-42151-00000 | -6072.50 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | ADVERTISMENT | 244-50-000-45602-00000 | -1946.06 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | TRANSIT SERVICES JULY 2019 TO JUNE 2020 | 244-50-580-51100-15520 | 25443.42 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | FARE BOX REVENUE | 244-50-000-42151-00000 | -347.50 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | TRANSIT SERVICES JULY 2019 TO JUNE 2020 | 244-50-580-51100-15525 | 84113.51 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | SHELTER MAINTENANCE | 244-50-000-42150-00000 | -2805.49 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | FARE BOX REVENUE | 244-50-000-42151-00000 | -5533.50 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | ADVERTISMENT | 244-50-000-45602-00000 | -1946.06 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | FIXED ROUTE SERVICE | 270-50-520-58100-15508 | 19577.52 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | TRANSIT SERVICES JULY 2019 TO JUNE 2020 | 244-50-580-51100-15520 | 25910.54 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | FARE BOX REVENUE | 244-50-000-42151-00000 | -403.00 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | TRANSIT SERVICES JULY 2019 TO JUNE 2020 | 244-50-580-51100-15525 | 101781.10 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | SHELTER MAINTENANCE | 244-50-000-42150-00000 | -2805.49 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | FARE BOX REVENUE | 244-50-000-42151-00000 | -5907.50 |
| 227048 | 12/04/2019 | SOUTHLAND TRANSIT, INC. | ADVERTISMENT | 244-50-000-45602-00000 | -1946.06 |
| 227049 | 12/04/2019 | SPORT PINS INTERNATIONAL | PRIDE OF THE VALLEY 5K MEDALS | 501-60-000-22328-16146 | 4675.79 |
| 227050 | 12/04/2019 | SPRAGUES' ROCK AND SAND | MISCELLANEOUS CONCRETE MATERIALS | 240-50-551-53100-15705 | 744.60 |
| 227050 | 12/04/2019 | SPRAGUES' ROCK AND SAND | MISCELLANEOUS CONCRETE MATERIALS | 240-50-551-53100-15705 | 602.25 |
| 227051 | 12/04/2019 | SUNBELT RENTALS | MISCELLANEOUS RENTAL EQUIPMENT | 240-50-551-53391-15705 | 693.89 |
| 227052 | 12/04/2019 | TARGET SPECIALTY PRODUCTS | HERBICIDES AND FERTILIZERS | 251-50-560-53100-00000 | 702.85 |
| 227052 | 12/04/2019 | TARGET SPECIALTY PRODUCTS | HERBICIDES AND FERTILIZERS | 251-50-560-53100-00000 | 1175.29 |
| 227053 | 12/04/2019 | TIME WARNER CABLE | 200M INTERNET SERVICE | 401-10-141-53403-11506 | 1379.00 |
| 227054 | 12/04/2019 | ZUMAR INDUSTRIES INC. | TRAFFIC CONTROL SIGN, WARNING AND REGULATORY | 254-50-550-53100-15622 | 2802.98 |
| 227055 | 12/05/2019 | APRIL ROJO | PETTY CASH FOR TREE LIGHTING EVENT | 100-60-610-53100-16105 | 300.00 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 15.24 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 8.73 |

| Payment Number | Payment Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 43.24 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 94.34 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 329.45 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 20.32 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 28.43 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 4.35 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 6.07 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 2.72 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 16.06 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 68.13 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 15.22 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 9.82 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 46.73 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 315.19 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 34.95 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 30.59 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 74.18 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 7.68 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 10.86 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 82.38 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 10.88 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 10.31 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS AND SUPPLIES | 100-60-620-53100-00000 | 3.80 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 51.07 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 42.63 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS AND SUPPLIES | 100-60-620-53100-00000 | 7.60 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 46.44 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 14.18 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 35.48 |
| 227056 | 12/05/2019 | HOME DEPOT | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 192.69 |
| 227059 | 12/05/2019 | MARK CAUDILLO | REMOVE EXISTING DECALS, CLEAN, AND PREP AND APPLY | 402-50-591-51101-00000 | 981.00 |
| 227060 | 12/05/2019 | NAVIDAD EN EL BARRIO INC | PURCHASE OF400 FOOD BASKETS | 100-60-640-53100-16106 | 2000.00 |
| 227061 | 12/05/2019 | WASTE MANAGEMENT OF SAN GABRIEL/POMON | CNG FUEL FOR CITY VEHICLES | 402-50-590-53110-16140 | 938.27 |
| 227061 | 12/05/2019 | WASTE MANAGEMENT OF SAN GABRIEL/POMON | CNG FUEL FOR CITY VEHICLES | 402-50-591-53110-16140 | 938.28 |
| 227062 | 12/05/2019 | ANA VALDIVIA | DEDUCTION | 100-00-000-21225-00000 | 346.15 |
| 227063 | 12/05/2019 | LYNDA C SALAS | DEDUCTION | 100-00-000-21225-00000 | 450.00 |
| 227064 | 12/05/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 113.07 |
| 227065 | 12/05/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 374.76 |
| 227066 | 12/05/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 1312.15 |
| 227067 | 12/05/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 131.53 |
| 227068 | 12/05/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 523.38 |
| 227069 | 12/05/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 382.15 |
| 227070 | 12/05/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 660.00 |
| 227071 | 12/05/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 617.08 |
| 227072 | 12/05/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 268.61 |
| 227073 | 12/05/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 309.69 |
| 227074 | 12/05/2019 | DIAZ BAKERY | ANNUAL TREE LIGHTING EVENT | 100-60-610-53100-16105 | 167.50 |
| 227075 | 12/05/2019 | LORENZO R SALLAS | ANNUAL TREE LIGHTING EVENT | 100-60-610-51101-16105 | 775.00 |
| 227076 | 12/11/2019 | AGRISERVE PEST CONTROL INC | APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT | 245-50-560-51100-15537 | 341.35 |
| 227076 | 12/11/2019 | AGRISERVE PEST CONTROL INC | APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT | 245-50-560-51100-15537 | 525.60 |
| 227076 | 12/11/2019 | AGRISERVE PEST CONTROL INC | APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT | 251-50-560-51100-00000 | 185.00 |
| 227077 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORMS FOR SEIU EMPLOYEES | 240-50-551-53100-13402 | 448.99 |
| 227077 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORMS FOR SEIU EMPLOYEES | 240-50-551-53100-13402 | 139.33 |

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|---|---|---|---|---|---|
| 227077 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORMS FOR SEIU EMPLOYEES | 240-50-551-53100-13402 | 278.28 |
| 227077 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORMS FOR SEIU EMPLOYEES | 240-50-551-53100-13402 | 160.33 |
| 227077 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORMS FOR SEIU EMPLOYEES | 240-50-551-53100-13402 | 278.28 |
| 227077 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORMS FOR SEIU EMPLOYEES | 240-50-551-53100-13402 | 157.81 |
| 227077 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORMS FOR SEIU EMPLOYEES | 240-50-551-53100-13402 | 320.44 |
| 227077 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORMS FOR SEIU EMPLOYEES | 240-50-551-53100-13402 | 157.77 |
| 227077 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORMS FOR SEIU EMPLOYEES | 240-50-551-53100-13403 | 9.28 |
| 227077 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORMS FOR SEIU EMPLOYEES | 240-50-551-53100-13402 | 318.52 |
| 227077 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORMS FOR SEIU EMPLOYEES | 240-50-551-53100-13403 | 171.25 |
| 227078 | 12/11/2019 | ARIF ALIKHAN | CONSULTING SERVICES FOR POLICE DEPT | 100-30-310-51100-00000 | 731.25 |
| 227079 | 12/11/2019 | B&B TIRE SERVICE | LARGE TIRES FOR COMMAND POST, ARMOR | 402-50-590-53100-00000 | 30.00 |
| 227080 | 12/11/2019 | CAL BLEND SOILS INC | MISCELLANEOUS SUPPLIES | 251-50-560-53100-00000 | 1570.23 |
| 227081 | 12/11/2019 | CARLOS VALLE | CLEAN OUTSIDE RESTROOMS AT WCNP, HILDA SOLIS | 100-60-620-53371-00000 | 4825.00 |
| 227081 | 12/11/2019 | CARLOS VALLE | CLEAN OUTSIDE RESTROOMS AT WCNP, HILDA SOLIS | 100-60-620-53371-15100 | 340.00 |
| 227081 | 12/11/2019 | CARLOS VALLE | CLEAN OUTSIDE RESTROOMS AT WCNP, HILDA SOLIS | 245-60-620-53371-15882 | 1000.00 |
| 227081 | 12/11/2019 | CARLOS VALLE | CLEAN OUTSIDE RESTROOMS AT WCNP, HILDA SOLIS | 252-60-620-53371-00000 | 4820.00 |
| 227082 | 12/11/2019 | CINTAS FIRST AID & SAFETY | FIRST AID SUPPLIES | 402-50-590-53100-00000 | 80.47 |
| 227082 | 12/11/2019 | CINTAS FIRST AID & SAFETY | FIRST AID & SAFETY | 100-10-150-53100-00000 | 158.81 |
| 227083 | 12/11/2019 | COMMUNITY MEDIA OF | VIDEO PRODUCTION AND CABLE TELEVISION SERVICES | 270-10-140-51101-17510 | 1791.66 |
| 227083 | 12/11/2019 | COMMUNITY MEDIA OF | VIDEO PRODUCTION AND CABLE TELEVISION SERVICES | 270-10-140-51101-17510 | 1791.66 |
| 227083 | 12/11/2019 | COMMUNITY MEDIA OF | VIDEO PRODUCTION AND CABLE TELEVISION SERVICES | 270-10-140-51101-17510 | 1791.66 |
| 227083 | 12/11/2019 | COMMUNITY MEDIA OF | VIDEO PRODUCTION AND CABLE TELEVISION SERVICES | 270-10-140-51101-17510 | 1791.66 |
| 227084 | 12/11/2019 | COUNTY OF LOS ANGELES | ROUTINE AND EXTRAORDINARY MAINTENANCE | 240-50-530-51100-00000 | 1239.01 |
| 227085 | 12/11/2019 | FERNANDO JIMENEZ & ASSOCIATES, INC | INVESTIGATIONS | 403-10-160-51100-00000 | 1469.50 |
| 227086 | 12/11/2019 | FRANK ORTIZ | YOUTH BASKETBALL PROGRAMS | 100-60-610-51101-16120 | 396.00 |
| 227087 | 12/11/2019 | HOSE-MAN INC | HOSES, NOZZLES AND FITTINGS | 402-50-590-53100-00000 | 171.87 |
| 227088 | 12/11/2019 | I COLOR PRINTING | SERVICES FOR BP NOW AND RECREATION GUIDE | 100-60-610-51100-11400 | 3260.07 |
| 227089 | 12/11/2019 | INDUSTRIAL CLEANING SYSTEMS | PRESSURE WASHER REPAIRS | 254-50-581-53100-15510 | 68.74 |
| 227089 | 12/11/2019 | INDUSTRIAL CLEANING SYSTEMS | PRESSURE WASHER REPAIRS | 254-50-581-53100-15510 | 236.02 |
| 227090 | 12/11/2019 | KNIGHT COMMUNICATIONS | INFORMATION SERVICES SUPPORT FOR POLICE DEPT | 100-30-310-51100-00000 | 8000.00 |
| 227090 | 12/11/2019 | KNIGHT COMMUNICATIONS | INFORMATION SERVICES SUPPORT FOR POLICE DEPT | 100-30-310-51100-00000 | 8000.00 |
| 227090 | 12/11/2019 | KNIGHT COMMUNICATIONS | INFORMATION SERVICES SUPPORT FOR POLICE DEPT | 100-30-310-51100-00000 | 8000.00 |
| 227090 | 12/11/2019 | KNIGHT COMMUNICATIONS | INFORMATION SERVICES SUPPORT FOR POLICE DEPT | 100-30-310-51100-00000 | 8000.00 |
| 227090 | 12/11/2019 | KNIGHT COMMUNICATIONS | INFORMATION SERVICES SUPPORT FOR POLICE DEPT | 100-30-310-51100-00000 | 8000.00 |
| 227091 | 12/11/2019 | MCCAIN INC | REPLACEMENT PARTS FOR TRAFFIC SIGNAL COMPONENTS | 245-50-550-53100-15622 | 607.39 |
| 227092 | 12/11/2019 | MERRIMAC ENERGY GROUP | REGULAR UNLEADED GASOLINE, 7,400 GALLONS, | 402-50-590-53110-16140 | 9153.39 |
| 227092 | 12/11/2019 | MERRIMAC ENERGY GROUP | REGULAR UNLEADED GASOLINE, 7,400 GALLONS, | 402-50-591-53110-16140 | 13730.08 |
| 227093 | 12/11/2019 | MONTY'S ELECTRIC, INC. | ELECTRICAL REPAIRS @ HILDA SOLIS PARK | 100-60-620-53371-00000 | 336.50 |
| 227093 | 12/11/2019 | MONTY'S ELECTRIC, INC. | ELECTRICAL REPAIRS @ HILDA SOLIS PARK | 252-60-620-53371-00000 | 336.50 |
| 227094 | 12/11/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 384.72 |
| 227094 | 12/11/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 61.16 |
| 227094 | 12/11/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 7.65 |
| 227094 | 12/11/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 91.67 |
| 227094 | 12/11/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 12.54 |
| 227094 | 12/11/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 43.78 |
| 227095 | 12/11/2019 | PACIFIC PRODUCTS & SERVICES | MATERIALS AND SUPPLIES | 254-50-550-53100-15622 | 722.70 |
| 227096 | 12/11/2019 | PERSONNEL CONCEPTS | LABOR POSTERS | 403-10-160-53100-00000 | 667.58 |
| 227097 | 12/11/2019 | PRIME POWER EQUIPMENT | REPAIRS OF SMALL POWER TOOLS | 251-50-571-51101-00000 | 35.00 |
| 227097 | 12/11/2019 | PRIME POWER EQUIPMENT | REPAIRS OF SMALL POWER TOOLS | 251-50-571-51101-00000 | 51.42 |
| 227097 | 12/11/2019 | PRIME POWER EQUIPMENT | REPAIRS OF SMALL POWER TOOLS | 251-50-571-51101-00000 | 272.97 |
| 227097 | 12/11/2019 | PRIME POWER EQUIPMENT | REPAIRS OF SMALL POWER TOOLS | 251-50-571-51101-00000 | 69.01 |
| 227098 | 12/11/2019 | QUINN SHEPHERD MACHINERY | MATERIAL & SUPPLIES FOR THE TRACTOR | 402-50-590-53100-00000 | 149.57 |
| 227098 | 12/11/2019 | QUINN SHEPHERD MACHINERY | MISC PART | 402-50-590-51101-00000 | 35.84 |

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| 227098 | 12/11/2019 | QUINN SHEPHERD MACHINERY | MISC PART | 402-50-590-51101-00000 | -129.08 |
| 227099 | 12/11/2019 | ROADLINE PRODUCTS INC. | MATERIALS AND SUPPLIES | 254-50-550-53100-15622 | 801.50 |
| 227099 | 12/11/2019 | ROADLINE PRODUCTS INC. | MATERIALS AND SUPPLIES | 254-50-550-53100-15622 | 280.03 |
| 227100 | 12/11/2019 | SAN GABRIEL VALLEY CITY MANAGER'S ASSOCIAT | MONTHLY LUNCHEON FOR S.YAUCHZEE | 100-10-110-53330-00000 | 30.00 |
| 227101 | 12/11/2019 | SAN GABRIEL VALLEY WATER | WATER COST | 252-60-620-53402-00000 | 5903.59 |
| 227102 | 12/11/2019 | SERVICE FIRST CONTRACTORS | POOL CHEMICALS | 100-60-620-53100-00000 | 203.31 |
| 227102 | 12/11/2019 | SERVICE FIRST CONTRACTORS | POOL CHEMICALS | 252-60-620-53100-00000 | 203.31 |
| 227103 | 12/11/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-660-53100-00000 | 17.22 |
| 227103 | 12/11/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-660-53100-00000 | 41.95 |
| 227103 | 12/11/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-630-53100-00000 | 15.00 |
| 227103 | 12/11/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-25-299-53100-11405 | 118.64 |
| 227103 | 12/11/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-630-53100-00000 | 157.62 |
| 227103 | 12/11/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-630-53100-00000 | 68.44 |
| 227103 | 12/11/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-60-630-53100-00000 | 20.00 |
| 227103 | 12/11/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 501-60-000-22328-00000 | 94.72 |
| 227103 | 12/11/2019 | SMART & FINAL | MATERIALS & SUPPLIES | 100-25-299-53100-11405 | 17.98 |
| 227104 | 12/11/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 252-60-620-53401-00000 | 564.30 |
| 227104 | 12/11/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-560-53401-00000 | 342.42 |
| 227104 | 12/11/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 2667.34 |
| 227104 | 12/11/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 38.95 |
| 227104 | 12/11/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 57.67 |
| 227104 | 12/11/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 252-60-620-53401-00000 | 6354.45 |
| 227104 | 12/11/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 115.79 |
| 227104 | 12/11/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 240-50-551-53401-15705 | 24.35 |
| 227104 | 12/11/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 245-50-530-53401-15535 | 125.38 |
| 227105 | 12/11/2019 | SOUTHLAND TRANSIT, INC. | TRANSIT SERVICES JULY 2019 TO JUNE 2020 | 244-50-580-51100-15520 | 27422.64 |
| 227105 | 12/11/2019 | SOUTHLAND TRANSIT, INC. | FARE BOX REVENUE | 244-50-000-42151-00000 | -444.00 |
| 227105 | 12/11/2019 | SOUTHLAND TRANSIT, INC. | TRANSIT SERVICES JULY 2019 TO JUNE 2020 | 244-50-580-51100-15525 | 106639.75 |
| 227105 | 12/11/2019 | SOUTHLAND TRANSIT, INC. | SHELTER MAINTENANCE | 244-50-000-42150-00000 | -2805.49 |
| 227105 | 12/11/2019 | SOUTHLAND TRANSIT, INC. | FARE BOX REVENUE | 244-50-000-42151-00000 | -5926.00 |
| 227105 | 12/11/2019 | SOUTHLAND TRANSIT, INC. | ADVERTISMENT | 244-50-000-45602-00000 | -1946.06 |
| 227106 | 12/11/2019 | SPARKLETTS | WATER & COFFEE SUPPLIES | 100-60-620-53100-00000 | 677.97 |
| 227106 | 12/11/2019 | SPARKLETTS | WATER & COFFEE SUPPLIES | 252-60-620-53100-00000 | 677.98 |
| 227106 | 12/11/2019 | SPARKLETTS | WATER & COFFEE SUPPLIES | 100-60-620-53100-00000 | 580.88 |
| 227106 | 12/11/2019 | SPARKLETTS | WATER & COFFEE SUPPLIES | 100-60-620-53100-00000 | 484.73 |
| 227107 | 12/11/2019 | SUNBELT RENTALS | MISCELLANEOUS RENTAL EQUIPMENT | 240-50-551-53391-15705 | 397.86 |
| 227108 | 12/11/2019 | TARGET SPECIALTY PRODUCTS | HERBICIDES AND FERTILIZERS | 251-50-560-53100-00000 | 1207.98 |
| 227109 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 92.00 |
| 227109 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 54.00 |
| 227109 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 85.00 |
| 227109 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 57.00 |
| 227109 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 125.00 |
| 227109 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 37.50 |
| 227109 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 102.50 |
| 227109 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 70.00 |
| 227109 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 101.00 |
| 227109 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 45.00 |
| 227109 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 40.00 |
| 227110 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 0.50 |
| 227110 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 87.50 |
| 227110 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 87.00 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 168.00 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 140.00 |

| Payment Number | Payment Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 40.00 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 45.00 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 100-60-620-53371-00000 | 83.50 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 17.50 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 70.00 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 57.00 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 125.00 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 54.00 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 85.00 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 88.00 |
| 227111 | 12/11/2019 | TERMINIX INTERNATIONAL | EXTERMINATOR SERVICES | 252-60-620-53371-00000 | 72.00 |
| 227112 | 12/11/2019 | THE GAS COMPANY | GAS COST | 252-60-620-53400-00000 | 2174.23 |
| 227113 | 12/11/2019 | THE GAS COMPANY | GAS COST | 100-60-620-53400-00000 | 1924.86 |
| 227114 | 12/11/2019 | THE GEO GROUP INC | JAIL OPERATIONS | 100-30-370-51100-00000 | 31522.21 |
| 227114 | 12/11/2019 | THE GEO GROUP INC | JAIL OPERATIONS | 100-30-370-51100-00000 | 34023.67 |
| 227115 | 12/11/2019 | THE SAUCE CREATIVE SERVICES CORP | DESIGN OF FALL / WINTER RECREATION GUIDE | 100-60-610-51100-00000 | 500.00 |
| 227115 | 12/11/2019 | THE SAUCE CREATIVE SERVICES CORP | DESIGN OF FALL / WINTER RECREATION GUIDE | 100-60-630-51101-00000 | 500.00 |
| 227115 | 12/11/2019 | THE SAUCE CREATIVE SERVICES CORP | DESIGN OF FALL / WINTER RECREATION GUIDE | 100-60-650-51100-00000 | 500.00 |
| 227115 | 12/11/2019 | THE SAUCE CREATIVE SERVICES CORP | DESIGN OF FALL / WINTER RECREATION GUIDE | 100-60-660-51100-00000 | 500.00 |
| 227115 | 12/11/2019 | THE SAUCE CREATIVE SERVICES CORP | DESIGN OF FALL / WINTER RECREATION GUIDE | 100-60-670-51100-15100 | 500.00 |
| 227115 | 12/11/2019 | THE SAUCE CREATIVE SERVICES CORP | DESIGN OF FALL / WINTER RECREATION GUIDE | 100-60-680-51100-00000 | 500.00 |
| 227115 | 12/11/2019 | THE SAUCE CREATIVE SERVICES CORP | DESIGN OF FALL / WINTER RECREATION GUIDE | 501-60-000-22329-00000 | 500.00 |
| 227116 | 12/11/2019 | THREE BROWN BEARS, LLC | RFND C&D 5108,5110 & 5112 BLEECKER ST | 246-00-000-22540-00000 | 750.00 |
| 227117 | 12/11/2019 | TIME WARNER CABLE | WI-FI AND TV SERVICE AT CITY YARD | 402-50-590-53403-00000 | 224.40 |
| 227118 | 12/11/2019 | UNITED PUMPING SERVICE INC | DOCUMENTATION AND DISPOSAL OF HAZARDOUS | 240-50-551-51100-15705 | 2036.65 |
| 227118 | 12/11/2019 | UNITED PUMPING SERVICE INC | DOCUMENTATION AND DISPOSAL OF HAZARDOUS | 240-50-551-51100-15705 | 1962.24 |
| 227118 | 12/11/2019 | UNITED PUMPING SERVICE INC | DOCUMENTATION AND DISPOSAL OF HAZARDOUS | 240-50-551-51100-15705 | 1219.20 |
| 227119 | 12/11/2019 | USA ALARM SYSTEMS, INC. | ALARM SYS MONITORING SERVICES | 100-60-620-58140-00000 | 973.34 |
| 227119 | 12/11/2019 | USA ALARM SYSTEMS, INC. | ALARM SYS MONITORING SERVICES | 100-60-620-58140-15100 | 245.00 |
| 227119 | 12/11/2019 | USA ALARM SYSTEMS, INC. | ALARM SYS MONITORING SERVICES | 252-60-620-58140-00000 | 973.33 |
| 227120 | 12/11/2019 | VERIZON WIRELESS | SERVICE FOR CELL PHONES AND TABLETS | 240-50-550-53403-15705 | 169.42 |
| 227120 | 12/11/2019 | VERIZON WIRELESS | SERVICE FOR CELL PHONES AND TABLETS | 246-50-540-53403-15005 | 154.45 |
| 227120 | 12/11/2019 | VERIZON WIRELESS | SERVICE FOR CELL PHONES AND TABLETS | 402-50-590-53403-00000 | 1000.00 |
| 227120 | 12/11/2019 | VERIZON WIRELESS | 09/22-10/21/19 | 100-40-405-53403-00000 | -122.92 |
| 227120 | 12/11/2019 | VERIZON WIRELESS | 10/22-11/21/2019 | 100-40-405-53403-00000 | 54.28 |
| 227120 | 12/11/2019 | VERIZON WIRELESS | 10/22-11/21/2019 | 220-40-420-53403-14700 | 54.28 |
| 227120 | 12/11/2019 | VERIZON WIRELESS | 10/22-11/21/2019 | 901-40-410-53403-14310 | 54.28 |
| 227121 | 12/11/2019 | VICTORIA VALVERDE | RETIREMENT LUNCHEON FOR TIM CARDIEL | 501-50-000-22543-00000 | 200.00 |
| 227122 | 12/11/2019 | VICTORIA VALVERDE | 2019 HOLIDAY LUNCHEON @ WALNUT CREEK NATURE PARK | 100-25-299-53370-00000 | 2500.00 |
| 227123 | 12/11/2019 | WAXIE SANITARY SUPPLY | JANITORIAL SUPPLIES FOR CITY FACILITIES | 100-60-620-53100-00000 | 1883.81 |
| 227123 | 12/11/2019 | WAXIE SANITARY SUPPLY | JANITORIAL SUPPLIES FOR CITY FACILITIES | 252-60-620-53100-00000 | 105.65 |
| 227123 | 12/11/2019 | WAXIE SANITARY SUPPLY | JANITORIAL SUPPLIES FOR CITY FACILITIES | 252-60-620-53100-00000 | 1401.96 |
| 227123 | 12/11/2019 | WAXIE SANITARY SUPPLY | JANITORIAL SUPPLIES FOR CITY FACILITIES | 252-60-620-53100-00000 | 376.20 |
| 227124 | 12/11/2019 | WEST COAST ARBORISTS, INC | MUNICIPAL TREE TRIMS | 251-50-561-51100-00000 | 958.20 |
| 227124 | 12/11/2019 | WEST COAST ARBORISTS, INC | MUNICIPAL TREE TRIMS | 251-50-561-51100-00000 | 1408.20 |
| 227124 | 12/11/2019 | WEST COAST ARBORISTS, INC | MUNICIPAL TREE TRIMS | 251-50-561-51100-00000 | 1934.75 |
| 227125 | 12/11/2019 | ABDUL KHAN | PURCHASE OF PING PONG TOURNAMENT TROPHIES | 501-60-000-22327-00000 | 45.44 |
| 227126 | 12/11/2019 | ADMIN SURE INC. | RANGE FEES FOR SWAT RANGE | 403-10-160-54100-00000 | 114.78 |
| 227127 | 12/11/2019 | ALMA SANTANA | REFUND FOR SWIM LESSONS REGISTRATION | 100-60-000-42600-00000 | 90.00 |
| 227128 | 12/11/2019 | AMERICAN EAGLE COMPUTER PROD INC. | INK CARTRIDGES FOR POLICE DEPARTMENT | 100-30-310-53100-00000 | 762.62 |
| 227128 | 12/11/2019 | AMERICAN EAGLE COMPUTER PROD INC. | INK CARTRIDGES FOR POLICE DEPARTMENT | 100-30-310-53100-00000 | 511.69 |
| 227128 | 12/11/2019 | AMERICAN EAGLE COMPUTER PROD INC. | INK CARTRIDGES FOR POLICE DEPARTMENT | 100-30-310-53100-00000 | 866.30 |
| 227129 | 12/11/2019 | ANDREW SHARP | REFUND FOR SWIM LESSONS REGISTRATION | 100-60-000-42600-00000 | 90.00 |

| Payment Number | Payment Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| 227130 | 12/11/2019 | ANTOINET SANCHEZ | REFUND OF FACILITY RESERVATION DEPOIST | 501-60-000-22333-00000 | 100.00 |
| 227131 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORM SERVICES FOR BUILDING MAINTENANCE | 100-60-620-53371-00000 | 25.95 |
| 227131 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORM SERVICES FOR BUILDING MAINTENANCE | 100-60-620-53371-00000 | 102.48 |
| 227131 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORM SERVICES FOR BUILDING MAINTENANCE | 100-60-620-53371-00000 | 25.95 |
| 227131 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORM SERVICES FOR BUILDING MAINTENANCE | 100-60-620-53371-00000 | 75.38 |
| 227131 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORM SERVICES FOR BUILDING MAINTENANCE | 252-60-620-53371-00000 | 47.42 |
| 227131 | 12/11/2019 | ARAMARK UNIFORM SERVICES | UNIFORM SERVICES FOR BUILDING MAINTENANCE | 252-60-620-53371-00000 | 182.35 |
| 227132 | 12/11/2019 | ARROYO BACKGROUND INVESTIGATIONS,LLC | BACKGROUND INVESTIGATIONS PD APPLICANT | 100-30-310-51100-00000 | 2250.00 |
| 227133 | 12/11/2019 | BALDWIN PARK PIZZA | HOSPITALITY MEAL FOR STAFF | 501-60-000-22328-16101 | 70.06 |
| 227134 | 12/11/2019 | BEAR COMMUNICATIONS | REPAIR RADIO IN DISPATCH | 100-30-310-53371-00000 | 380.00 |
| 227135 | 12/11/2019 | BERLITZ LANGUAGES, INC. | BILINGUAL TESTING FOR EMPLOYEE'S | 100-10-150-51100-00000 | 50.00 |
| 227136 | 12/11/2019 | BOB BARKER COMPANY, INC | SUPPLIES FOR INMATES | 501-30-000-22407-00000 | 275.99 |
| 227137 | 12/11/2019 | C.A.P.E. ACCOUNTING | YEARLY MEMBERSHIP FOR DIANA HUERTA | 100-30-360-53350-00000 | 50.00 |
| 227138 | 12/11/2019 | CALIFORNIA POLICE CHIEFS | TECHNOLOGY SUMMIT REGISTRATION FEE | 100-30-300-53350-00000 | 198.00 |
| 227139 | 12/11/2019 | CARPENTER & ROTHANS | PROFESSIONAL SERVICES | 403-10-160-54100-00000 | 2792.40 |
| 227140 | 12/11/2019 | CARPIO DESIGNS | REPAIRS MADE TO CHAIR AT THE COMMUNITY CENTER | 100-60-620-53371-00000 | 396.94 |
| 227140 | 12/11/2019 | CARPIO DESIGNS | REPAIRS MADE TO CHAIR AT THE COMMUNITY CENTER | 252-60-620-53371-00000 | 396.94 |
| 227141 | 12/11/2019 | CPRS DISTRICT XIII | REGISTRATION FOR CPRS TRIVIA NIGHT FUNDRAISER | 100-60-670-53350-15100 | 35.00 |
| 227141 | 12/11/2019 | CPRS DISTRICT XIII | REGISTRATION FOR CPRS TRIVIA NIGHT FUNDRAISER | 100-60-680-53350-00000 | 70.00 |
| 227142 | 12/11/2019 | CYNTHIA CAMACHO | BALLET FOLKLORICO PERFORMANCE | 100-60-680-51100-00000 | 250.00 |
| 227143 | 12/11/2019 | DEPARTMENT OF JUSTICE | FINGERPRINT POLICE APPLICANTS AND CANNABIS | 100-30-310-51100-00000 | 66.00 |
| 227143 | 12/11/2019 | DEPARTMENT OF JUSTICE | FINGERPRINT POLICE APPLICANTS AND CANNABIS | 501-30-000-21411-14070 | 64.00 |
| 227144 | 12/11/2019 | ECO CAR SPA | CAR WASH FOR ALL CITY AND POLICE VEHICLES | 402-50-590-51101-00000 | 106.43 |
| 227144 | 12/11/2019 | ECO CAR SPA | CAR WASH FOR ALL CITY AND POLICE VEHICLES | 402-50-591-51101-00000 | 106.42 |
| 227145 | 12/11/2019 | ED BUTTS FORD | A/C NOT WORKING ON UNIT#3123 | 402-50-591-53371-00000 | 200.72 |
| 227146 | 12/11/2019 | FIRST ADVANTAGE LNS | BACKGROUND VERIFICATION | 100-30-310-51100-00000 | 65.66 |
| 227147 | 12/11/2019 | FORENSIC NURSE SPECIALIST, INC | SEXUAL ASSAULT EXAMS | 100-30-310-51100-00000 | 1600.00 |
| 227148 | 12/11/2019 | GABRIEL CONTAINER CO. | PURCHASE OF CARDBOARD BOXES | 100-60-640-53100-16106 | 669.90 |
| 227149 | 12/11/2019 | H&I HOLDING CORP | LANDSCAPE SERVICES AT MCNEIL MANOR | 905-40-410-53371-14621 | 230.00 |
| 227150 | 12/11/2019 | HILLYARD INC | CLEANING SUPPLIES FOR GYM FLOOR | 100-60-620-53100-00000 | 408.88 |
| 227150 | 12/11/2019 | HILLYARD INC | CLEANING SUPPLIES FOR GYM FLOOR | 252-60-620-53100-00000 | 408.88 |
| 227151 | 12/11/2019 | HINDERLITER, DE LLAMAS & ASSOCIATES | CONTRACT SERVICES -SALES TAX & AUDIT SERVICES | 100-25-299-51100-00000 | 1519.93 |
| 227152 | 12/11/2019 | HOLLIDAY ROCK COMPANY | CONCRETE MATERIAL | 240-50-551-53100-15705 | 282.51 |
| 227153 | 12/11/2019 | HONEYCOTT., INC | COLONY OF HONEYBEES WAS REMOVED ALIVE | 251-50-560-51100-00000 | 120.00 |
| 227154 | 12/11/2019 | HONEYWELL INTERNATIONAL INC. | REPLACEMENT OF LEAKING ACTUATOR IN THE PD | 100-60-620-53371-00000 | 767.29 |
| 227155 | 12/11/2019 | INTERSTATE BATTERIES | BATTERIES FOR ALL CITY VEHICLE AND POLICE | 402-50-590-53100-00000 | 402.78 |
| 227155 | 12/11/2019 | INTERSTATE BATTERIES | BATTERIES FOR ALL CITY VEHICLE AND POLICE | 402-50-590-53100-00000 | 135.20 |
| 227156 | 12/11/2019 | JCL TRAFFIC SERVICES | TWO RIGHT LANE ENDS MERGE LEFT SYMBOL SIGN | 245-50-550-53100-15622 | 317.90 |
| 227156 | 12/11/2019 | JCL TRAFFIC SERVICES | MATERIAL AND SUPPLIES | 240-50-550-53100-15705 | 260.52 |
| 227157 | 12/11/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 252-60-620-53371-00000 | 106.98 |
| 227157 | 12/11/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 100-60-620-53371-00000 | 98.00 |
| 227157 | 12/11/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 100-60-620-53371-00000 | 473.69 |
| 227158 | 12/11/2019 | JEEP CHRYSLER OF ONTARIO, INC. | MAINTENANCE AND REPAIRS ON UNIT 3135 | 402-50-591-53371-00000 | 234.55 |
| 227159 | 12/11/2019 | JON'S FLAGS & POLES | DOUBLE SIDED , WHITE FRINGED FLAG | 100-60-620-53100-00000 | 192.72 |
| 227160 | 12/11/2019 | JP ENGINE INC | MAINTENANCE ON UNIT#3137 | 402-50-591-53371-00000 | 2081.00 |
| 227161 | 12/11/2019 | LEONARDO VILLEGAS | REFUND FOR SF ADU, GP/T & PLANNING FEE | 235-40-000-42414-00000 | 85.82 |
| 227161 | 12/11/2019 | LEONARDO VILLEGAS | REFUND FOR SF ADU, GP/T & PLANNING FEE | 235-40-000-42417-00000 | 76.28 |
| 227161 | 12/11/2019 | LEONARDO VILLEGAS | REFUND FOR SF ADU, GP/T & PLANNING FEE | 235-40-000-42418-00000 | 28.61 |
| 227162 | 12/11/2019 | LEWIS ENGRAVING INC | PAYMENT OF NAME PLATE AND FIRE SPRINKLER SIGN | 100-60-620-53100-00000 | 44.65 |
| 227163 | 12/11/2019 | LUIS FREGOSO | CONTRACT SERVICES TO PROVIDE MARIACHI CLASSES | 501-60-000-22328-00000 | 225.75 |
| 227164 | 12/11/2019 | MAXIMO DE MATTA | PAYMENT OF STAINLESS STEEL CARTS FOR CANOPIES | 100-60-620-53100-00000 | 1700.00 |
| 227165 | 12/11/2019 | MOJICA JUDO CLUB | CONTRACT SERVICES TO PROVIDE JUDO CLASSES | 501-60-000-22328-00000 | 787.15 |
| 227166 | 12/11/2019 | NICHOLS LUMBER & HARDWARE | MATERIAL AND SUPPLIES | 245-50-581-53100-15510 | 75.41 |

| Payment Number | Payment Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| 227166 | 12/11/2019 | NICHOLS LUMBER & HARDWARE | MATERIAL AND SUPPLIES | 402-50-590-53100-00000 | 21.35 |
| 227167 | 12/11/2019 | OFFICE DEPOT INC | OFFICE SUPPLIES | 100-10-150-53100-11100 | 97.55 |
| 227167 | 12/11/2019 | OFFICE DEPOT INC | OFFICE SUPPLIES | 246-50-540-53100-15705 | 1328.16 |
| 227167 | 12/11/2019 | OFFICE DEPOT INC | OFFICE SUPPLIES | 100-40-440-53100-00000 | 47.07 |
| 227167 | 12/11/2019 | OFFICE DEPOT INC | OFFICE SUPPLIES | 100-40-450-53100-00000 | 111.39 |
| 227168 | 12/11/2019 | PREMIERE FUELING SERVICES INC | MONTHLY DESIGNATED OPERATOR INSPECTION | 402-50-590-53110-16140 | 200.00 |
| 227168 | 12/11/2019 | PREMIERE FUELING SERVICES INC | MONTHLY DESIGNATED OPERATOR INSPECTION | 402-50-590-53110-16140 | 650.00 |
| 227168 | 12/11/2019 | PREMIERE FUELING SERVICES INC | MONTHLY DESIGNATED OPERATOR INSPECTION | 402-50-590-53110-16140 | 500.00 |
| 227169 | 12/11/2019 | ROSANNA MEJIA | PAYMENT OF CONTRACT SERVICES TO DANCE CLASSES | 501-60-000-22328-00000 | 327.60 |
| 227170 | 12/11/2019 | SHI INTERNATIONAL CORP | BLUEBEAM SOFTWARE | 100-40-440-53390-00000 | 968.22 |
| 227171 | 12/11/2019 | SUPERIOR PAVEMENT MARKINGS | RESTRIPE BLUE LINE FOR PARADE ROUTE | 240-50-550-51100-15705 | 1568.26 |
| 227172 | 12/11/2019 | THE SHREDDERS | DESTRUCTION OF DEPT CONFIDENTIAL DOCUMENTS | 100-30-330-51100-00000 | 151.50 |
| 227173 | 12/11/2019 | T-MOBILE | MOBILE PHONE USAGE | 100-40-450-53403-00000 | 180.10 |
| 227173 | 12/11/2019 | T-MOBILE | MOBILE PHONE USAGE | 100-40-460-53403-00000 | 180.10 |
| 227174 | 12/11/2019 | UNITED ROTARY BRUSH CORP | BRUSH AND PARTS FOR THE STREET SWEEPER | 402-50-590-53100-00000 | 531.99 |
| 227175 | 12/11/2019 | VALLEY POWER SERVICES, INC | TROUBLESHOOT GENERATOR TAKING TO LONG TO TRANSFER | 402-50-590-51101-00000 | 552.50 |
| 227176 | 12/11/2019 | VICKY OLVERA | MUSICAL PERFORMANCE AT THE ARC'S DAY | 100-60-680-51100-00000 | 250.00 |
| 227177 | 12/11/2019 | VIVIANA ROBLES | ANCILLARY BENEFITS REFRESHMENTS | 100-10-150-53350-00000 | 98.91 |
| 227178 | 12/11/2019 | WASTE MANAGEMENT OF SAN GABRIEL/POMON | WASTE MANAGEMENT SERVICES AT 14317 MORGAN STREET | 905-40-410-53405-14305 | 242.94 |
| 227179 | 12/11/2019 | WASTE MANAGEMENT, INC. | CNG FUEL FOR CITY VEHICLES--OCTOBER | 402-50-590-53110-16140 | 1106.67 |
| 227179 | 12/11/2019 | WASTE MANAGEMENT, INC. | CNG FUEL FOR CITY VEHICLES--OCTOBER | 402-50-591-53110-16140 | 1106.67 |
| 227179 | 12/11/2019 | WASTE MANAGEMENT, INC. | CNG FUEL FOR CITY VEHICLES-NOVEMBER | 402-50-590-53110-16140 | 938.27 |
| 227179 | 12/11/2019 | WASTE MANAGEMENT, INC. | CNG FUEL FOR CITY VEHICLES-NOVEMBER | 402-50-591-53110-16140 | 938.28 |
| 227180 | 12/11/2019 | YOUNGBLOOD & ASSOCIATES | POLYGRAPH EXAM | 100-30-310-51100-00000 | 300.00 |
| 227181 | 12/18/2019 | ALAIN FIGUEROA | REFUND OF SECURITY DEPOSIT | 246-00-000-22540-00000 | 319.00 |
| 227182 | 12/18/2019 | BURRO CANYON | RANGE FEES FOR SWAT RANGE | 100-30-310-51100-00000 | 100.00 |
| 227183 | 12/18/2019 | CACEO | PROFESSIONAL MEMBERSHIP | 100-40-460-53200-00000 | 95.00 |
| 227183 | 12/18/2019 | CACEO | PROFESSIONAL MEMBERSHIP | 100-40-460-53200-00000 | 95.00 |
| 227183 | 12/18/2019 | CACEO | PROFESSIONAL MEMBERSHIP | 100-40-460-53200-00000 | 95.00 |
| 227183 | 12/18/2019 | CACEO | PROFESSIONAL MEMBERSHIP | 100-40-460-53200-00000 | 95.00 |
| 227184 | 12/18/2019 | CALIFORNIA CHOICE ENERGY AUTHORITY | PROFESSIONAL SPECIALIZED LEGAL SERVICES | 200-40-405-51101-15756 | 16000.00 |
| 227185 | 12/18/2019 | CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILL | REGISTRATION FEE FOR GRANT WRITING CERTIFICATE | 100-60-640-53350-00000 | 300.00 |
| 227185 | 12/18/2019 | CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILL | REGISTRATION FEE FOR GRANT WRITING CERTIFICATE | 501-60-000-22329-00000 | 273.00 |
| 227186 | 12/18/2019 | CAROL PSAUTE | REFUND FOR SWIM LESSONS REGISTRATION | 100-60-000-42600-00000 | 75.00 |
| 227187 | 12/18/2019 | CLAUDIA GALVEZ | REFUND OF FACILITY RESERVATION | 501-60-000-22333-00000 | 500.00 |
| 227188 | 12/18/2019 | COUNTY OF LOS ANGELES | UA-SAN GABRIEL RIVER -PROJECT NUMBER M1922010 | 245-50-520-58100-15538 | 1500.42 |
| 227189 | 12/18/2019 | CRISTINA GONZALEZ | REFUND OF FACILITY RESERVATION DEPOSIT | 501-60-000-22333-00000 | 500.00 |
| 227190 | 12/18/2019 | DEPARTMENT OF JUSTICE | FINGERPRINTING SERVICES | 100-10-150-51100-00000 | 107.00 |
| 227190 | 12/18/2019 | DEPARTMENT OF JUSTICE | FINGERPRINTING SERVICES | 100-10-150-51101-00000 | 187.00 |
| 227191 | 12/18/2019 | ED BUTTS FORD | TENSIONER REPAIR | 402-50-591-53371-00000 | 84.85 |
| 227192 | 12/18/2019 | ELEPHANT PROPERTY INVESTMENT LLC | REFUND OF CASH BOND MADE | 501-50-000-22530-00000 | 4400.00 |
| 227193 | 12/18/2019 | EXPERIAN | CSMFO ANNUAL DUES | 220-40-420-51101-14700 | 63.96 |
| 227193 | 12/18/2019 | EXPERIAN | CSMFO ANNUAL DUES | 901-40-410-51101-14310 | 63.96 |
| 227194 | 12/18/2019 | FLOR PATRON | REFUND OF FACILITY RESERVATION DEPOSIT | 501-60-000-22333-00000 | 100.00 |
| 227195 | 12/18/2019 | GATEWAY WATER MANAGEMENT AUTHORITY | HARBOR TOXIC UPSTREAM MONITORING PROGRAM | 249-50-510-51100-15400 | 44.50 |
| 227196 | 12/18/2019 | GOGOVAPPS, INC | SIX MONTH SUBSCRIPTION | 100-40-460-51100-00000 | 4500.00 |
| 227197 | 12/18/2019 | I COLOR PRINTING | PRINTING SERVICES FOR THE VETERAN'S DAY CEREMONY | 100-60-610-53320-00000 | 57.00 |
| 227197 | 12/18/2019 | I COLOR PRINTING | PRINTING SERVICES FOR THE VETERAN'S DAY CEREMONY | 100-60-610-53320-16149 | 600.00 |
| 227198 | 12/18/2019 | INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATIO | IMSA RENEWAL MEMBERSHIP | 240-50-550-53330-15705 | 100.00 |
| 227199 | 12/18/2019 | IRON MOUNTAIN | STORAGE PERIOD 11/1/2019-11/30/2019 | 901-40-410-51101-14310 | 830.28 |
| 227200 | 12/18/2019 | IRWINDALE INDUSTRIAL CLINIC | NEW EMPLOYEE PHYSICAL EXAMS | 100-10-150-51101-00000 | 1830.00 |
| 227201 | 12/18/2019 | ISABEL MORALES | REFUND OF FACILITY RESERVATION DEPOSIT | 501-60-000-22333-00000 | 100.00 |
| 227202 | 12/18/2019 | JC'S PLUMBING & BACKFLOW SVC | PLUMBING REPAIRS | 100-60-620-53371-00000 | 1016.44 |

| Payment Number | Payment Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| 227203 | 12/18/2019 | JP ENGINE INC | MAINTENANCE ON UNIT #3137 | 402-50-591-53371-00000 | 1971.00 |
| 227204 | 12/18/2019 | KALICO OFFICE FURNITURE | GUEST CHAIRS | 100-50-500-53100-00000 | 481.38 |
| 227205 | 12/18/2019 | MANAGED HEALTH NETWORK | EMPLOYEE ASSISTANCE PROGRAM | 100-10-150-51100-00000 | 355.20 |
| 227206 | 12/18/2019 | MARIA SILVA | REFUND OF FACILITY RESERVATION DEPOSIT | 501-60-000-22333-00000 | 100.00 |
| 227207 | 12/18/2019 | MARINA MEDINA | REFUND OF FACILITY RESERVATION DEPOSIT | 501-60-000-22333-00000 | 150.00 |
| 227208 | 12/18/2019 | MERCURY FENCE CO. | PAYMENT OF REPAIRS MADE TO BARNES PARK FENCE | 252-60-620-53371-00000 | 240.00 |
| 227209 | 12/18/2019 | MONTY'S ELECTRIC, INC. | PAYMENT OF ELECTRICAL REPAIRS AT HILDA SOLIS PARK | 100-60-620-53371-00000 | 381.00 |
| 227209 | 12/18/2019 | MONTY'S ELECTRIC, INC. | PAYMENT OF ELECTRICAL REPAIRS AT HILDA SOLIS PARK | 252-60-620-53371-00000 | 381.00 |
| 227210 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | MATERIALS & SUPPLIES | 100-60-620-53100-00000 | 9.84 |
| 227210 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | MATERIALS & SUPPLIES | 252-60-620-53100-00000 | 9.84 |
| 227210 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | MATERIAL AND SUPPLIES | 254-50-571-53100-15510 | 68.84 |
| 227210 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | MATERIAL AND SUPPLIES | 254-50-571-53100-15510 | 19.38 |
| 227210 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | MATERIAL AND SUPPLIES | 254-50-571-53100-15510 | 11.59 |
| 227211 | 12/18/2019 | PREMIERE FUELING SERVICES INC | MONTHLY DESIGNATED OPERATOR INSPECTION | 402-50-590-53110-16140 | 200.00 |
| 227212 | 12/18/2019 | PRIME POWER EQUIPMENT | PURCHASE OF SMALL EQUIPMENT FOR THE LANDSCAPE | 254-50-560-53390-00000 | 783.65 |
| 227213 | 12/18/2019 | PROPERTYRADAR INC | THOMSON REUTERS-WEST | 100-40-460-51101-00000 | 744.80 |
| 227214 | 12/18/2019 | ROYAL INDUSTRIAL ELECTRIC | MATERIALS & SUPPLIES PURCHASED | 100-60-620-53100-00000 | 141.26 |
| 227214 | 12/18/2019 | ROYAL INDUSTRIAL ELECTRIC | MATERIALS & SUPPLIES PURCHASED | 100-60-620-53100-00000 | 113.15 |
| 227214 | 12/18/2019 | ROYAL INDUSTRIAL ELECTRIC | MATERIALS & SUPPLIES PURCHASED | 252-60-620-53100-00000 | 4.32 |
| 227214 | 12/18/2019 | ROYAL INDUSTRIAL ELECTRIC | MATERIALS AND SUPPLIES | 252-60-620-53100-00000 | 123.52 |
| 227214 | 12/18/2019 | ROYAL INDUSTRIAL ELECTRIC | MATERIALS AND SUPPLIES | 252-60-620-53100-00000 | 59.94 |
| 227214 | 12/18/2019 | ROYAL INDUSTRIAL ELECTRIC | MATERIALS AND SUPPLIES | 252-60-620-53100-00000 | 66.63 |
| 227215 | 12/18/2019 | SYLVIA SANCHEZ | REFUND OF FACILITY RESERVATION DEPOSIT | 501-60-000-22333-00000 | 300.00 |
| 227216 | 12/18/2019 | TERMINIX INTERNATIONAL | PROFESSIOANL SERVICES RENDRED | 905-40-410-53371-14621 | 83.00 |
| 227217 | 12/18/2019 | THE SHREDDERS | N-64 GAL BIN(S) SERVICE | 100-10-150-53100-00000 | 33.50 |
| 227217 | 12/18/2019 | THE SHREDDERS | N-64 GAL BIN(S) SERVICE | 901-40-410-51101-14310 | 96.50 |
| 227218 | 12/18/2019 | THYSSENKRUPP ELEVATOR CORP | ELEVATOR MAINTENANCE | 100-60-620-53371-00000 | 91.26 |
| 227218 | 12/18/2019 | THYSSENKRUPP ELEVATOR CORP | ELEVATOR MAINTENANCE | 100-60-620-53371-00000 | 598.92 |
| 227218 | 12/18/2019 | THYSSENKRUPP ELEVATOR CORP | ELEVATOR MAINTENANCE | 252-60-620-53371-00000 | 690.18 |
| 227219 | 12/18/2019 | WRIPMA-HR | EVENT REGISTRATION | 100-10-150-53200-00000 | 349.00 |
| 227219 | 12/18/2019 | WRIPMA-HR | EVENT REGISTRATION | 100-10-150-53200-00000 | 349.00 |
| 227219 | 12/18/2019 | WRIPMA-HR | EVENT REGISTRATION | 100-10-150-53200-00000 | 349.00 |
| 227219 | 12/18/2019 | WRIPMA-HR | EVENT REGISTRATION | 100-10-150-53200-00000 | 425.00 |
| 227220 | 12/18/2019 | AAE INCORPORATED | BLDG & SAFETY PLAN CHECK FOR NOV 2019 | 100-40-450-51100-00000 | 4167.39 |
| 227220 | 12/18/2019 | AAE INCORPORATED | SAN GABRIEL RIVER BIKEWAY PROJECT | 243-50-520-58100-15538 | 199.56 |
| 227220 | 12/18/2019 | AAE INCORPORATED | SERVICES FOR CAPITAL IMPROVEMENT PROJECTS | 254-50-520-58100-14120 | 4484.24 |
| 227220 | 12/18/2019 | AAE INCORPORATED | TRAFFIC SIGNAL IMPROVEMENT AT MAINE AVE AND | 254-50-520-58100-15698 | 2550.00 |
| 227220 | 12/18/2019 | AAE INCORPORATED | SB1 STREET IMPROVEMENTS AND REHABILITATION | 256-50-520-58100-15099 | 8925.00 |
| 227221 | 12/18/2019 | ADMIN SURE INC. | GENERAL & AUTO LIABILITY CLAIMS ADMIN/WORKER'S COM | 403-10-160-54100-00000 | 1081.28 |
| 227221 | 12/18/2019 | ADMIN SURE INC. | GENERAL & AUTO LIABILITY CLAIMS ADMIN/WORKER'S COM | 403-10-160-54100-00000 | 6915.00 |
| 227222 | 12/18/2019 | ALL CITY MANAGEMENT SERVICES, INC | CROSSING GUARD SERVICES | 100-30-390-51100-13200 | 12696.00 |
| 227222 | 12/18/2019 | ALL CITY MANAGEMENT SERVICES, INC | CROSSING GUARD SERVICES | 100-30-390-51100-13200 | 12696.00 |
| 227223 | 12/18/2019 | BUSINESS CARD | PURCHASED METROLINK TICKET | 100-10-110-53350-00000 | 10.50 |
| 227223 | 12/18/2019 | BUSINESS CARD | REGISTERED FOR THE LEAGUE OF CA CITIES | 100-10-110-53350-00000 | 25.00 |
| 227224 | 12/18/2019 | BUSINESS CARD | ICLOUD STORAGE MONTHLY FEE | 401-10-140-53390-00000 | 0.99 |
| 227224 | 12/18/2019 | BUSINESS CARD | KONICA OEM DRUM | 401-10-140-53390-00000 | 81.05 |
| 227224 | 12/18/2019 | BUSINESS CARD | KONICA OEM DRUM | 401-10-140-53390-00000 | 32.59 |
| 227225 | 12/18/2019 | BUSINESS CARD | PAYMENT OF PRINTING SERVICES | 100-60-610-53320-16105 | 500.00 |
| 227225 | 12/18/2019 | BUSINESS CARD | PURCHASE PARTS FOR SR CTR STOVE | 100-60-620-53100-00000 | 32.50 |
| 227225 | 12/18/2019 | BUSINESS CARD | SUPPLIES PURCHASED FOR THE STOVE @ SR CTR | 100-60-620-53100-00000 | 148.05 |
| 227225 | 12/18/2019 | BUSINESS CARD | NETFLIX MONTHLY FEE @ SR CENTER | 100-60-630-53330-00000 | 3.25 |
| 227225 | 12/18/2019 | BUSINESS CARD | NETFLIX MONTHLY FEE @TEEN CTR | 100-60-660-53330-00000 | 3.24 |
| 227225 | 12/18/2019 | BUSINESS CARD | NETFLIX MONTHLY FEE @ BARNES PARK | 100-60-670-53330-15100 | 3.25 |

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|---|---|---|---|---|---|
| 227225 | 12/18/2019 | BUSINESS CARD | PRINTING SERVICES | 100-60-680-53320-00000 | 105.36 |
| 227225 | 12/18/2019 | BUSINESS CARD | NETFLIX MONTHLY FEE @ ARC | 100-60-680-53330-00000 | 3.25 |
| 227225 | 12/18/2019 | BUSINESS CARD | RENTAL A CAR | 210-60-610-53391-16148 | 133.30 |
| 227225 | 12/18/2019 | BUSINESS CARD | PURCHASE OF KEYBOARD AND FOLIO CASES | 501-60-000-22328-00000 | 792.74 |
| 227225 | 12/18/2019 | BUSINESS CARD | PAYMENT OF PRINTING SERVICES | 501-60-000-22328-00000 | 199.65 |
| 227226 | 12/18/2019 | CINTAS FIRST AID & SAFETY | FIRST AID SUPPLIES | 402-50-590-53100-00000 | 93.91 |
| 227227 | 12/18/2019 | DAPEER, ROSENBLIT & | PROFESSIONAL SPECIALIZED LEGAL SERVICES | 100-40-131-51102-14130 | 284.03 |
| 227227 | 12/18/2019 | DAPEER, ROSENBLIT & | PROFESSIONAL SPECIALIZED LEGAL SERVICES | 100-40-131-51102-14130 | 62.50 |
| 227227 | 12/18/2019 | DAPEER, ROSENBLIT & | PROFESSIONAL SPECIALIZED LEGAL SERVICES | 100-40-131-51102-14130 | 827.90 |
| 227228 | 12/18/2019 | DE LAGE LANDEN | LEASE & MAINTENANCE PAYMENTS FOR SHARP | 401-10-141-53371-11504 | 135.30 |
| 227228 | 12/18/2019 | DE LAGE LANDEN | LEASE & MAINTENANCE PAYMENTS FOR SHARP | 401-10-141-58140-11504 | 247.40 |
| 227229 | 12/18/2019 | ELIZALDE'S CHARTER INC | TRANSPORTATION SERVICES FOR LAUGHLIN SENIOR | 501-60-000-22327-00000 | 5224.00 |
| 227230 | 12/18/2019 | ENTERPRISE FM TRUST | FLEET LEASING PROGRAM OF CITYWIDE VEHICLES | 231-50-590-58140-15727 | 9138.61 |
| 227231 | 12/18/2019 | EWING IRRIGATION, INC. | IRRIGATION SUPPLIES | 251-50-562-53100-00000 | 138.85 |
| 227231 | 12/18/2019 | EWING IRRIGATION, INC. | IRRIGATION SUPPLIES | 251-50-562-53100-00000 | 335.50 |
| 227232 | 12/18/2019 | FRONTIER COMMUNICATIONS | INTERNET SERV @ FAMILY SERV CTR | 401-10-141-53403-11506 | 74.98 |
| 227233 | 12/18/2019 | FRONTIER COMMUNICATIONS | TELEPHONE USAGE - LOCAL CALLS | 401-10-141-53403-11506 | 1652.01 |
| 227234 | 12/18/2019 | GREENFIELDS OUTDOOR FITNESS | REPLACEMENT PARTS FOR BARNES PARK PLAYGROUND | 100-60-620-53100-00000 | 1675.35 |
| 227234 | 12/18/2019 | GREENFIELDS OUTDOOR FITNESS | REPLACEMENT PARTS FOR BARNES PARK PLAYGROUND | 252-60-620-53100-00000 | 1675.35 |
| 227235 | 12/18/2019 | GRIMCO INC | SUPPLIES FOR TRAFFIC PRINTER | 245-50-550-53100-15622 | 312.70 |
| 227236 | 12/18/2019 | HOME DEPOT | KITCHEN RANGE AND VARIOUS ITEMS | 905-40-410-53100-14305 | 43.57 |
| 227236 | 12/18/2019 | HOME DEPOT | KITCHEN RANGE AND VARIOUS ITEMS | 905-40-410-53100-14305 | -49.26 |
| 227236 | 12/18/2019 | HOME DEPOT | KITCHEN RANGE AND VARIOUS ITEMS | 905-40-410-53100-14305 | 133.24 |
| 227236 | 12/18/2019 | HOME DEPOT | KITCHEN RANGE AND VARIOUS ITEMS | 905-40-410-53100-14305 | 40.45 |
| 227236 | 12/18/2019 | HOME DEPOT | KITCHEN RANGE AND VARIOUS ITEMS | 905-40-410-53100-14305 | 6.55 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 251-50-560-53100-00000 | 176.16 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 169.55 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 38.29 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 109.25 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 61.21 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 251-50-560-53100-00000 | 288.92 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 620.11 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 70.67 |
| 227237 | 12/18/2019 | HOME DEPOT | SPECIALIZED SPRAY PAINTS | 254-50-570-53100-14885 | 424.92 |
| 227237 | 12/18/2019 | HOME DEPOT | SPECIALIZED SPRAY PAINTS | 254-50-570-53100-14885 | 121.93 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-551-53100-15705 | 237.64 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 132.12 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 10.29 |
| 227237 | 12/18/2019 | HOME DEPOT | MISCELLANEOUS SUPPLIES | 240-50-550-53100-15705 | 25.68 |
| 227238 | 12/18/2019 | J.G. TUCKER & SONS | SAFETY SUPPLIES | 245-50-570-53100-14885 | 209.48 |
| 227238 | 12/18/2019 | J.G. TUCKER & SONS | SAFETY SUPPLIES | 251-50-571-53100-00000 | 322.15 |
| 227239 | 12/18/2019 | JUST REWARDS | GIFT CARDS FOR EMPLOYEE TRANSPORTATION | 231-50-540-53120-00000 | 345.50 |
| 227240 | 12/18/2019 | MARSAN TURF & IRRIGATION, INC. | IRRIGATION SUPPLIES | 251-50-562-53100-00000 | 1298.90 |
| 227241 | 12/18/2019 | MASCARI FAMILY LLC | 2019 FOOD BASKET PROGRAM | 100-60-640-53100-16106 | 698.00 |
| 227242 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | SMALL TOOLS, MISCELLANEOUS HARDWARE | 245-50-550-53100-15622 | 79.56 |
| 227242 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | SMALL TOOLS, MISCELLANEOUS HARDWARE | 245-50-550-53100-15622 | 157.55 |
| 227242 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | SMALL TOOLS, MISCELLANEOUS HARDWARE | 245-50-550-53100-15622 | 4.26 |
| 227242 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | SMALL TOOLS, MISCELLANEOUS HARDWARE | 245-50-550-53100-15622 | 25.13 |
| 227242 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | SMALL TOOLS, MISCELLANEOUS HARDWARE | 245-50-550-53100-15622 | 7.64 |
| 227242 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | SMALL TOOLS, MISCELLANEOUS HARDWARE | 245-50-550-53100-15622 | 19.75 |
| 227242 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | SMALL TOOLS, MISCELLANEOUS HARDWARE | 245-50-550-53100-15622 | 38.30 |
| 227242 | 12/18/2019 | NICHOLS LUMBER & HARDWARE | SMALL TOOLS, MISCELLANEOUS HARDWARE AND | 251-50-560-53100-00000 | 215.40 |
| 227243 | 12/18/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 22.36 |

| Payment Number | Payment Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| 227243 | 12/18/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 75.17 |
| 227243 | 12/18/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 143.28 |
| 227243 | 12/18/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 98.54 |
| 227243 | 12/18/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 116.07 |
| 227243 | 12/18/2019 | O'REILLY AUTO PARTS | SUPPLIES FOR VEHICLES | 402-50-590-53100-00000 | 48.04 |
| 227243 | 12/18/2019 | O'REILLY AUTO PARTS | MISC PARTS | 402-50-590-53100-00000 | -143.28 |
| 227244 | 12/18/2019 | PACIFIC PRODUCTS & SERVICES | MATERIALS AND SUPPLIES | 254-50-550-53100-15622 | 79.97 |
| 227245 | 12/18/2019 | PRIME POWER EQUIPMENT | REPAIRS OF SMALL POWER TOOLS | 251-50-571-51101-00000 | 49.51 |
| 227245 | 12/18/2019 | PRIME POWER EQUIPMENT | REPAIRS OF SMALL POWER TOOLS | 251-50-571-51101-00000 | 82.99 |
| 227246 | 12/18/2019 | RICOH USA INC | 8 RICOH COPIERS | 401-10-141-51101-11502 | 221.89 |
| 227246 | 12/18/2019 | RICOH USA INC | 8 RICOH COPIERS | 401-10-141-53371-11504 | 1204.62 |
| 227247 | 12/18/2019 | SAN GABRIEL VALLEY WATER | WATER COST | 252-60-620-53402-00000 | 2187.44 |
| 227247 | 12/18/2019 | SAN GABRIEL VALLEY WATER | WATER COST | 251-50-560-53402-00000 | 1503.63 |
| 227247 | 12/18/2019 | SAN GABRIEL VALLEY WATER | WATER COST | 100-60-620-53402-00000 | 482.58 |
| 227248 | 12/18/2019 | SHI INTERNATIONAL CORP | PRINTER AND TONER CARTRIDGE | 401-10-140-53390-00000 | 369.18 |
| 227249 | 12/18/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 54.43 |
| 227249 | 12/18/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 100-60-620-53401-00000 | 1051.31 |
| 227249 | 12/18/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 48.69 |
| 227249 | 12/18/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 83.22 |
| 227249 | 12/18/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 49.85 |
| 227250 | 12/18/2019 | STANLEY CONVERGENT SECURITY SOLUTIONS | MAINTENANCE AND REPAIRS FOR CITY HALL | 100-60-620-53371-00000 | 2979.50 |
| 227250 | 12/18/2019 | STANLEY CONVERGENT SECURITY SOLUTIONS | MAINTENANCE AND REPAIRS FOR CITY HALL | 100-60-620-53371-00000 | 2979.50 |
| 227250 | 12/18/2019 | STANLEY CONVERGENT SECURITY SOLUTIONS | MAINTENANCE AND REPAIRS FOR CITY HALL | 100-60-620-53371-00000 | 1541.00 |
| 227250 | 12/18/2019 | STANLEY CONVERGENT SECURITY SOLUTIONS | MAINTENANCE AND REPAIRS | 100-60-620-53371-00000 | 1438.50 |
| 227250 | 12/18/2019 | STANLEY CONVERGENT SECURITY SOLUTIONS | MAINTENANCE AND REPAIRS | 100-60-620-53371-00000 | 334.02 |
| 227250 | 12/18/2019 | STANLEY CONVERGENT SECURITY SOLUTIONS | MAINTENANCE AND REPAIRS | 100-60-620-53371-00000 | 125.00 |
| 227251 | 12/18/2019 | SUNBELT RENTALS | RENTAL EQUIPMENT FOR DOWNTOWN STREET | 501-60-000-22328-16101 | 107.74 |
| 227251 | 12/18/2019 | SUNBELT RENTALS | RENTAL EQUIPMENT FOR DOWNTOWN STREET | 501-60-000-22328-16101 | 2240.61 |
| 227251 | 12/18/2019 | SUNBELT RENTALS | RENTAL EQUIPMENT FOR DOWNTOWN STREET | 501-60-000-22328-16101 | 2231.75 |
| 227252 | 12/18/2019 | SUPERIOR PAVEMENT MARKINGS | LINE STRIPING THROUGHOUT THE CITY | 240-50-550-51100-15705 | 7859.02 |
| 227253 | 12/18/2019 | SWEDLOWS DISTRIBUTORS | REPLACEMENT OF PARTITIONS, CIP20-156 | 234-60-620-58100-16191 | 9063.00 |
| 227254 | 12/18/2019 | SWRCB | ANNUAL PERMIT FEES FOR WASTE DISCHARGE | 249-50-510-51100-15400 | 14073.00 |
| 227255 | 12/18/2019 | TARGET SPECIALTY PRODUCTS | HERBICIDES AND FERTILIZERS | 251-50-560-53100-00000 | 276.00 |
| 227255 | 12/18/2019 | TARGET SPECIALTY PRODUCTS | HERBICIDES AND FERTILIZERS | 251-50-560-53100-00000 | 582.67 |
| 227255 | 12/18/2019 | TARGET SPECIALTY PRODUCTS | HERBICIDES AND FERTILIZERS | 251-50-560-53100-00000 | 769.41 |
| 227255 | 12/18/2019 | TARGET SPECIALTY PRODUCTS | HERBICIDES AND FERTILIZERS | 251-50-560-53100-00000 | 834.64 |
| 227256 | 12/18/2019 | TERRA REALTY ADVISORS INC | BILLBOARD COMPREHENSIVE ASSESSMENT | 100-40-405-51100-00000 | 10143.62 |
| 227256 | 12/18/2019 | TERRA REALTY ADVISORS INC | BILLBOARD COMPREHENSIVE ASSESSMENT | 100-40-405-51100-00000 | 7009.88 |
| 227256 | 12/18/2019 | TERRA REALTY ADVISORS INC | BILLBOARD COMPREHENSIVE ASSESSMENT | 100-40-405-51100-00000 | 2506.14 |
| 227256 | 12/18/2019 | TERRA REALTY ADVISORS INC | BILLBOARD COMPREHENSIVE ASSESSMENT | 100-40-405-51100-00000 | 127.99 |
| 227256 | 12/18/2019 | TERRA REALTY ADVISORS INC | BILLBOARD COMPREHENSIVE ASSESSMENT | 100-40-405-51100-00000 | 127.99 |
| 227256 | 12/18/2019 | TERRA REALTY ADVISORS INC | BILLBOARD COMPREHENSIVE ASSESSMENT | 100-40-405-51100-00000 | 178.65 |
| 227256 | 12/18/2019 | TERRA REALTY ADVISORS INC | BILLBOARD COMPREHENSIVE ASSESSMENT | 100-40-405-51100-00000 | 251.98 |
| 227257 | 12/18/2019 | THE GAS COMPANY | GAS COST | 100-60-620-53400-00000 | 48.87 |
| 227258 | 12/18/2019 | TYLER BUSINESS FORMS | TAX FORMS | 401-10-140-51101-00000 | 773.09 |
| 227259 | 12/18/2019 | UNITED PUMPING SERVICE INC | DOCUMENTATION AND DISPOSAL OF HAZARDOUS | 240-50-551-51100-15705 | 1642.50 |
| 227260 | 12/18/2019 | VALLEY COUNTY WATER DIST | WATER COST | 252-60-620-53402-00000 | 2969.57 |
| 227260 | 12/18/2019 | VALLEY COUNTY WATER DIST | WATER SERV 10/21-11/21/19 | 905-40-410-53402-14305 | 582.57 |
| 227260 | 12/18/2019 | VALLEY COUNTY WATER DIST | WATER COST | 251-50-560-53402-00000 | 6468.86 |
| 227260 | 12/18/2019 | VALLEY COUNTY WATER DIST | WATER COST | 100-60-620-53402-00000 | 2356.74 |
| 227260 | 12/18/2019 | VALLEY COUNTY WATER DIST | WATER COST | 254-60-620-53402-15882 | 462.46 |
| 227261 | 12/18/2019 | VERIZON WIRELESS | SERVICE FOR CELL PHONES AND TABLETS | 240-50-550-53403-15705 | 1466.56 |
| 227262 | 12/18/2019 | WELLS FARGO FINANCIAL LEASING | COPIER | 401-10-141-58140-11502 | 1750.26 |

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|---|---|---|---|---|---|
| 227263 | 12/18/2019 | WEST COAST ARBORISTS, INC | MUNICIPAL TREE TRIMS | 251-50-561-51100-00000 | 958.20 |
| 227263 | 12/18/2019 | WEST COAST ARBORISTS, INC | MUNICIPAL TREE TRIMS | 251-50-561-51100-00000 | 1276.00 |
| 227264 | 12/18/2019 | Y-TIRE SALES | TIRES FOR VEHICLES | 402-50-591-53100-00000 | 412.03 |
| 227265 | 12/18/2019 | ZUMAR INDUSTRIES INC. | TRAFFIC CONTROL SIGN, WARNING AND REGULATORY | 254-50-550-53100-15622 | 2499.41 |
| 227266 | 12/19/2019 | ANA VALDIVIA | DEDUCTION | 100-00-000-21225-00000 | 346.15 |
| 227267 | 12/19/2019 | LYNDA C SALAS | DEDUCTION | 100-00-000-21225-00000 | 450.00 |
| 227268 | 12/19/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 374.76 |
| 227269 | 12/19/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 309.69 |
| 227270 | 12/19/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 617.08 |
| 227271 | 12/19/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 113.07 |
| 227272 | 12/19/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 268.61 |
| 227273 | 12/19/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 382.15 |
| 227274 | 12/19/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 660.00 |
| 227275 | 12/19/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 1312.15 |
| 227276 | 12/19/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 131.53 |
| 227277 | 12/19/2019 | STATE DISBURSEMENT | DEDUCTION | 100-00-000-21225-00000 | 523.38 |
| 227278 | 12/19/2019 | TYLER TECHNOLOGIES INC | SOFTWARE SUPPORT TO MAINT ENERGOV FY 19/2020 | 235-40-440-51101-14060 | 21708.92 |
| 227279 | 12/19/2019 | CALIFORNIA CONSULTING, INC. | GRANT WRITING SERVICES - NOV. 2019 | 234-60-610-51100-00000 | 1750.00 |
| 227279 | 12/19/2019 | CALIFORNIA CONSULTING, INC. | GRANT WRITING SERVICES - NOV. 2019 | 890-40-405-51100-00000 | 1750.00 |
| 227279 | 12/19/2019 | CALIFORNIA CONSULTING, INC. | GRANT WRITING SERVICES -OCT 2019 | 234-60-610-51100-00000 | 1750.00 |
| 227279 | 12/19/2019 | CALIFORNIA CONSULTING, INC. | GRANT WRITING SERVICES -OCT 2019 | 890-40-405-51100-00000 | 1750.00 |
| 227280 | 12/19/2019 | CSMFO | GOVERNMENT FULL CONFERENCE REGISTRATION | 100-20-210-53350-00000 | 425.00 |
| 227281 | 12/19/2019 | RICHARDS, WATSON & GERSHON | LEGAL FEE FOR J. ADAMS & OTHERS- JUNE 2019 | 100-30-131-51102-11105 | 1311.15 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-10-130-51102-11060 | 569.40 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-10-130-51102-11102 | 8716.20 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-10-130-51102-11103 | 569.40 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-10-130-51102-11105 | 419.17 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-10-130-51102-11105 | 3175.50 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-20-130-51102-12002 | 131.40 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-30-130-51102-13405 | 262.80 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-40-130-51102-14070 | 2365.20 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-40-130-51102-14070 | 275.00 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-40-130-51102-14200 | 825.00 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-40-130-51102-14200 | 12285.90 |
| 227282 | 12/19/2019 | TAFOYA AND GARCIA, LLP | PROFESSIONAL SERVICES FOR CITY OF BALDWIN PARK | 100-50-130-51102-15080 | 109.50 |
| 227284 | 12/31/2019 | BUSINESS CARD | PURCHASE PRIME ACCOUNT | 100-30-310-53100-00000 | 14.22 |
| 227284 | 12/31/2019 | BUSINESS CARD | COLORED COPIES OF ACTIVE SHOOTER TRNG FLYER | 100-30-310-53100-00000 | 104.29 |
| 227285 | 12/31/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 38008.24 |
| 227285 | 12/31/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 254-60-620-53401-15882 | 2963.67 |
| 227285 | 12/31/2019 | SOUTHERN CALIFORNIA EDISON | ENERGY COST | 251-50-530-53401-00000 | 25.81 |
| 227286 | 12/31/2019 | ACCESS CONTROL SECURITY INC. | SECURITY GUARD SERVICES | 501-60-000-22328-00000 | 540.00 |
| 227286 | 12/31/2019 | ACCESS CONTROL SECURITY INC. | SECURITY GUARD SERVICES | 501-60-000-22328-00000 | 324.00 |
| 227286 | 12/31/2019 | ACCESS CONTROL SECURITY INC. | SECURITY GUARD SERVICES | 501-60-000-22328-00000 | 648.00 |
| 227287 | 12/31/2019 | ACTION DESIGNZ LLC | HOLIDAY STAFF SHIRTS | 501-60-000-22328-00000 | 236.52 |
| 227288 | 12/31/2019 | AIRGAS WEST | PAYMENT OF RENTAL FEES OF HELIUM TANKS | 100-60-610-53100-00000 | 20.53 |
| 227288 | 12/31/2019 | AIRGAS WEST | PAYMENT OF RENTAL FEES OF HELIUM TANKS | 100-60-630-53100-00000 | 20.54 |
| 227289 | 12/31/2019 | ANTONIO ESPINOZA | REFUND OF SECURITY DEPOSIT | 246-00-000-22540-00000 | 250.00 |
| 227290 | 12/31/2019 | AZUSA PLUMBING SUPPLY | PLUMBING SUPPLIES | 100-60-620-53100-00000 | 61.25 |
| 227290 | 12/31/2019 | AZUSA PLUMBING SUPPLY | PLUMBING SUPPLIES | 252-60-620-53100-00000 | 31.83 |
| 227290 | 12/31/2019 | AZUSA PLUMBING SUPPLY | PLUMBING SUPPLIES | 252-60-620-53100-00000 | 29.42 |
| 227291 | 12/31/2019 | BLUE SEAL DRAPERY & BLINDS | PAYMENT OF GRAY SHEEN MINI BLINDS | 100-60-620-53371-00000 | 231.78 |
| 227292 | 12/31/2019 | BOWU CHEN | REFUND OF ENGINEERING PERMIT ISSUED | 100-50-000-42500-00000 | 1075.00 |
| 227292 | 12/31/2019 | BOWU CHEN | REFUND OF ENGINEERING PERMIT ISSUED | 100-50-000-42510-00000 | 500.00 |

| Payment Number | Payment Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| 227293 | 12/31/2019 | BSN SPORTS | PURCHASE OF SUPPLIES | 100-60-610-53100-00000 | 702.81 |
| 227294 | 12/31/2019 | BUSINESS CARD | FACEBOOK BOOST | 210-60-610-51100-16148 | 63.38 |
| 227294 | 12/31/2019 | BUSINESS CARD | FINANCE CHARGES | 501-60-000-22328-00000 | 6.95 |
| 227295 | 12/31/2019 | CELL BUSINESS EQUIPMENT | MAINTENANCE FOR CANNON COPIERS | 401-10-141-53371-11504 | 168.63 |
| 227296 | 12/31/2019 | CHARLES PANKOW BUILDER LTD | REFUND OF SECURITY DEPOSIT | 246-00-000-22540-00000 | 15000.00 |
| 227297 | 12/31/2019 | DANIEL NGUYEN | PAYMENT OF CONTRACT SERVICES | 501-60-000-22328-00000 | 180.00 |
| 227298 | 12/31/2019 | EZEQUIEL CONTRERAS | PAYMENT OF CONTRACT SERVICES | 501-60-000-22328-00000 | 1534.00 |
| 227299 | 12/31/2019 | GABRIEL VIVEROS | REIMBURSEMENT OF FACILITY RENTAL DEPOSIT | 501-60-000-22333-00000 | 100.00 |
| 227300 | 12/31/2019 | GOVERNMENT FINANCE OFFICERS ASSOCIATION | CAFR 2018 GFOA REVIEW | 100-20-210-53330-00000 | 505.00 |
| 227301 | 12/31/2019 | HONEYCOTT., INC | COLONY OF HONEYBEES | 251-50-560-51100-00000 | 435.00 |
| 227302 | 12/31/2019 | KALICO OFFICE FURNITURE | TREE LIGHTING CEREMONY | 100-60-620-53100-00000 | 1088.01 |
| 227303 | 12/31/2019 | LLUVIA K CARDENAS | INTERPRETATION FOR COUNCIL MEETING ON 12/4/2019 | 100-10-110-51101-00000 | 200.00 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-10-130-51102-11060 | 1357.80 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-10-130-51102-11102 | 7051.80 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-10-130-51102-11102 | 825.00 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-10-130-51102-11103 | 1401.60 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-10-130-51102-11105 | 1051.20 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-10-130-51102-11105 | 548.17 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-30-130-51102-13405 | 2146.20 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-40-130-51102-14070 | 412.50 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-40-130-51102-14070 | 6942.30 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-40-130-51102-14200 | 12614.40 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-50-130-51102-15080 | 284.70 |
| 227304 | 12/31/2019 | TAFOYA LAW GROUP, APC | PROF SERVICES FOR SEPT 2019 | 100-60-130-51102-16175 | 197.10 |
| 227305 | 12/31/2019 | BROWNSTEIN HYATT FARBER | PROF SERVICES FOR THE MONTH OF OCT 2019 | 100-10-131-51103-14103 | 20044.40 |
| 227305 | 12/31/2019 | BROWNSTEIN HYATT FARBER | PROF SERVICES FOR THE MONTH OF NOV 2019 | 100-10-131-51103-14103 | 29366.29 |

**Grand Total: $ 1,741,101.55**

ITEM NO. 2

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Rose Tam, Director of Finance

**DATE:** January 15, 2020

**SUBJECT:** Treasurer's Report – November 2019

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## SUMMARY

Attached is the Treasurer's Report for the month of November 2019. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

## RECOMMENDATION

Staff recommends that Council receive and file the Treasurer's Report for November 2019.

## FISCAL IMPACT

None

## BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer's Report be submitted to the Mayor and City Council on a monthly basis.

## LEGAL REVIEW

Not Applicable

## ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
11/30/2019

| INVESTMENT DESCRIPTION | INTEREST RATE | PURCHASE DATE | MATURITY DATE | PAR VALUE | CURRENT PRINCIPAL | BOOK VALUE | ESTIMATED MARKET VALUE |
|---|---|---|---|---|---|---|---|
| **State of California Local Agency Investment Fund (LAIF)** | | | | | | | |
| City-including General Fund & all other Special Revenue Funds | 2.10% | Varies | Varies | $ 28,492,507.97 | $ 28,492,507.97 | $ 28,492,507.97 | $ 28,492,507.97 |
| Housing Authority | 2.10% | Varies | Varies | 13,827.25 | 13,827.25 | 13,827.25 | 13,827.25 |
| | | | | 28,506,335.22 | 28,506,335.22 | 28,506,335.22 | 28,506,335.22 |
| **Certificate of Deposit** | | | | | | | |
| Citibank National Association (Mutual Securities) | 2.65% | 1/25/2019 | 1/25/2021 | 250,000.00 | 250,000.00 | 250,000.00 | 253,007.50 |
| Goldman Sachs Bk USA NY (Mutual Securities) | 2.25% | 1/24/2018 | 1/24/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 250,262.50 |
| Sallie Mae Bk SLT Lake City UT (Mutual Securities) | 2.25% | 1/24/2018 | 1/24/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 250,262.50 |
| Morgan Stanley Bank N A Utah (Cantella) | 2.64% | 4/19/2018 | 4/20/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 251,030.00 |
| Barclays Bank Del (Cantella) | 3.05% | 12/19/2018 | 12/21/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 253,835.00 |
| Dividend (Cantella) | | | | | | | 3,388.16 |
| | | | | 1,250,000.00 | 1,250,000.00 | 1,250,000.00 | 1,261,785.66 |
| Fiscal Agent Funds (Trust/Debt Service Fund) | Varies | Varies | Varies | 7,847,459.94 | 7,847,459.94 | 7,847,459.94 | 7,847,459.94 |
| Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund) | Varies | Varies | Varies | 20,483.04 | 20,483.04 | 20,483.04 | 20,483.04 |
| | | | | 7,867,942.98 | 7,867,942.98 | 7,867,942.98 | 7,867,942.98 |
| | | | | $ 37,624,278.20 | $ 37,624,278.20 | $ 37,624,278.20 | $ 37,636,063.86 |

| | |
|---|---|
| Total Investments | $ 37,624,278.20 |
| **Cash with Bank of the West** | |
| City Checking | 2,292,810.86 |
| Money Market Plus | 133,226.85 |
| City Miscellaneous Cash | 129,903.22 |
| Successor Agency | 536,930.25 |
| Housing Authority | 207,856.00 |
| Financing Authority | 11,700.00 |
| Investment Brokerage | 0.00 |
| Total Cash with Bank of the West | 3,312,427.18 |
| Total Cash and Investments | $ 40,936,705.38 |

Schedule of Cash and Investments includes city-wide assets as included in the Comprehensive Annual Financial Report.

* There was no investment maturity/purchase transactions made for the month of November 2019 and several deposits/withdrawals were made through the Local Agency Investment Fund.

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months that all investments are in compliance to the City's Statement of Investment Policy.

Approved by:

Rose Tam
Director of Finance

ITEM NO. 3

# STAFF REPORT

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Shannon Yauchzee, Chief Executive Officer
Robert Tafoya, City Attorney

**DATE:** January 15, 2020

**SUBJECT:** Ratify the Retention of Attorney Services

## SUMMARY

It is recommended that City Council modify the retention of Brownstein Hyatt Farber Schreck to provide legal advice, representation, negotiations and investigations for the case Ehlers v. City of Baldwin Park.

## RECOMMENDATION

It is recommended that the City Council:

1. Approve the modification of the retention of Brownstein Hyatt Farber Schreck; and
2. Direct the City Attorney to acquire a standard retention agreement with this firm; and
3. Authorize the Mayor and City Clerk to execute said agreement approved as to form by the City Attorney.

## FISCAL IMPACT

The municipal code requires City Council approval for any agreements that may exceed $24,999. The cost of legal services with Brownstein Hyatt Farber Schreck will depend upon the amount of time spent on legal matters at the following billing rates:

- Partners/Of Counsel: $595/hr.

## BACKGROUND

The City is required to retain special legal counsel in the matter titled Ehlers v. City of Baldwin Park related to the City's Sign Ordinance The Law firm of Brownstein Farber, amongst other things, specializes in First Amendment matters and is willing and capable of defending the City at the above-listed billing rate. This firm already is contracted with the City and the modification will expand the scope. Because it is an expansion of an existing contract an RFP is not required.

## ALTERNATIVES

The alternative is to not contract with this firm and choose an alternate firm(s). However, this firm has provided successful legal work for our City in other cases.

## LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

## ATTACHMENTS

Not Applicable

ITEM NO. 4

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Shannon Yauchzee, Chief Executive Officer

**DATE:** January 15, 2020

**SUBJECT:** Ratify and Adopt a Resolution to Approve the Creation of a New 401(a) Money Purchase Defined Contribution Retirement Plan for Employer Contributions that are Currently Being Deposited to the City's 457(b) Deferred Compensation Plan

## SUMMARY

Upon City Council approval, the City of Baldwin Park will create an IRC §401(a) money purchase defined contribution retirement plan ("401(a) Plan") to which employer pre-tax retirement contributions will be deposited. Currently, these employer pre-tax retirement contributions are being deposited into the §457(b) deferred compensation plan. Per §457(b) guidelines, employer deposits accumulate with employee deferrals toward the individual IRS annual maximum which limits the amount a participant can defer into the plan. Adding the new 401(a) Plan eliminates this employee deferral issue. The plan will be kept by MassMutual, the current record-keeper and administrator of the City's 457(b) plan.

## RECOMMENDATION

Staff recommends that the City Council:

1) Approve Resolution No. 2020-002 for the creation of a §401(a) money purchase defined contribution retirement plan for the purpose of deposit of employer contributions on behalf of eligible employees; and
2) Approve MassMutual as the plan record-keeper and administrator of the 401 (a) money purchase defined contribution retirement plan alongside the current 457(b) deferred compensation plan; and
3) Authorize the Chief Executive Officer, as the City's Plan Administrator, to execute the necessary agreements in a form acceptable and approved as to form by the City Attorney.

## FISCAL IMPACT

There is no fiscal impact to the City. Plan fees are paid by the participants in the same manner as the 457(b) Plan. Implementing the 401(a) plan increases the annual maximum amount impacted employees can defer into the 457(b) plan, providing participants the best opportunity to enhance their retirement savings.

## BACKGROUND

The City of Baldwin Park provides an employer sponsored deferred compensation plan under Section 457(b) of the Internal Revenue Code ("IRC"). The Plan provides tax benefits to employees who make deposits into the plan on a pre-tax basis for their retirement. Currently, the City also makes deposits of employer retirement savings contributions to the plan on behalf of certain employees. For a 457(b) plan, both employee deposits and employer contributions to the plan count towards the IRS maximum annual deferral limit. Therefore, the employer contributions made to the plan reduce the amount that employees can defer from their salary on an annual basis.

As part of the detailed 457(b) deferred compensation plan audit provided by SFG Retirement Plan Consulting, LLC, ("SFGRPC") in 2019, this issue was identified. SFGRPC's recommendation was the creation of a 401(a) money purchase retirement plan specifically for the employer contributions. This

is a common record-keeping solution to the 457(b) plan deferral limitation issue. By depositing the employer contributions to a 401(a) plan, the employees' annual deferral limit is no longer impacted and employees can contribution up to the maximum deferral limits allowed by the IRS.

SFGRPC will provide the same fiduciary, plan audit, investment and plan consulting services it currently provides for the City's 457(b) deferred compensation plan for the new 401(a) defined contribution plan at the same fee of 0.20bps on plan assets per annum. The MassMutual record-keeping and administration fees will be the same as the 457(b) plan at 0.19bps on plan assets per annum. The investment line-up will be the same as the 457(b) plan. Participants will be able to view their balances in both plans via a single login to MassMutual. There is no additional cost to the City as SFGRPC's fees for services will be paid for by the 401(a) plan as it currently is for the 457(b) plan.

Based upon the positive financial impact and additional retirement savings that the City's employees can defer, staff is recommending City Council approve the creation and implementation of the 401(a) Plan with the record-keeping and administration services provided by MassMutual. This plan can also be offered with the Bargaining units during the next negotiations phase.

In addition, the Unclassified Managers and Executive Benefits matrix is being amended to accommodate the new 401a plan. Furthermore, the amount of Executives' cafeteria is being decreased by $250 per month while the deferred compensation amount is increased by the same amount to allow Executives to be able to invest more of their own funds into a 457 account if they wish. This is at zero cost to the City.

**LEGAL REVIEW**

Not Required.

**ALTERNATIVES**

The City Council may provide alternative direction, however the recommendation provides the highest deferral amount for the City's employees.

**ATTACHMENTS**

1. Resolution 2020-002
2. Updated Unclassified Managers and Executives Benefits Matrix

# RESOLUTION NO. 2020-002

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING THE CITY'S 401(A) PLAN TO WHICH EMPLOYER PRE-TAX RETIREMENT CONTRIBUTIONS WILL BE DEPOSITED

**WHEREAS,** the City of Baldwin Park provides a money purchase defined contribution retirement plan ("401(a) Plan") to which employer pre-tax retirement contributions will be deposited; and

**WHEREAS,** the employee's annual deferral limit to the 457(b) Plan is no longer impacted and employees can contribute up the maximum deferral limits allowed by the IRS; and

**WHEREAS,** the fiduciary, plan audit, investment and plan consulting services currently provided by SFG Retirement Plan Consulting for the City's 457(b) deferred compensation plan will remain the same under the 401(a) Plan; and

**WHEREAS,** MassMutual will provide record-keeping and administration services for the 401(a) Plan; and

**WHEREAS,** the Executive and Unclassified Manager's Benefit Matrix is being amended to accommodate the new 401(a) Plan; and

**WHEREAS,** the amount of the Executive cafeteria plan is being decreased by $250.00 per month while the deferred compensation amount is increased by the same amount to allow Executives the flexibility to invest more of their own funds into a 457(b) Plan account.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** The City Council of the City of Baldwin Park, meeting in a regularly scheduled session, hereby adopts to create the City's 401(a) Plan with an estimated effective date of January 15, 2020.

**PASSED, APPROVED, AND ADOPTED this 15th day of January 2020.**

MANUEL LOZANO
MAYOR

**ATTEST:**
**STATE OF CALIFORNIA**
**COUNTY OF LOS ANGELES** } **SS:**
**CITY OF BALDWIN PARK**

I, JEAN M. AYALA, City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-002** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **January 15, 2020** and that the same was adopted by the following vote to wit:

| | |
|---|---|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

JEAN M. AYALA
CITY CLERK

# EXECUTIVE EMPLOYEES BENEFIT MATRIX

# ATTACHMENT A

## COST OF LIVING ADJUSTMENTS

The following unadjusted base salary increases shall be provided to all Executive Employees:

+2% retroactive to the first full pay period of Fiscal Year 2017-18
+2% effective the first full pay period of Fiscal Year 2018-19
+2% effective the first full pay period of Fiscal Year 2019-20

## INSURANCES/SUPPLEMENTAL WAGE PAYMENTS

Benefits Plan

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute a sum not to exceed $1,625 per month for each Executive employee towards benefits as detailed below:

The employee is required to maintain a minimum coverage for himself/herself in a plan of his or her choice, unless the employee can show proof of adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly contribution, such employee will have an option to have the excess monies placed toward an existing benefit program. These options include:

1. Placement in a City provided health insurance plan for self, two (2) party or family coverage.
2. Placement in a City provided dental insurance plan for self, two (2) party or family coverage.
3. Placement spread over a combination of the options listed above.
4. Elect to receive any excess monies in cash, which will be considered as taxable income, or
5. Elect to place the excess cash monies in a City provided deferred compensation program.

Vision Plan

Effective the first full pay period commencing on or after July 1, 2017, the City will provide a vision plan, and will contribute up to a maximum premium cost of $37.55 per month.

Dental Plan Enhancement

Effective June 1, 1993, the City will provide for the dental plan enhancement of orthodontics to the "Reimbursable Plan Choice" of the City's dual choice dental plan. Additional cost for this enhancement will be paid for by the City. Those affected individuals currently enrolled in the "Pre-paid Plan Choice" presently receive this benefit.

Life Insurance

The City will provide term life insurance in the face amount of $100,000.

Long-Term Disability and Short Term Disability

The City will provide long-term and short-term disability insurance coverage as set forth in the plan on file in the Personnel Services Office.

## RETIREMENT

Retirement — Miscellaneous Employees

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement.

Retirement — Sworn Employees

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement account.

Retiree Health Care

For all Unclassified Employees, if upon retirement the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code section 22892. In addition, the City will also pay into the retiree's individual health reimbursement account, or similar reimbursement plan, an amount equal to the difference of the City's minimum employer contribution required by Government Code section 22892 and the premium cost for retiree-only coverage in the retiree's chosen medical plan.

## VEHICLE ALLOWANCE

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of $500.00 per month vehicle allowance except for the Police Chief who may choose a take-home, City-owned vehicle.

## ELECTRONIC DEVICE MONTHLY ALLOWANCE

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of $150.00 per month to obtain and maintain access to personal electronic communication devices (smart phones, tablets, laptops, etc.) also used for City business.

## ATTENDANCE AND LEAVES

Sick Leave

The general policy for sick leave will be as set forth, for all full-time employees, in Section 11.4 of the Personnel Rules.

Sick leave will accrue at the rate of 3.6923 hours on a biweekly basis and shall be debited on an hourly basis.

Effective September 7, 1994, each eligible employee shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave hours accrual bank.

Annual Sick Leave Incentive

Sick leave shall accrue on hourly basis of eight (8) hours per month and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900).

At the close of the calendar year, each eligible employee will receive 75% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

Vacation

All Executive employees shall accrue vacation leave in accordance with the following:

a. Employees having less than five (5) years of service with the City: 3.6923 hours on a biweekly basis for time actually worked.

b. Employees having more than five (5) years of service but less than ten (10) years of service with the City: 4.6154 hours on a biweekly basis for time actually worked.

c. Employees having more than ten (10) years but less than fifteen (15) years of service with the City: 5.5385 hours on a biweekly basis for time actually worked.

d. Employees having more than fifteen (15) years but less than twenty (20) years of service with the City: 6.4615 hours on a biweekly basis for time actually worked.

e. Employees having over twenty (20) years of service with the City: 7.3846 hours on a biweekly basis for time actually worked.

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City.

Bereavement Leave

Each Executive employee shall receive the equivalent of their workweek per incident, as needed, for a death in his or her immediate family. Immediate family shall mean and include only the employee's spouse, children, step-children, parents, spouse's parents, grandparents, spouse's grandparents, brothers and sisters. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement be provided.

Administrative Leave

Effective July 1, 2004, each Executive employee shall receive a maximum of seventy-two (72) hours of administrative leave with pay each fiscal year. Unused time at the end of each fiscal year, June 30, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

Holidays

All Executive employees are currently working on an alternate work schedule of four (4) days, ten (10) hours. While assigned to such work schedule, the following days shall be observed as holidays:

> January 1st, the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; December 24th; December 25th; and such other days as may be designated as holidays by motion of the City Council.

If any of the foregoing holidays falls on a Friday and/or Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

Floating Holidays

For each Executive employee working the 4/10 plan such employee will receive two (2) ten (10) hour days of floating leave, for a total of 20 hours.

Holiday Bank

At the beginning of each calendar year, the City will determine how many of the set holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number of hours of holiday time ("Holiday Bank"). Each affected employee will also be credited with the above floating holidays. For Executive Employees working the four (4) day, ten (10) hour alternate work schedule, the holiday bank will be calculated at ten (10) hours per holiday.

Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid no later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation bank, administrative leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City, and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

Compensation for Accrued Leave Time

Notwithstanding the maximum accruals established for vacation, administrative leave and holiday bank, Executive employees may accrue up to a maximum of three (3) months of additional paid leave time composed of a combination of vacation, administrative leave and/or holiday bank time.

City Hall One-Time Closure

One-time City Hall closure: December 26 - 29, 2017; City to provide 20 hours of holiday time for December 27 and 28, 2017.

## DEFERRED COMPENSATION

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute $750.00 per month to each employee into a City sponsored defined contribution retirement plan.

# UNCLASSIFIED MANAGERS BENEFITS MATRIX

## ATTACHMENT B

### COST OF LIVING ADJUSTMENTS

The following unadjusted base salary increases shall be provided to all Unclassified Managers:

+2% retroactive to the first full pay period of Fiscal Year 2017-18
+2% effective the first full pay period of Fiscal Year 2018-19
+2% effective the first full pay period of Fiscal Year 2019-20

### INSURANCES/SUPPLEMENTAL WANE PAYMENTS

Benefits Plan

Effective the first full pay period commencing on or after July 1, 2017, the maximum amount of monies that are eligible for cash out shall be capped at $1,200 per month.

Effective the first full pay period commencing on or after July 1, 2017, the City's contribution to medical and dental premiums shall be increased to $1,400 per month.

The employee is required to maintain a minimum coverage for himself/herself in a plan of their choice unless the employee can show proof they have adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly contribution, such employee will have an option to have the excess monies placed toward an existing benefit program. These options include:

1. Placement in a City provided health insurance plan for self, two (2) party or family coverage;
2. Placement in a City provided dental insurance plan for self, two (2) party or family coverage;
3. Placement spread over a combination of the options listed above;
4. Elect to receive any excess monies in cash, which will be considered as taxable income; or
5. Elect to place the excess cash monies in a City provided deferred compensation program.

Vision Plan

Effective the first full pay period commencing on or after July 1, 2017, the City will provide a vision plan to all affected employees, and will contribute up to a maximum premium cost of $37.55 per month. If the premium exceeds the amount, then the employee shall be responsible to pay the difference in excess of $37.55.

Dental Plan Enhancement

Effective June 1, 1993, the City will provide for the dental plan enhancement of orthodontics to the "Reimbursable Plan Choice" of the City's dual choice dental plan. Additional cost for this enhancement will be paid for by the City. Those affected individuals currently enrolled in the "Pre-paid Plan Choice" presently receive this benefit.

Life Insurance

The City will provide term life insurance in the face amount of $60,000 effective April 6, 2016.

The City will provide a supplemental life insurance program to enable employees to purchase additional life insurance at the employee's cost and no contribution from the City.

Long-Term Disability and Short Term Disability

The City will provide each employee with long-term disability insurance coverage as set forth in the plan on file in the Human Resources Office. Effective June 1, 1993, affected employees will be eligible to receive benefits commencing on the 31st day of non-work related injury or illness, and employees will be eligible to receive a maximum benefit of 66 2/3% of their current base salary up to a maximum of $5,000 per month.

## RETIREMENT

Employees Hired Before January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2.7% @ 55 retirement formula (Government Code §21354.4);
2. Single highest year final compensation (Government Code §20042);
3. Military service credit as public service option (Government Code §21024);
4. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cents ($.93) per pay period (Government Code §21571);
5. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV; and
8. $500 Retired Death Benefits.

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement account.

New CalPERS Members Hired On or After January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2% at 62 formula (Government Code §7522.20);
2. Three (3) year average final compensation period (Government Code §20037);
3. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
4. Military Service Credit as Public Service (Government Code §21024);
5. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cent ($.93) per pay period (Government Code §21571);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. Employees will pay 50% of the normal cost, currently 5.5% member contribution to CalPERS;
8. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV; and
9. $500 Retired Death Benefits

Retiree Health Care

For all Unclassified Employees, if upon retirement the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code section 22892. In addition, the City will also pay into the retiree's individual health reimbursement account, or similar reimbursement plan, an amount equal to the difference of the City's minimum employer contribution required by Government Code section 22892 and the premium cost for retiree-only coverage in the retiree's chosen medical plan.

## BILINGUAL PAY

Effective the first full pay period commencing on or after July 1, 2017, the City agrees to increase the bilingual pay amount from one hundred dollars ($100.00) to one hundred fifty dollars ($150.00) per month to a persona who is capable of speaking, reading, writing and/or interpreting the language of Spanish, Chinese, Japanese, Vietnamese, Tagalog, and Signing. Qualifying test established by the City shall make determination of capability. Re-testing of individuals will be required to determine bilingual capability in the above stated languages. Only those individuals who score at the level of "Good" or better will be eligible for bilingual pay.

## ELECTRONIC DEVICE MONTHLY ALLOWANCE

Effective the first full pay period commencing on or after July 1, 2017, the City will provide an Executive employee an amount of $100.00 per month to obtain and maintain access to personal electronic communication devices (smart phones, tablets, laptops, etc.) also used for City business.

## ATTENDANCE AND LEAVES

Sick Leave

The general policy for sick leave will be as set forth, for all full-time employees, in Section 11.4 of the Personnel Rules.

Sick leave will accrue at the rate of 3.6923 hours on a biweekly basis and shall be debited on an hourly basis.

Each eligible employee shall elect his/her maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable. Once the election is made by the employee, such excess hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate and placed into a sick leave hours bank to be paid at 75% of the total value, with the timing and method of payment to be determined by the City.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave.

Annual Sick Leave Incentive

Sick leave shall accrue on hourly basis of eight (8) hours per month and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900). At the close of the calendar year, each eligible employee will receive 75% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

Bereavement Leave

Each classification represented by the Association shall receive the equivalent of their workweek per incident, as needed, for a death in their immediate family. Immediate family shall mean and include only the employee's spouse, children, stepchildren, foster children, grandchildren, parents, grandparents, brothers, sisters, State Registered Domestic Partner and spouse's Parents and spouse's grandparents. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement is provided.

Vacation

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City. Employees may be eligible to utilize accrued vacation leave at an earlier time, upon written request to and approval of their department head.

The times during which an employee may take his/her vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the service.

Employees shall, each calendar year, be required to take a minimum of forty (40) consecutive hours vacation leave. In addition, an employee may, with approval of the appointing authority, use vacation leave in lesser increments during the calendar year.

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year, in accordance with Subsections (a), (b), (c), (d) and (e), as stated below.

a. Employees having less than five (5) years of employment (vacation accrual = 96 hours per year) the maximum amount of vacation that may be accumulated shall be 192 hours.

b. Employees having more than five (5) years of service but less than ten (10) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 240 hours.

c. Employees having more than ten (10) years but less than fifteen (15) years of employment (vacation accrual = 144 hours per year), the maximum amount of vacation that may be accumulated shall be 288 hours.

d. Employees having more than fifteen (15) years but less than twenty (20) years of employment (vacation accrual = 168 hours per year), the maximum amount of vacation that may be accumulated shall be 336 hours.

e. Employees having over twenty (20) years of employment (vacation accrual — 192 hours per year). The maximum amount of vacation that may be accumulated shall be 384 hours.

If the employee, because of business necessity, is not able to utilize excess accrued vacation hours, upon written request to and approval of the Department Head, an employee will be given an extension in order to take his/her vacation. In cases where the employee forfeits vacation leave time at the request of the City, upon approval of the Chief Executive Officer or designated representative(s), said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his/her vacation or to avoid any conflicts.

Employees will be notified on a quarterly basis of their current and potential maximum vacation hours accrual for the calendar year to assist them in the reduction of excess accrued vacation hours.

In the event a legal holiday falls during a vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended or accredited accordingly.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave.

Administrative Leave

Effective the first pay period including July 1, 2017, each employee shall receive a maximum of sixty (60) hours of administrative leave with pay each fiscal year. The use of such leave shall be at the reasonable discretion of the employee.

Unused time at the end of each fiscal year, June 30, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

Holidays

For employees working a 4/10 plan, the following days shall be observed as holidays:

January 1st, the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; December 24th; December 25th; and such other days as may be designated as holidays by motion of the City Council.

If any of the foregoing holidays falls on a Friday and/or Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

Floating Holidays

Employees working a 4/10 plan will receive two (2) ten (10) hour days of floating leave, for a total of twenty (20) hours.

Holiday Bank

At the beginning of each calendar year, the City will determine how many of the set holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number of hours of holiday time ("holiday bank"). Each affected employee will also be credited with the above floating holidays. The actual date for the use of such leave shall be subject to the approval of the Chief Executive Officer. This holiday bank leave can be used in hourly increments and combined with other leave. Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time.

If an employee, because of business necessity, is not able to utilize accrued holiday bank hours, upon written request to, and approval of the Chief Executive Officer, the employee will be

paid for any excess hours over his/her maximum holiday bank hours accrual. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid not later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation bank, administrative leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City, and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

City Hall One-Time Closure

One-time City Hall closure: December 26 - 29, 2017; City to provide 20 hours of holiday time for December 27 and 28, 2017.

## DEFERRED COMPENSATION

Effective the first full pay period commencing on or after January 12, 2020, the City will contribute $150.00 per month to each employee into a City sponsored defined contribution retirement plan.

ITEM NO. 5

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Manuel Carrillo Jr., Director of Recreation & Community Services

**DATE:** January 15, 2020

**SUBJECT:** **Approval to Enter Into a Contract Agreement between the City of Baldwin Park and Los Angeles County- City Planning Grant Implementation of Cities (Baldwin Park, El Monte, South El Monte) Homeless Plans**

## SUMMARY

The purpose of this report is to seek approval to enter into a contract agreement between the City of Baldwin Park and Los Angeles County- City Planning Grant Implementation of Cities (Cohort Baldwin Park, El Monte, and South El Monte) Homeless Plans.

## FISCAL IMPACT

There is no fiscal impact to the City. The funding in the amount of $1,074,820 will be provided through grant funds from the Los Angeles County Homeless Initiative and United Way's Home for Good Funders Collaborative.

## RECOMMENDATION

Staff recommends that the City Council:

1). Approve the contract agreement between the City of Baldwin Park and Los Angeles County City Planning Grant Implementation of Cities (Baldwin Park, El Monte, and South El Monte) Homeless Plans.

2). Authorize the Director of Recreation and Community Services to execute further documents and reporting.

## BACKGROUND

On August 17, 2015, in response to the growing crisis of homelessness, the Los Angeles County Board of Supervisors launched the Homeless Initiative (HI) to prevent and combat homelessness which continues to pervade our communities. An unprecedented collaborative planning process resulted in a comprehensive plan consisting of 47 strategies, with four more strategies subsequently added. Recognizing the need to sustain the HI strategies, the Board of Supervisors approved the Measure H ordinance that identifies 21 of the 51 HI strategies as eligible for funding through Measure H. On March 7, 2017, the voters approved Measure H.

Since the inception of the HI in 2015, collaboration and engagement with the 88 cities in the County has been a major priority for the County. Cities play a critical role in ensuring that the impact of these strategies is maximized. Cities have jurisdiction over housing and land use for about 90% of the countywide population, and thus play a vital role in developing affordable housing and interim housing.

In 2017, the Board of Supervisors approved funding to cities to develop their own homelessness plans. In 2018, participating cities submitted their homelessness plans. In September 2018, the Board of

Supervisors approved $9 million in Measure H funding for the HI and United Way Home for Good Funders Collaborative to issue a Request for Proposals (RFP) for the cities to implement their homelessness plans, either as individual cities or multi-jurisdictional partners.
Based on the 2018 Point-in-Time Homeless Count (PIT Count) conducted by the Los Angeles Homeless Services Authority (LAHSA), the cities of Baldwin Park, El Monte and South El Monte (Cohort) have a combined homeless count of 775 individuals and family members.

Since the completion of their homeless plans in 2018, the Cohort Cities have been working collectively to combat homelessness and agreed to formally partner to develop a plan to: 1) increase the supply of supportive and interim housing for people experiencing homelessness at a regional level; and 2) enhance the availability and access to homeless services to prevent and combat homelessness in the region. The Cohort, identified the city of Baldwin Park as lead agency and fiscal administrator for this multi-jurisdictional proposal.

The proposed project is a result of discussions between cohort cities and each cohort city's goals and objectives as described below:

Baldwin Park:

- Coordinate Local Efforts to Respond to Homelessness
- Help Prevent Individuals and Families from Becoming Homeless
- Connect Case Management and Services to the Coordinated Entry System
- Expand Access to Workforce Development Program to Increase Employment
- Explore Opportunities to Increase the Number of Units of Affordable/Supportive Housing

El Monte:

- Better Understand the City's Homeless Population and Educate the Community
- Increase Engagement Activities and Links to Crisis Response System
- Expand Access to Workforce Development and Employment Programs
- Increase the Number of Shelter Beds
- Increase the Number of Affordable/Supportive Housing Units
- Participate in Regional Collaboration Opportunities

South El Monte:

- Educate City Staff and the Community about Homelessness and Available Resources
- Increase Outreach and Engagement Activities Goal
- Expand Employment Opportunities in the City
- Create Shelter Options in the City
- Create New Affordable/Supportive Housing Options in the City
- Coordinate with Regional Partners on Homelessness Plan Implementation

The City, with the combination of City staff and consulting/technical services will build upon efforts included as part of multi-jurisdictional proposal with the Cities of El Monte and South El Monte and expand the scope of work to include a much more substantive research and analysis, which will include community engagement, development of educational materials, and outreach, to address the following opportunities at the multijurisdictional level:

***Priority Area 1***:

The Cohort will work together to immediately increase the supply of interim and permanent housing within its jurisdiction. The cohort will work with a consultant to implement an interim housing program, using motel vouchers and a rapid re-housing program.

The Cohort will expand the number of motel partnerships available to provide interim housing at an affordable rate for the grant period. This approach will increase the availability of immediate shelter opportunities and build trust with clients to enhance connection to the Coordinated Entry System (CES). The following motels have been identified as potential partners for interim housing:

Grand Park Inn, 13921 Francisquito Ave. Baldwin Park
Motel 6, 14510 Garvey Ave. Baldwin Park
Sierra Inn, 1171 Durfee Ave. South El Monte
Ramada Inn, 1089 Santa Anita Ave. South El Monte
Motel 6, 1228 N Durfee Ave, South El Monte

*Permanent Housing:* The Cohort will also leverage services of the Baldwin Park Housing Authority, serving as the administrator of the Rapid Rehousing Program, and will ensure best practices are employed, and clients are quickly re-housed and stabilized. The Rapid Re-Housing funds will provide for a variety of assistance, including: short-term or medium-term rental assistance and housing relocation and stabilization services, including such activities as mediation, credit counseling, security or utility deposits, utility payments, moving cost assistance, and case management.

To be eligible to rapid rehousing services, individuals or families must be homeless or at risk of becoming homeless and: 1) be at or below 50% of the Area Median Income; 2) have at least an initial consultation with housing navigator/coordinator to determine need; and 3) be in a housing circumstance that no appropriate subsequent housing options have been identified and the household lacks the financial resources and support networks needed to obtain immediate housing or remain in existing housing.

*Land Assessment:* The Cohort will explore opportunities to identify vacant or underutilized public land for affordable/supportive housing and evaluate how to utilize parcels of land and available funds resulting from the dissolution of the Redevelopment Agency for affordable/supportive housing

*Accessory Dwelling Unit (ADU) Ordinance Review:* The Cohort will review their ADU ordinances to explore aligning Ordinances to maximize efforts to prevent and combat homelessness by providing incentives or fee waivers for ADUs used for homeless housing. The above referenced Priority Area 1 projects support the goals of each of the Cohort's homelessness plans as described above and addresses HI strategies B3, E7, E8, F4, F6, and F7.

*Regional Housing Trust Fund:* The City of Baldwin Park will also subcontract with the Cohort to support the creation of a Regional Housing Trust Fund, which will establish a source of funds to support the preservation and production of supportive, homeless, affordable and other manner of housing in the region. This project addresses HI strategy F7.

**Priority Area 2:**

The Cohort Cities will implement several integrated activities that comprise a services program to strengthen the continuum of care for the 775 people experiencing homelessness within their sub-region of the San Gabriel Valley. These activities will complement County and City service systems

by enabling a selected contractor to hire a dedicated full-time Case Worker Coordinator to support Housing Navigation and other homeless service provider and city case management staff. Other proposed activities include launching a local homeless prevention/diversion program for individuals and/or families in need and establishing an Access Center to centralize homeless prevention activities. The cohort will also implement a landlord engagement and incentives program to increase housing units and stabilize clients. Additionally, the Cohort will establish a navigation center with available lockers and make available showers for people experiencing homelessness. To further support and stabilize individuals and families at risk of or experiencing homelessness, the Cohort will ensure connections to employment services and assistance, as appropriate. The above referenced Priority Area 2 projects support the goals of each of the Cohort's homelessness plans as described above and addresses HI strategies A1, A5, B3, B4, C1, C2, C7, D5, E6, E7, and E8.

Pricing Schedule-The contract sum of **$698,400** for PA1 and PA2 activities to be paid by County of Los Angeles. The County will pay up to 1/4 of the total contract sum upon receipt of invoice and/or upon execution of the subcontracts necessary to perform contract services.The allocated amount of **$376,420** for Regional Housing Trust Funds (RHTF) will be disbursed accordingly once operating budget has been established by City and approved by County, and official formation of RHTF. The County will pay $169,430 of the total allocated RHTF amount upon execution of the subcontracts to perform contract services. The remaining contract sum and RHTF amount shall be paid out based on reimbursable charges over the term of the agreement.

| **CITY PERSONNEL COSTS** | **Total Costs Not to Exceed** |
|---|---|
| PA 1 – City Planner/Associate Planner (City of Baldwin Park) | $21,450 |
| PA 1 – Associate Planner (City of El Monte) | $11,324 |
| PA 1 – Director of Community Development (City of South El Monte) | $10,800 |
| **SUBTOTAL (CITY PERSONNEL COSTS)** | **$43,574** |
| **NON - PERSONNEL COSTS** | |
| Sub-Contract/Consultant Costs: | **Total Costs Not to Exceed** |
| PA1 - Development/Planning Consultant | $ 30,000 |
| PA1 - Permanent Housing Capital Improvements | $ 30,000 |
| PA1 - Homeless Housing Coordinator | $ 81,200 |
| PA1 - Motel Vouchers for Interim Housing | $ 97,526 |
| PA1 - Short-Term Rental Assistance/Rapid Rehousing | $ 85,500 |
| PA1 - Development Consultant | $ 45,000 |
| PA2 - Prevention/Diversion Program | $ 87,000 |
| PA2 - Employment Services | $ 27,000 |
| PA2 - Landlord Engagement/Incentives Program | $ 25,000 |
| PA2 - Showers Program | $ 18,000 |
| PA2 - Navigation Center/Lockers | $ 30,000 |
| PA2 - Access Center | $ 5,000 |
| PA2 - Housing Navigation/Case Management | $ 93,600 |
| **SUBTOTAL (NON- PERSONNEL COSTS)** | **$ 654,826** |
| **TOTAL (PA1/PA2 CITY PERSONNEL + NON-PERSONNEL COSTS)** | **$ 698,400** |
| **REGIONAL HOUSING TRUST FUND (RHTF)** | |
| RHTF Funds disbursed accordingly once operating budget has been established by City and approved by COUNTY, and official formation of RHTF. | $376,420 |
| **TOTAL CONTRACT SUM** | **$ 1,074,820** |

## ALTERNATIVES

The alternative would to not sign the contract agreement.

## LEGAL REVIEW

This report has been reviewed and approved by the City Attorney's Office as to legal form and content.

## ATTACHMENTS

1). Attachment #1, Contract Agreement between the City of Baldwin Park and Los Angeles County City Planning Grant Implementation of Cities (Baldwin Park, El Monte, South El Monte) Homeless Plans.

# CONTRACT BY AND BETWEEN

# COUNTY OF LOS ANGELES

# AND

# CITY OF BALDWIN PARK & COHORT

# FOR

# CITY PLANNING GRANT – YEAR 2
# IMPLEMENTATION OF CITIES HOMELESSNESS PLANS

CONTRACT NUMBER: AO-19-

CONTRACT PROVISIONS
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CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF BALDWIN PARK & COHORT

FOR

CITY PLANNING GRANTS – YEAR 2

IMPLEMENTATION OF CITIES HOMELESSNESS PLANS

This Contract is entered into this ____day of _____ 2019, by and between the County of Los Angeles (hereafter "County") and **City of Baldwin Park & Cohort** (hereafter referred to as "Contractor"), to provide County with homeless services.

## RECITALS

**WHEREAS,** on September 4, 2018, the County Board of Supervisors delegated authority to the Chief Executive Officer to: 1) implement a solicitation process, in conjunction with United Way's Home for Good Funders Collaborative, in accordance with the Request for Proposal (RFP) Framework; and 2) negotiate, execute and if necessary, amend, reduce or terminate contracts with selected cities, following approval as to from by County Counsel; and

**WHEREAS,** on September 4, 2018, the County Board of Supervisors allocated $9 million of Measure H funding; and $3 million of State Homeless Emergency Aid Programs funding to support successful implementation of components from Cities Homelessness Plans that enhance effectiveness of County service systems for those experiencing or at-risk of experiencing homelessness and are eligible for such funding under applicable rules; and

**WHEREAS,** on May 7, 2019, the County Board of Supervisors was advised of Homeless Initiatives plan to execute contracts with cities to support implementation of their homelessness plans. The contracts will expire 18 months from the date of execution or at the end of February 2021, whichever is sooner; and

**WHEREAS,** the Los Angeles County, Homeless Initiative Unit and United Way, have reviewed the Contractor's proposal and approved providing **$698,400** to the Contractor for Homeless Plan Implementation services; and

**WHEREAS,** pursuant to Government Code section 26227, the County Board of Supervisors may appropriate and expend money to establish county programs or to fund other programs deemed to be necessary to meet the social needs of the

population of the county.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

| | | |
|---|---|---|
| 1.1 | Exhibit A - | Statement of Work |
| 1.2 | Exhibit B - | Pricing Schedule |
| 1.3 | Exhibit C - | Contractor's EEO Certification |
| 1.4 | Exhibit D - | County's Administration |
| 1.5 | Exhibit E - | Contractor's Administration |
| 1.6 | Exhibit F - | Forms Required at the Time of Contract Execution |
| 1.7 | Exhibit G - | Jury Service Ordinance |
| 1.8 | Exhibit H - | Safely Surrendered Baby Law |
| 1.9 | Exhibit I - | Compliance with Fair Chance Employment Practices Certification |

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2 DEFINITIONS

### 2.1 Standard Definitions:

**2.1.1** The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 **City Planning Grants**: Year one funding was allocated by the County Board of Supervisors (Board) from Homeless Initiative Provisional Financing Uses (PFU) funds to support proposals that will result in a plan to prevent and combat homelessness for each city which receives a grant. To administer the grants, the Chief Executive Office partnered with the United Way Home for Good Funders Collaborative. Year two funding is being allocated by the Board from Measure H funds and Los Angeles Homeless Services Authority will provide State Homeless Emergency Aid Program Funds, to support the successful implementation of Cities Homeless Plans.

2.1.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

2.1.1.3 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.4 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.5 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.1.6 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials

to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

2.1.1.7 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.8 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.

2.1.1.9 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

2.1.1.10 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

2.1.1.11 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.12 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract

2.1.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.1.14 **United Way Home for Good Funders Collaborative:** a public-private partnership, which collaborates on solutions to end homelessness in Los Angeles County.

## 3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be

deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

## 4 TERM OF CONTRACT

4.1 The term of this Contract shall commence upon execution by the County's Chief Executive Officer and shall expire **in eighteen (18) months, or on February 28, 2021**, whichever is sooner, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

## 5 CONTRACT SUM

### 5.1 Total Contract Sum

5.1.1 The Maximum Amount of this Contract shall be the amount set forth in Exhibit B (Pricing Schedule), for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract more than the maximum not-to-exceed cost will be borne by the Contractor.

### 5.2 Written Approval for Reimbursement

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

### 5.3 Intentionally Omitted

### 5.4 No Payment for Services Provided Following Expiration-Termination of Contract

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 All invoices under this Contract shall be addressed to the following and submitted electronically to the following email address:

**Homeless Initiative Unit**
**Los Angeles County Chief Executive Office**
**Hall of Administration**
**500 W. Temple Street, Rm 493**
**Los Angeles, CA 90012**
**hiadmin@ceo.lacounty.gov**

5.5.5 **County Approval of Invoices**

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

5.6 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

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

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

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

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

## 6 ADMINISTRATION OF CONTRACT - COUNTY

### 6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### 6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however,

in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

### 6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

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

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### 6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

## 7 ADMINISTRATION OF CONTRACT - CONTRACTOR

### 7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's

Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

**7.2 Contractor's Project Manager**

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

**7.3 Approval of Contractor's Staff**

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

**7.4 Contractor's Staff Identification**

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

**7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the

member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

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

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**7.6 Confidentiality**

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to

reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

## 8 STANDARD TERMS AND CONDITIONS

### 8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer or his/her designee.

8.1.2 For any change which does not materially affect the statement of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Manager and Contractor's Project Manager.

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

8.1.4 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer.

## 8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2. 2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by

contractor.

## 8.3 Authorization Warranty

8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

## 8.4 Budget Reductions

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

## 8.5 Complaints

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.

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

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

**8.6 Compliance with Applicable Law**

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding

sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**8.7 Compliance with Civil Rights Laws**

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit C - Contractor's EEO Certification.

**8.8 Compliance with the County's Jury Service Program**

8.8.1 **Jury Service Program:**

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

8.8.2 **Written Employee Jury Service Policy.**

1. Unless the contractor 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 contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the

contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "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 paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**8.9 Conflict of Interest**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor 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.

8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor 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 paragraph shall be a material breach of this Contract.

**8.10 Intentionally Omitted**

**8.11 Consideration of Hiring GAIN-GROW Participants**

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor 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 contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## 8.12 Contractor Responsibility and Debarment

### 8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

### 8.12.2 Chapter 2.202 of the County Code

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

### 8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to

perform a contract with the County, 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.

8.12.4 **Contractor Hearing Board**

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

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

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

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the

debarment. 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.

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

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

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

**8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor 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 H, in a prominent position at the contractor's place of business. The contractor 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.

**8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 The contractor acknowledges that the 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.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract 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).

**8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in

jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

**8.16 Damage to County Facilities, Buildings or Grounds**

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

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

**8.17 Employment Eligibility Verification**

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

## 8.18 Facsimile Representations

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Contract Signature page, Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Contract.

## 8.19 Fair Labor Standards

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

## 8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term

"subcontractor" and "subcontractors" mean subcontractors at any tier.

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

**8.21 Governing Law, Jurisdiction, and Venue**

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

**8.22 Independent Contractor Status**

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

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

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

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

**8.23 Indemnification**

8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

**8.24 General Provisions for all Insurance Coverage**

**8.24.1** Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. 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 contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

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

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

**8.24.2.2** Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified

copies of any required contractor and/or subcontractor insurance policies at any time.

**8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

**8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

**County of Los Angeles**
**Homeless Initiative Unit - INSURANCE**
**Chief Executive Office**
**Hall of Administration**
**500 W. Temple Street, Rm 493**
**Los Angeles, CA 90012**
**hiadmin@ceo.lacounty.gov**

**8.24.2.6** Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its

subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

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

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

8.24.4 **Cancellation of or Changes in Insurance**

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County 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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to

contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 **Insurer Financial Ratings**

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

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

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

8.24.8 **Waivers of Subrogation**

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

8.24.9 **Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

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

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

8.24.11 **Claims Made Coverage**

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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **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.

8.24.14 **Alternative Risk Financing Programs**

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

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

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

**8.25 Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

**8.25.4.1 Sexual Misconduct Liability**

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

**8.25.4.2 Professional Liability-Errors and Omissions**

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**8.26 Liquidated Damages**

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

8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should

the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

**8.27 Most Favored Public Entity**

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

## 8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

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

8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

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

8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

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

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 Non Exclusivity**

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

**8.30 Notice of Delays**

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

**8.31 Notice of Disputes**

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

## 8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## 8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The contractor 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 H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

## 8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## 8.35 Prohibition Against Inducement or Persuasion

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

## 8.36 Public Records Act

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

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

## 8.37 Publicity

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

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

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County

without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

**8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the

County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

**8.39 Recycled Bond Paper**

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

**8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

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

8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees. Any entity hired by Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may

perform any work hereunder, contractor shall ensure delivery of all such documents to:

**County of Los Angeles**
**Homeless Initiative Unit - INSURANCE**
**Chief Executive Office**
**Hall of Administration**
**500 W. Temple Street, Rm 493**
**Los Angeles, CA 90012**
**hiadmin@ceo.lacounty.gov**

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

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

**8.43 Termination for Default**

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure 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.

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

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State

governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.44 Termination for Improper Consideration**

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

8.44.2 The contractor 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 manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

**8.45 Termination for Insolvency**

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

8.45.1.1 Insolvency of the contractor. The contractor 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 contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

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

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully

comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**8.47 Termination for Non-Appropriation of Funds**

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

**8.48 Validity**

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

**8.49 Waiver**

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

**8.50 Warranty Against Contingent Fees**

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

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

**8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

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

**8.53 Time Off for Voting**

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

## 8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

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

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## 8.55 Compliance with Fair Chance Employment Practices

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

## 8.56 Compliance with the County Policy of Equity

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

## 9 UNIQUE TERMS AND CONDITIONS

### 9.1 Contractor Protection of Electronic County Information

#### 9.1.1 Data Encryption

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Health Insurance Portability and Accountability Act of 1996 (HIPPA), and implementing regulations, MI is defined in California Civil Code Section 56.05(j).

**a. Stored Data**

Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

**b. Transmitted Data**

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

c. **Certification**

The County must receive within ten (10) business days of its request, a certification from the Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set for the above. In additional, Contractor shall maintain a copy of any validation/attestation report that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 9.3.1(Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

## 9.2 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information.

Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By_____ _____
SACHI A. HAMAI Date
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By_____
KATHERINE M. BOWSER
Principal Deputy County Counsel

By City of Baldwin Park _____

Contractor

Signed:_____

Printed: Manuel Lozano

Title: Mayor

EXHIBIT A

STATEMENT OF WORK

**City of Baldwin Park Multi-jurisdictional**
**City Homelessness Plan Implementation Grant**

## Section I. Overview

On August 17, 2015, in response to the growing crisis of homelessness, the Los Angeles County Board of Supervisors launched the Homeless Initiative (HI) to prevent and combat homelessness which continues to pervade our communities. An unprecedented collaborative planning process resulted in a comprehensive plan consisting of 47 strategies, with four more strategies subsequently added. Recognizing the need to sustain the HI strategies, the Board of Supervisors approved the Measure H ordinance that identifies 21 of the 51 HI strategies as eligible for funding through Measure H. On March 7, 2017, the voters approved Measure H.

Since the inception of the HI in 2015, collaboration and engagement with the 88 cities in the County has been a major priority for the County. Cities play a critical role in ensuring that the impact of these strategies is maximized. Cities have jurisdiction over housing and land use for about 90% of the countywide population, and thus play a vital role in developing affordable housing and interim housing.

In 2017, the Board of Supervisors approved funding to cities to develop their own homelessness plans. In 2018, participating cities submitted their homelessness plans. In September 2018, the Board of Supervisors approved $9 million in Measure H funding for the HI and United Way Home for Good Funders Collaborative to issue a Request for Proposals (RFP) for the cities to implement their homelessness plans, either as individual cities or multi-jurisdictional partners.

Based on the 2018 Point-in-Time Homeless Count (PIT Count) conducted by the Los Angeles Homeless Services Authority (LAHSA), the cities of Baldwin Park, El Monte and South El Monte (Cohort) have a combined homeless count of 775 individuals and family members.

Since the completion of their homeless plans in 2018, the Cohort Cities have been working collectively to combat homelessness and agreed to formally partner to develop a plan to: 1) increase the supply of supportive and interim housing for people experiencing homelessness at a regional level; and 2) enhance the availability and access to homeless services to prevent and combat homelessness in the region. The Cohort, identified the city of Baldwin Park as lead agency and fiscal administrator for this multi-jurisdictional proposal.

The Cohort's long-term vision is to create a system change and set in place efficiencies through policies and programs within the Cities that will align with the County's. The Cohort, through its respective Community Development Departments, Planning Department and Department of Recreation and Community Services (Baldwin Park) will achieve its vision in partnership with the San Gabriel Valley (SGV) Council of Governments (CoG), and the HI, with whom planning work is already underway. The

proposed project is a result of discussions between cohort cities and each cohort city's goals and objectives as described below:

Baldwin Park:

- Coordinate Local Efforts to Respond to Homelessness
- Help Prevent Individuals and Families from Becoming Homeless
- Connect Case Management and Services to the Coordinated Entry System
- Expand Access to Workforce Development Programs to Increase Employment
- Explore Opportunities to Increase the Number of Units of Affordable/Supportive Housing

El Monte:

- Better Understand the City's Homeless Population and Educate the Community
- Increase Engagement Activities and Links to Crisis Response System
- Expand Access to Workforce Development and Employment Programs
- Increase the Number of Shelter Beds
- Increase the Number of Affordable/Supportive Housing Units
- Participate in Regional Collaboration Opportunities

South El Monte:

- Educate City Staff and the Community about Homelessness and Available Resources
- Increase Outreach and Engagement Activities Goal
- Expand Employment Opportunities in the City
- Create Shelter Options in the City
- Create New Affordable/Supportive Housing Options in the City
- Coordinate with Regional Partners on Homelessness Plan Implementation

**Section II. Objectives and Program Description**

Please check all that apply:

☒ Priority Area 1 - Increase the supply of supportive and interim housing for people experiencing homelessness

☒ Priority Area 2 - Enhance the effectiveness of County service systems for those experiencing and/or at-risk of homelessness.

**Priority Area 1:**

The Cohort will work together to immediately increase the supply of interim and permanent housing within its jurisdiction. The cohort will work with a consultant to implement an interim housing program, using motel vouchers and a rapid re-housing program.

STATEMENT OF WORK

*Interim Housing:*

The Cohort will expand the number of motel partnerships available to provide interim housing at an affordable rate for the grant period. This approach will increase the availability of immediate shelter opportunities and build trust with clients to enhance connection to the Coordinated Entry System (CES). The following motels have been identified as potential partners for interim housing:

- Grand Park Inn, 13921 Francisquito Ave. Baldwin Park
- Motel 6, 14510 Garvey Ave. Baldwin Park
- Sierra Inn, 1171 Durfee Ave. South El Monte
- Ramada Inn, 1089 Santa Anita Ave. South El Monte
- Motel 6, 1228 N Durfee Ave, South El Monte

*Permanent Housing:*

The Cohort will also leverage services of the Baldwin Park Housing Authority, serving as the administrator of the Rapid Rehousing Program, and will ensure best practices are employed, and clients are quickly re-housed and stabilized. The Rapid Re-Housing funds will provide for a variety of assistance, including: short-term or medium-term rental assistance and housing relocation and stabilization services, including such activities as mediation, credit counseling, security or utility deposits, utility payments, moving cost assistance, and case management.

To be eligible to rapid rehousing services, individuals or families must be homeless or at risk of becoming homeless and: 1) be at or below 50% of the Area Median Income; 2) have at least an initial consultation with housing navigator/coordinator to determine need; and 3) be in a housing circumstance that no appropriate subsequent housing options have been identified and the household lacks the financial resources and support networks needed to obtain immediate housing or remain in existing housing.

*Land Assessment:*

The Cohort will explore opportunities to identify vacant or underutilized public land for ~~affordable/supportive housing and evaluate how to utilize parcels of land and available~~ funds resulting from the dissolution of the Redevelopment Agency for affordable/supportive housing

*Accessory Dwelling Unit (ADU) Ordinance Review:*

The Cohort will review their ADU ordinances to explore aligning Ordinances to maximize efforts to prevent and combat homelessness by providing incentives or fee waivers for ADUs used for homeless housing.

The above referenced Priority Area 1 projects support the goals of each of the Cohort's homelessness plans as described above and addresses HI strategies B3, E7, E8, F4, F6, and F7.

The City of Baldwin Park will also subcontract with the Cohort to support the creation of a Regional Housing Trust Fund, which will establish a source of funds to support the preservation and production of supportive, homeless, affordable and other manner of housing in the region. This project addresses HI strategy F7.

**Priority Area 2:**

The Cohort Cities will implement several integrated activities that comprise a services program to strengthen the continuum of care for the 775 people experiencing homelessness within their sub-region of the San Gabriel Valley. These activities will complement County and City service systems by enabling a selected contractor to hire a dedicated full-time Case Worker Coordinator to support Housing Navigation and other homeless service provider and city case management staff. Other proposed activities include launching a local homeless prevention/diversion program for individuals and/or families in need and establishing an Access Center to centralize homeless prevention activities. The cohort will also implement a landlord engagement and incentives program to increase housing units and stabilize clients. Additionally, the Cohort will establish a navigation center with available lockers and make available showers for people experiencing homelessness. To further support and stabilize individuals and families at risk of or experiencing homelessness, the Cohort will ensure connections to employment services and assistance, as appropriate.

The above referenced Priority Area 2 projects support the goals of each of the Cohort's homelessness plans as described above and addresses HI strategies A1, A5, B3, B4, C1, C2, C7, D5, E6, E7, and E8

**Section III. Tasks**

**Task I: Develop the necessary agreements to implement the program.**

| Activities | Deliverables | Due Date |
|---|---|---|
| Cohort Cities will enter into a Memorandum of Understanding (MOU) or other type of agreement establishing the terms of their collaboration on this project | Executed MOU | 30 days after contract execution |
| Cohort Cities will enter into a subcontract with consultant to administer the interim housing programs; submit copies of draft subcontractor agreements for County approval. | Executed Subcontractor Agreement | 60 days after contract execution |
| Cohort Cities will enter into a subcontract with a service provider(s) or consultant to serve as the Case Worker Coordinator; submit copies of | Executed Subcontractor Agreement | 60 days after contract execution |

| | | |
|---|---|---|
| draft subcontractor agreements for County approval. | | |
| Cohort Cities will enter into a subcontract with a consultant to do land assessment; submit copies of draft subcontractor agreements for County approval. | Executed Subcontractor Agreement | 60 days after contract execution |
| All members of the Cohort will become "opt-in" cities for the LAHSA Homeless Count | Number of volunteers recruited | 90 days after contract execution |
| | Identification of one or more deployment sites | 90 days after contract execution |
| | Identification of one or more coordinators to operate the site. | 90 days after contract execution |

**Task II: Consultant will do land assessment of public, private land, private property, and valuate options to implement land use, zoning, affordable housing policy**

| Activities | Metrics | Deliverables |
|---|---|---|
| Develop project plan and timeline for land and policy assessment. | Project plan and timeline for land and policy assessment. | 2nd Quarter |
| Conduct land and policy assessment and develop report | Report on 1) the number of affordable housing units that could be added; 2) feasibility of motel conversions; 3) land use, zoning and affordable housing policy assessment and/or recommendations | Final Quarter |
| Develop ADU and/or Zoning Ordinance revisions | Final adopted ordinance (s) | 4th Quarter |

**Task III: Conduct Capital Improvements for Shared Supportive Housing**

| Activities | Metrics | Deliverables |
|---|---|---|
| Development of project plan, to identify potential sites for capital improvements, including timeline, and allocation of resources, and training | Project plan will be provided | 2nd Quarter |
| Available sites identified | Report will be developed and provided | 3rd Quarter |
| Capital improvements completed on identified sites | Report on number of individuals and families housed in shared housing | 12-18 Months after contract execution |

STATEMENT OF WORK

**Task IV: Consultant will engage Landlords, motel owners, property managers to increase interim and permanent housing opportunities**

| Activities | Metrics | Deliverables |
|---|---|---|
| Create a Landlord engagement plan with standard outreach, training, and support services across cohort. | Project Plan | 60 days after contract execution |
| **Activities** | **Metrics** | **Deliverables** |
| Establish partnership/agreements with motel owners and Landlords, property managers to increase interim and permanent housing opportunities | Number of Landlords, property managers engaged to increase permanent housing | 4nd Quarter<br>150 Landlords,1-15 at each session, with 10% retention goal |
| | Number of agreements executed to increase permanent housing | 18 Months<br>10 Agreements |
| | Number of Motel/interim housing operators engaged to increase interim housing | End of 1st Quarter<br>3 Operators |
| | Number of agreements executed to increase interim housing | 2nd Quarter<br>3 Agreements |

**Task V: Establish and Implement the Interim Housing and Short-term Rental Assistance Programs**

| Activities | Metrics | Deliverables |
|---|---|---|
| Motel vouchers | Number of new motel locations providing interim housing | 3th Quarter<br>3 motels |
| | Number of new rooms secured for interim housing | 3th Quarter<br>15 new rooms |
| | Number of individuals and family members newly enrolled during report period (unduplicated) | 12-16 Months<br>60-100 individuals |
| | Number of individuals and family members active in the program during report period (unduplicated) | 12-16 Months<br>60-100 individuals |

| | | |
|---|---|---|
| | Number individuals and family members who exited to any destination during report period (unduplicated) | 16-18 Months<br>50 individuals |
| | Number of individuals and family members who exited to permanent housing destination during report period (unduplicated) | 16-18 Months<br>10 individuals |
| Short-term Rental Assistance Program with supportive services targeting lower/medium acuity clients. | Number of individuals and family members newly enrolled in the program during report period (unduplicated) | 3rd Quarter<br>30 (10 per site) |
| | Number of individuals and family members active in the program during the report period (unduplicated) | 4th Quarter<br>60 individuals |
| | Number of individuals and family members who exit short-term rental assistance program (unduplicated) | 12-15 Months<br>60 individuals |
| | Number of individuals and family members who obtained employment (unduplicated) | 15-18 Months<br>15 individuals |
| | Number of individuals and family members who were connected to benefits (unduplicated) | 3rd Quarter<br>60 individuals |
| | Number of individuals and family members who retained permanent housing (reached the 6-month retention milestone from date of placement) after exiting rapid rehousing | 12-18 Months<br>Unknown |
| | Number of individuals and family members placed in short-term rental assistance program who were eligible to meet the 6-month retention milestone (DENOMINATOR FOR ABOVE METRIC) | 12-18 Months<br>30 individuals |
| | Number of individuals and family members who retained housing (reached the 12-month retention milestone from date of placement) | 15-18 Months<br>Unknown |
| | Number of individuals and family members placed in permanent housing who were eligible to meet the 12-month retention milestone (Denominator for the above metric) | 12-18 Months<br>30 individuals |
| | Number of Security Deposits provided | 25 Deposits |

**Task VI: Establish Access Center, Navigation Center and Services Program**

| Activities | Metrics | Deliverables |
|---|---|---|
| Establish an Access Center to centralize | Access Center location(s) | 2nd Quarter<br>1 in El Monte |

STATEMENT OF WORK

| | | |
|---|---|---|
| homeless prevention activities | Number of individuals and family members served at access center location (unduplicated) | 4th Quarter<br>Note: Funds ($5,000) allocated to El Monte Access Center, please clarify amount of allocation |
| | Number of individuals and family members connected to services during the report period (unduplicated) | 12-15 Months<br>N/A<br>Note: Funds ($5,000) allocated to El Monte Access Center, please clarify amount of allocation |
| Establish available lockers and connection to laundry facility | Number of lockers available at the navigation center | 2nd Quarter<br>30 individuals |
| | Number of individuals and family members utilizing lockers during the report period. (unduplicated) | 18 Months<br>100 individuals |
| | Number of individuals and family members accessing laundry services (unduplicated) | 18 Months, or 33 per quarter, 200 Individuals Total |
| Installation of Shower Facilities | Number of shower stalls provided to serve individuals and families experiencing homelessness | 2rd Quarter<br>4 stalls per site, at 3 sites, 12 Total |
| | Number of individuals and family members accessing shower facilities during report period. (unduplicated) | 4th Quarter<br>30 individuals per Quarter Avg, 180 Total |
| | Number of days in the report period that showers were made available to people experiencing homelessness | 15-18 Month<br>30 per Quarter Avg, 180 Total |
| Establish a Prevention/Diversion Program to offer | Number of individuals and family members received prevention/diversion services (unduplicated) | 4th Quarter<br>60-100 individuals |

| | | |
|---|---|---|
| rental assistance/resources | Number of individuals and family members prevented from becoming homeless during report period (unduplicated) | 15-18 Months<br>60 individuals |

**Task VII: Increase employment services**

| Activities | Target Outcome | Deliverables |
|---|---|---|
| Develop an employment/jobs plan among Cohort with a local hire model. | Employment/Job plan | 2nd Quarter<br>1 Plan for Cohort |
| Formalize partnership with non-profit agencies, who offer specialized employment/job development tools, and EDD to increase opportunity for clients to secure jobs and increase income. | Provide report on partnerships and employment opportunities created | 3th Quarter<br>Single Partnership |

**Task VIII: Regional Housing Trust Fund**

| Activities | Target Outcome | Deliverables |
|---|---|---|
| Support the establishment of a Regional Housing Trust Fund | Joint Powers Authority negotiations complete and RHTF established. | Narrative included in quarterly report describing progress toward formation of RHTF and involvement of Baldwin Park. |

**Section III. Staffing**

Provide description of staff roles that directly support the successful implementation of the funded program(s). Staff may include City personnel and/or City's sub-contractor(s)

**Program Name:** Baldwin Park, El Monte and South El Monte (Cohort) Homelessness Implementation Plan

| Entity | Title | Description of Key Activities |
|---|---|---|
| Baldwin Park | City Planner / Associate Planner | Oversight and coordination with Consultant in Assessment of Baldwin Park's Public or Private Land, Private Property, and valuate options to implement Land Use, Zoning, Affordable Housing Policy, and Hotel/Motel Conversions. Interact with City Council and Planning Commission |

STATEMENT OF WORK

| | | |
|---|---|---|
| | Community Development Director | Provide oversight of Employment Services and various PA 1 and PA 2 activities within the City of Baldwin Park |
| | Recreation and Community Services Director | Provide oversight and direction of Shower Program, Navigation and Lockers |
| | Housing Manager | Pursue funding to expand housing development, increase shelter options/services. |
| | Housing Specialist | Provide Interim Housing and Motel Vouchers |
| El Monte | Associate Planner | Oversight and coordination with Consultant in Assessment of El Monte's Public or Private Land, Private Property, and valuate options to implement Land Use, Zoning, Affordable Housing Policy, and Hotel/Motel Conversions. Interact with City Council and Planning Commission |
| | Housing Manager | Provide oversight of prevention/diversion and other PA 2 funded services, such as, short term rental assistance with supportive services |
| | Administrative Technician | Provide administrative support for PA1/PA 2 activities |
| South El Monte | Director of Community Development | Oversight and coordination with Consultant in Assessment of South El Monte's Public or Private Land, Private Property, and valuate options to implement Land Use, Zoning, Affordable Housing Policy, and Hotel/Motel Conversions. Interact with City Council and Planning Commission |
| | Deputy City Manager | Provide oversight of various PA1 and PA 2 activities within the City of South El Monte |
| | Community Services Executive | Provide direction and support for Housing Navigator/Case Manager within the City of South El Monte, Data collection and reporting. |
| Baldwin Park, El Monte, South El Monte | Development/Planning Consultant | Work directly with each cohort city to evaluate options to implement land use/zoning changes, such as Motel Conversion and Low-Income Fee Waivers for Accessory Dwelling Units. Consider aligning land use/zoning policies to match LA County. Evaluate the establishment of an inclusionary housing ordinance. For cities with their own Housing Authority, consider prioritizing Housing Choice Vouchers for persons experiencing [chronic] homelessness. |
| Baldwin Park, El Monte, South El Monte | Homeless Housing Coordinator | Within each cohort city, work with landlords to provide clarity on process to increase housing units, assistance with tenants (workshops for paperwork, education on unit maintenance, self-observation techniques, as well as provide quarterly observation |

| | | |
|---|---|---|
| | | site visits for recommendations of annual inspections to strengthen longevity in rental unit. Host lunch/dinner special informational events to attract new landlords. The program will overall establish and carry-out mutual objectives between landlord/tenant/city and County services leading to systemic improvements and securing the available units expeditiously. Coordination between cities and CES and regional county efforts is integral to successful implementation of Cohort Plans. Coordinator will serve to establishing the development of relationships with Motel vendors, landlords and property managers for rapid rehousing, and doing work to support creation of new housing/shelter. |
| Baldwin Park, El Monte, South El Monte | Development Consultant | Work with each cohort city to assess and appraise existing public or privately-owned land/property resources to determine the feasibility of use for interim or permanent housing. Prepare report of assessment findings. |
| Baldwin Park, El Monte, South El Monte | Housing Navigator/Case Manager | Provide support to residents at risk of, or experiencing homelessness to locate housing and connect to other housing services funded through PA 1/PA 2 |

STATEMENT OF WORK

**Section IV. Deliverables**

**Report Schedule**

| Deliverables | Due Dates |
|---|---|
| I. Provide copy of any agreements necessary to implement the funded program (MOU/Joint-Use). Subcontracted agreements necessary to implement the funded program in advance for County approval. | Within 60 days of contract execution (if an early payment is needed to start implementing the program, this deliverable can be submitted earlier) |
| II. Provide copy of any ADU Project Plans or related draft ordinances | Upon completion |
| III. Submit Quarterly Reports and supporting documents. | Within 30 days after each quarter of program implementation |
| IV. Submit Final Report | Prior to contract expiration |

| Reporting Period | Submit Report |
|---|---|
| Contract Execution – February 28, 2020 | March 31, 2020 |
| March 1, 2020 – May 31, 2020 | June 30, 2020 |
| June 1, 2020 – August 31, 2020 | September 30, 2020 |
| September 1, 2020 – November 30, 2020 | December 31, 2020 |
| December 1, 2020– February 28, 2021 | February 28, 2021 |

Quarterly Reports and Invoices shall be submitted to County Chief Executive Office - Homeless Initiative at the following email address: HomelessInitiativeCities@lacounty.gov

# PRICING SCHEDULE

**Total Contract Budget: $1,074,820**

The contract sum of **$698,400** for PA1 and PA2 activities to be paid by County of Los Angeles. The County will pay up to 1/4 of the total contract sum upon receipt of invoice and/or upon execution of the subcontracts necessary to perform contract services.

The allocated amount of **$376,420** for Regional Housing Trust Funds (RHTF) will be disbursed accordingly once operating budget has been established by City and approved by County, and official formation of RHTF. The County will pay $169,430 of the total allocated RHTF amount upon execution of the subcontracts to perform contract services.

*The remaining contract sum and RHTF amount shall be paid out based on reimbursable charges over the term of the agreement.*

| CITY PERSONNEL COSTS | Total Costs Not to Exceed |
|---|---|
| PA 1 – City Planner/Associate Planner (City of Baldwin Park) | $21,450 |
| PA 1 – Associate Planner (City of El Monte) | $11,324 |
| PA 1 – Director of Community Development (City of South El Monte) | $10,800 |
| SUBTOTAL (CITY PERSONNEL COSTS) | $43,574 |
| NON - PERSONNEL COSTS | |
| Sub-Contract/Consultant Costs: | **Total Costs Not to Exceed** |
| PA1 - Development/Planning Consultant | $ 30,000 |
| PA1 - Permanent Housing Capital Improvements | $ 30,000 |
| PA1 - Homeless Housing Coordinator | $ 81,200 |
| PA1 - Motel Vouchers for Interim Housing | $ 97,526 |
| PA1 - Short-Term Rental Assistance/Rapid Rehousing | $ 85,500 |
| PA1 - Development Consultant | $ 45,000 |
| PA2 - Prevention/Diversion Program | $ 87,000 |
| PA2 - Employment Services | $ 27,000 |
| PA2 - Landlord Engagement/Incentives Program | $ 25,000 |
| PA2 - Showers Program | $ 18,000 |
| PA2 - Navigation Center/Lockers | $ 30,000 |
| PA2 - Access Center | $ 5,000 |
| PA2 - Housing Navigation/Case Management | $ 93,600 |
| SUBTOTAL (NON - PERSONNEL COSTS) | **$ 654,826** |
| TOTAL (PA1/PA2 CITY PERSONNEL + NON-PERSONNEL COSTS) | $ 698,400 |

| REGIONAL HOUSING TRUST FUND (RHTF) | |
|---|---|
| RHTF Funds disbursed accordingly once operating budget has been established by City and approved by COUNTY, and official formation of RHTF. | $376,420 |
| **TOTAL CONTRACT SUM** | **$ 1,074,820** |

*Changes within line items and/or categories require written authorization from the County Project Manager. Written authorization may be defined to include letter, email, and fax. A contract amendment is not required for changes within line items and/or categories.

CITY MATCH COMMITMENT: $237,628

This section only applies to programs funded under Priority Area 2.

| PERSONNEL COSTS (City Personnel Only) | | |
|---|---|---|
| Position Title | No. of Hours to be worked over the life of contract (#FTE) | Total Cost to the City |
| Baldwin Park Personnel Costs | Community Development Director @$15,000 @$71.48p/hr x 11.5hrs p/month x18months=$14,796.36<br><br>Recreation and Community Services Director @ $7,600 @$86.85/hr x 4.8hrs p/month x18 mts=$7,503.84<br><br>Housing Manager @$14,400, @52.71/hr x 15hrs p/month x 18mts=$14,231.70<br><br>Housing Specialist @ $13,000. @$22.47/hr x 32hrs p/month x 18mts $126,165=$12,942.72 | $ 50,000 |
| City of El Monte | Housing Manager 278 Hrs. @ ($42.90 FTE) =$11,964; Administrative Technician, 968 Hrs. @ ($17.45 FTE) = $16,887 | $ 28,851 |
| City of South El Monte | Deputy City Manager 262 hrs. @ ($75.00 per hr. FTE= $19,657; and Community Services Executive, 308 Hrs. @ ($42.26 per hr. FTE) =$12,955 | $ 32,612 |
| **SUBTOTAL (City Personnel Only)** | | **$ 111,463** |
| NON - PERSONNEL COSTS | | |
| City Match Commitment to Program Services being performed by intern/volunteers (32hrs/month x 18months=576hrs) valued at $26/p/hr =$14,976. | | $ 14,976 |
| Baldwin Park<br>Office Space $2.50 sq.ft @585sq.ft. = $1,462 x18months=$26,325<br>Meeting Room $42 p/hr @8hrs per month= $6,048<br>Janitorial $50 x 18 months= $900 | | $ 40,093 |

| | |
|---|---|
| Utilities $50 x 18 months= $900<br>Internet $40 x 18 months= $720<br>Computer $550<br>Furniture $600<br>IT Services $45 p/hr @ 5hrs/month=$4,050<br>Total: $40,093 | |
| El Monte<br>Office Space $2.20 sq.ft @550 sq.ft. = $1,210 x18months=$21,780<br>Meeting Room $42 p/hr @8hrs per month= $6,048<br>Janitorial $50 x 18 months= $900<br>Utilities $50 x 18 months= $900<br>Internet $40 x 18 months= $720<br>Computer $550<br>Furniture $600<br>IT Services $45 p/hr @ 5hrs/month=$4,050.<br>Total= 35,548.00 | $ 35,548 |
| South El Monte<br>Office Space $2.20 sq.ft @550 sq.ft. = $1,210 x18months=$21,780<br>Meeting Room $42 p/hr @8hrs per month= $6,048<br>Janitorial $50 x 18 months= $900<br>Utilities $50 x 18 months= $900<br>Internet $40 x 18 months= $720<br>Computer $550<br>Furniture $600<br>IT Services $45 p/hr @ 5hrs/month=$4,050<br>Total: $35,548<br><br>Note* City Match Commitment to Program Services being performed by subcontracted providers @$40,000 (can be an additional match should it be deemed eligible, totaling city match to $75,548 and overall cohort match @$277,628) | $ 35,548 |
| **SUBTOTAL (NON- PERSONNEL COSTS)** | **$126,165** |
| **TOTAL CITY COMMITMENT** | **$237,628** |

EXHIBIT C

# CONTRACTOR'S EEO CERTIFICATION

City of Baldwin Park

Contractor Name

14403 E. Pacific Avenue, Baldwin Park, CA 91706

Address

95-6005574

Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

| | | | |
|---|---|---|---|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes ☒ | No ☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☒ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☒ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☒ | No ☐ |

Manuel Lozano, Mayor

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT D

# COUNTY'S ADMINISTRATION

CONTRACT NO. _____

**COUNTY PROJECT DIRECTOR:**

Name: Jerry Ramirez

Title: Manager, CEO

Address: 500 West Temple Street, Room 493

LA, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

**COUNTY PROJECT MANAGER:**

Name: Ashlee Oh

Title: Principle Analyst

Address: 500 West Temple Street, Room 493

Los Angeles, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: aoh@ceo.lacounty.gov

**COUNTY CONTRACT PROJECT MONITOR:**

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

EXHIBIT E

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME** City of Baldwin Park

**CONTRACT NO:** _____

**CONTRACTOR'S PROJECT MANAGER:**

Name: Manuel Carrillo Jr.

Title: Director of Recreation and Community Services

Address: 4100 Baldwin Park Boulevard, Baldwin Park, CA 91706

Telephone: (626)813-5245, Ext. 314

Facsimile: _____

E-Mail Address: mcarrillo@baldwinpark.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Manuel Lozano

Title: Mayor

Address: 14403 Pacific Avenue, Baldwin Park, CA 91706

Telephone: (626) 813-5201

Facsimile: _____

E-Mail Address: mlozano@baldwinpark.com

**Notices to Contractor shall be sent to the following:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

# CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME : City of Baldwin Park  Contract No._____

## GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

## CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

## CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: Manuel Lozano

POSITION: Mayor

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

## 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

## 2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

## 2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

## 2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H

# SAFELY SURRENDERED BABY LAW

EXHIBIT H

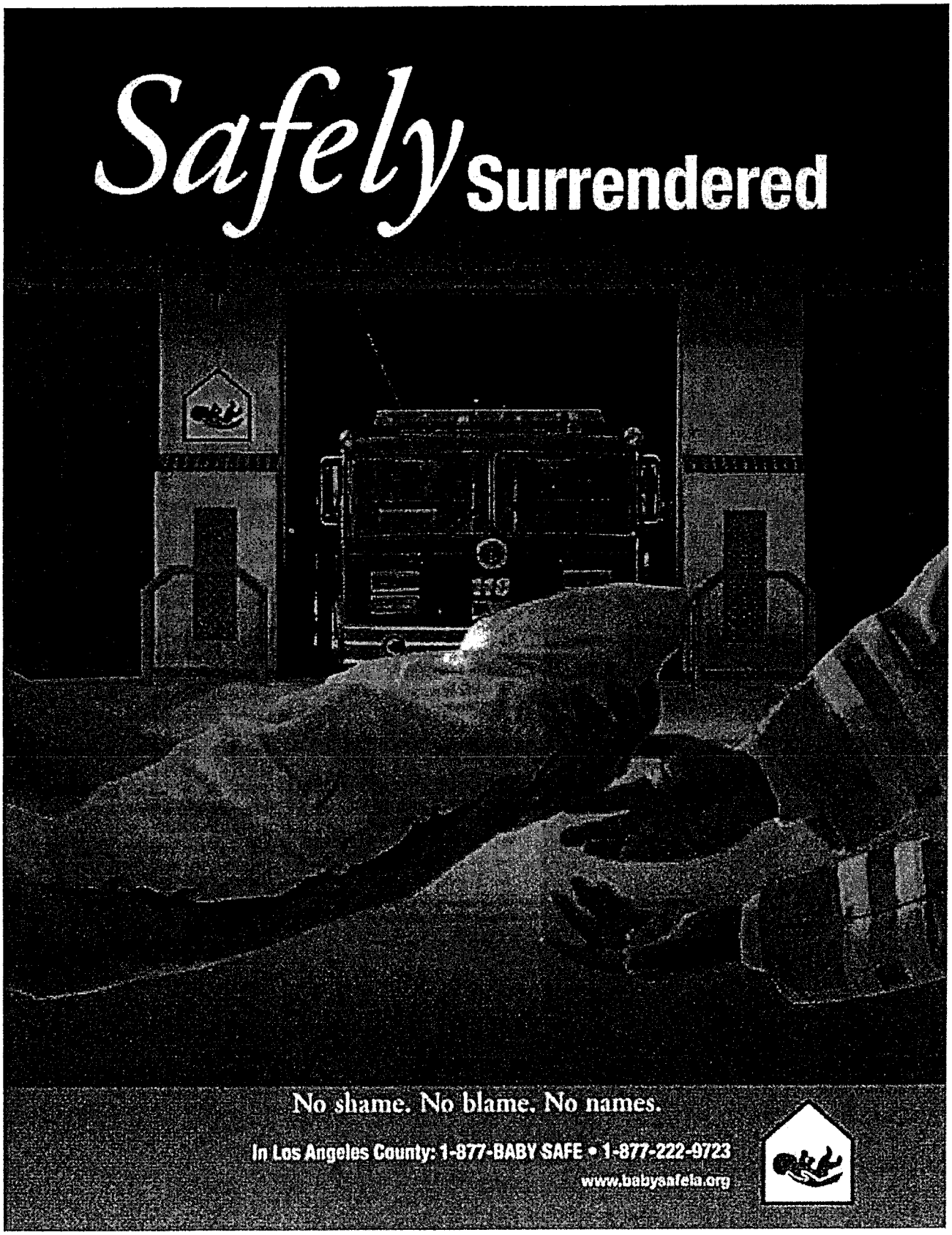

Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT H

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

[illegible]

*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.

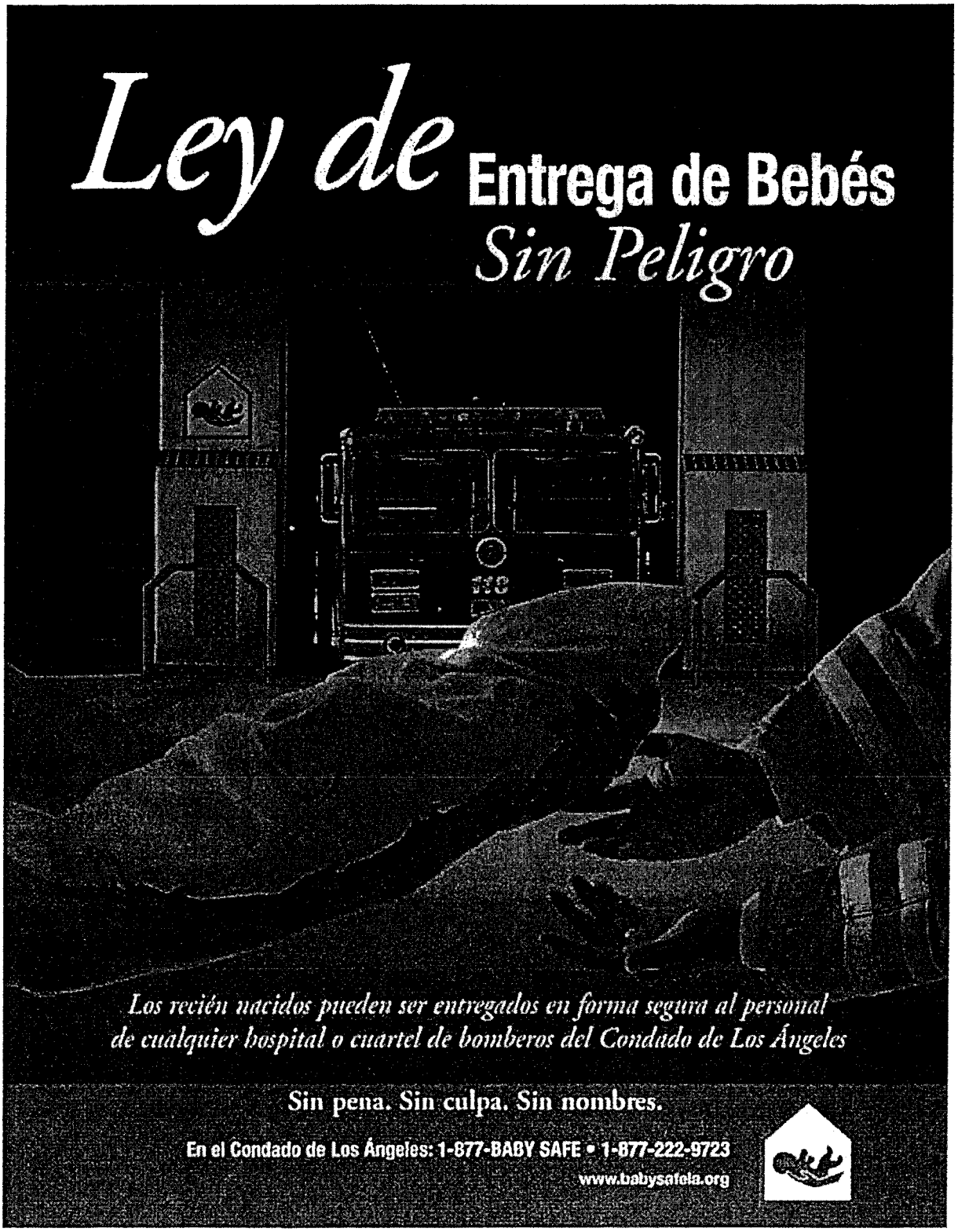
### Why is California doing this?

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.

EXHIBIT H


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

# *Ley de* Entrega de Bebés *Sin Peligro*

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

[illegible]

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## *Historia de un bebé*

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

# COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

| | | |
|---|---|---|
| Company Name: City of Baldwin Park | | |
| Company Address: 14403 E. Pacific Avenue, Baldwin Park, CA 91706 | | |
| City: Baldwin Park | State: CA | Zip Code: 91706 |
| Telephone Number: (626)813-5201 | Email address: mlozano@baldwinpark.com | |
| Solicitation/Contract for Cities Homeless Plans Implementation Services | | |

## PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

| | |
|---|---|
| Print Name: | Title: |
| Signature: | Date: |

ITEM NO. 6

**STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Manuel Carrillo Jr., Director of Recreation & Community Services

**DATE:** January 15, 2020

**SUBJECT:** Approval to Enter Into a Contract Agreement between the City of Baldwin Park and Los Angeles County- City Planning Grant Implementation of Cities Homeless Plans

## SUMMARY

The purpose of this report is to seek approval to enter into a contract agreement between the City of Baldwin Park and Los Angeles County- City Planning Grant Implementation of Cities Homeless Plan.

## FISCAL IMPACT

There is no fiscal impact to the City. The funding in the amount of $300,000 will be provided through grant funds from the Los Angeles County Homeless Initiative and United Way's Home for Good Funders Collaborative.

## RECOMMENDATION

Staff recommends that the City Council:

1). Approve the contract agreement between the City of Baldwin Park and Los Angeles County City Planning Grant Implementation of Cities Homeless Plan

2). Authorize the Director of Recreation and Community Services to execute further documents and reporting.

## BACKGROUND

On August 17, 2015, in response to the growing crisis of homelessness, the Los Angeles County Board of Supervisors launched the Homeless Initiative (HI) to prevent and combat homelessness which continues to pervade our communities. An unprecedented collaborative planning process resulted in a comprehensive plan consisting of 47 strategies, with four more strategies subsequently added. Recognizing the need to sustain the HI strategies, the Board of Supervisors approved the Measure H ordinance that identifies 21 of the 51 HI strategies as eligible for funding through Measure H. On March 7, 2017, the voters approved Measure H.

Since the inception of the HI in 2015, collaboration and engagement with the 88 cities in the County has been a major priority for the County. Cities play a critical role in ensuring that the impact of these strategies is maximized. Cities have jurisdiction over housing and land use for about 90% of the countywide population, and thus play a vital role in developing affordable housing and interim housing.

In 2017, the Board of Supervisors approved funding to cities to develop their own homelessness plans. In 2018, participating cities submitted their homelessness plans. In September 2018, the Board of Supervisors approved $9 million in Measure H funding for the HI and United Way Home for Good Funders Collaborative to issue a Request for Proposals (RFP) for the cities to implement their homelessness plans, either as individual cities or multi-jurisdictional partners.

Based on the 2018 Point-in-Time Homeless Count (PIT Count) conducted by the Los Angeles Homeless Services Authority (LAHSA), the City of Baldwin Park has a homeless count of 289 individuals and family members.
The City of Baldwin Park's long-term vision is to create a system change and set in place efficiencies through policies and programs that will align with the County's. The City's five-year homeless plan sets the course for the city to further address the needs of its homeless residents and those who are at risk of homelessness, as well as to participate in regional solutions.

Since the completion of its homeless plan in 2018, the City of Baldwin Park has been working to combat homelessness and has developed a plan to:
• Coordinate Local Efforts to Respond to Homelessness
• Help Prevent Individuals and Families from Becoming Homeless
• Connect Case Management and Services to the Coordinated Entry System
• Expand Access to Workforce Development Programs to Increase Employment
• Explore Opportunities to Increase the Number of Units of Affordable/Supportive Housing
• Create Shelter Options in the City
• Create New Affordable/Supportive Housing

Baldwin Park, through its Department of Parks and Recreation and Community Services will achieve its vision in partnership with the San Gabriel Valley (SGV) Council of Governments (CoG), and the HI, with whom planning work is already underway.

The City, with the combination of City staff and consulting/technical services will build upon efforts included in the scope of work to include a much more substantive research and analysis, which will include community engagement, development of educational materials, and outreach, to address the following opportunities at the City level:

*Priority Area 1*:

1. ADU Ordinance:
Baldwin Park updated its Accessory Dwelling Unit (ADU) ordinance last year to align with State law but left it open to consider additional amendments related to reducing permit fees and providing other incentives, such as a subsidy to property owners who commit to renting to homeless individuals/households or voucher holder. Grant funding will be used to assess the feasibility of enhancing or making additional changes to the City's ADU ordinance to expand housing resources in the City.
2. Hotel/Motel Conversion:
The City will assess whether any local hotels/motels could be converted to housing for people experiencing homelessness.
3. Vacant or Underutilized Public and Private Land:
The City will identify vacant or underutilized public land that could be used for affordable/supportive housing. This includes City, County, and Caltrans property.
4. Scattered Site Housing:
The City will investigate the Scattered Site Housing, a housing development approach that can meet the needs of seniors and families with low-to-moderate incomes. Affordable housing developments can be used as a community revitalization tool, especially when units are built on scattered sites throughout the community.
5. Inclusionary Zoning/In-Lieu Fees:

The City will develop and implement guidance on best practices for maximizing affordable units on sites, including recommendations about opportunities associated inclusionary housing, in lieu fees, up-zoning, and reduced parking requirements.

Pricing Schedule: Total contract sum is $300,000 to be paid by County of Los Angeles. The County will pay up to 1/4 of the total contract sum amount upon execution of the subcontract(s) necessary to perform contract services. The remaining contract sum shall be paid out over the term of the agreement.

| PERSONNEL COSTS (City Personnel Only) | | | |
|---|---|---|---|
| **Staff Title** | **Number of Hours to be worked over the life of the contract (FTE)** | **Hourly Rate** | **Total Cost Not To Exceed** |
| Community Development Director | 391 | 76.56 | $ 30,000 |
| City Planner | 257 | 48.32 | $ 12,450 |
| Associate Planner | 245 | 36.70 | $ 9,000 |
| Management Analyst | 103 | 36.25 | $ 3,750 |
| Recreation and Community Services Director | 85 | 88.42 | $ 7,600 |
| Housing Manager | 267 | 53.76 | $ 14,400 |
| Housing Specialist | 567 | 22.91 | $ 13,000 |
| **SUBTOTAL (City Personnel Only)** | | | **$ 90,200** |
| **NON - PERSONNEL COSTS** | | | |
| Sub-Contract/Consultant Costs: | | | **Total Costs Not to Exceed** |
| Consultant/Vendor | | | $ 75,000 |
| Hotel/Motel Conversion | | | $ 20,000 |
| ADU Ordinance Study | | | $ 20,000 |
| GIS Mapping for Land Use | | | $ 40,800 |
| Inclusionary Zoning | | | $ 20,000 |
| Scattered Site Housing | | | $ 30,000 |
| | | | |
| Marketing Materials | | | $ 3,000 |
| Supplies | | | $ 500 |
| Food/Snacks | | | $ 500 |
| | | | |
| **SUBTOTAL (NON- PERSONNEL COSTS)** | | | **$ 209,800** |
| **TOTAL CONTRACT SUM** | | | **$ 300,000** |

## ALTERNATIVES

The alternative would to not sign the contract agreement.

## LEGAL REVIEW

This report has been reviewed and approved by the City Attorney's Office as to legal form and content.

## ATTACHMENTS

1). Attachment #1, Contract Agreement between the City of Baldwin Park and Los Angeles County City Planning Grant Implementation of Cities Homeless Plan.

# CONTRACT BY AND BETWEEN

# COUNTY OF LOS ANGELES

# AND

# CITY OF BALDWIN PARK

# FOR

# CITY PLANNING GRANT – YEAR 2
# IMPLEMENTATION OF CITIES HOMELESSNESS PLANS

**CONTRACT NUMBER: AO-19-6**

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**CONTRACT BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CITY OF BALDWIN PARK**

**FOR**

**CITY PLANNING GRANTS – YEAR 2**

**IMPLEMENTATION OF CITIES HOMELESSNESS PLANS**

This Contract is entered into this _____day of _____ 2019, by and between the County of Los Angeles (hereafter "County") and **City of Baldwin Park** (hereafter referred to as "Contractor"), to provide County with homeless services.

## RECITALS

**WHEREAS,** on September 4, 2018, the County Board of Supervisors delegated authority to the Chief Executive Officer to: 1) implement a solicitation process, in conjunction with United Way's Home for Good Funders Collaborative, in accordance with the Request for Proposal (RFP) Framework; and 2) negotiate, execute and if necessary, amend, reduce or terminate contracts with selected cities, following approval as to from by County Counsel; and

**WHEREAS,** on September 4, 2018, the County Board of Supervisors allocated $9 million of Measure H funding; and $3 million of State Homeless Emergency Aid Programs funding to support successful implementation of components from Cities Homelessness Plans that enhance effectiveness of County service systems for those experiencing or at-risk of experiencing homelessness and are eligible for such funding under applicable rules; and

**WHEREAS,** on May 7, 2019, the County Board of Supervisors was advised of Homeless Initiatives plan to execute contracts with cities to support implementation of their homelessness plans. The contracts will expire **eighteen (18) months** from the date of execution or at the end of February 2021, whichever is sooner; and

**WHEREAS**, on July 23, 2019, the Board of Supervisors waived County policy 5.015 for Measure H-funded contracts supporting the implementation of the cities' homelessness plans to permit cities to begin implementation of their homeless plans as soon as possible and authorized the CEO to reimburse each city up to one-quarter of the contract amount for allowable expenditures that are in line with contract requirements and incurred after the contract award notification, but prior to contract execution, so long as: 1) the tasks are consistent with the statement of work in the city's approved grant and contract; and, 2) the

expenses comply with all terms and conditions of the contract, are reimbursed after execution of the contract, and are submitted for review and approval by CEO; and

**WHEREAS,** the Los Angeles County, Homeless Initiative Unit and United Way, have reviewed the Contractor's proposal and approved providing **$300,000** to the Contractor for Homeless Plan Implementation services; and

**WHEREAS,** pursuant to Government Code section 26227, the County Board of Supervisors may appropriate and expend money to establish county programs or to fund other programs deemed to be necessary to meet the social needs of the population of the county.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

| | | |
|---|---|---|
| 1.1 | Exhibit A - | Statement of Work |
| 1.2 | Exhibit B - | Pricing Schedule |
| 1.3 | Exhibit C - | Contractor's EEO Certification |
| 1.4 | Exhibit D - | County's Administration |
| 1.5 | Exhibit E - | Contractor's Administration |
| 1.6 | Exhibit F - | Forms Required at the Time of Contract Execution |
| 1.7 | Exhibit G - | Jury Service Ordinance |
| 1.8 | Exhibit H - | Safely Surrendered Baby Law |
| 1.9 | Exhibit I - | Compliance with Fair Chance Employment Practices Certification |

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2 DEFINITIONS

### 2.1 Standard Definitions:

**2.1.1** The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 **City Planning Grants**: Year one funding was allocated by the County Board of Supervisors (Board) from Homeless Initiative Provisional Financing Uses (PFU) funds to support proposals that will result in a plan to prevent and combat homelessness for each city which receives a grant. To administer the grants, the Chief Executive Office partnered with the United Way Home for Good Funders Collaborative. Year two funding is being allocated by the Board from Measure H funds and Los Angeles Homeless Services Authority will provide State Homeless Emergency Aid Program Funds, to support the successful implementation of Cities Homeless Plans.

2.1.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

2.1.1.3 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.4 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions

pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.5 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.1.6 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

2.1.1.7 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.8 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.

2.1.1.9 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

2.1.1.10 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

2.1.1.11 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.12 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract

2.1.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.1.14 **United Way Home for Good Funders Collaborative:** a public-private partnership, which

collaborates on solutions to end homelessness in Los Angeles County.

## 3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

## 4 TERM OF CONTRACT

4.1 The term of this Contract shall commence upon execution by the County's Chief Executive Officer and shall expire in **eighteen (18) months, or on February 28, 2021**, whichever is sooner, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

## 5 CONTRACT SUM

### 5.1 Total Contract Sum

5.1.1 The Maximum Amount of this Contract shall be the amount set forth in Exhibit B (Pricing Schedule), for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract more than the maximum not-to-exceed cost will be borne by the Contractor.

### 5.2 Written Approval for Reimbursement

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

5.3 **Intentionally Omitted**

5.4 **No Payment for Services Provided Following Expiration-Termination of Contract**

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

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 All invoices under this Contract shall be addressed to the following and submitted electronically to the following email address:

**Homeless Initiative Unit**
**Los Angeles County Chief Executive Office**
**Hall of Administration**
**500 W. Temple Street, Rm 493**

Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov

5.5.5 **County Approval of Invoices**

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

5.6 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

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

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

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

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

## 6 ADMINISTRATION OF CONTRACT - COUNTY

### 6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### 6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

### 6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

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

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### 6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

## 7 ADMINISTRATION OF CONTRACT - CONTRACTOR

### 7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

### 7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

### 7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### 7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

### 7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the

satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

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

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**7.6 Confidentiality**

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert,

consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

## 8 STANDARD TERMS AND CONDITIONS

### 8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer or his/her designee.

8.1.2 For any change which does not materially affect the statement of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Manager and Contractor's Project Manager.

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or

change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer and his/her designee.

8.1.4 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer.

**8.2 Assignment and Delegation/Mergers or Acquisitions**

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

8.2. 2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

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

consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

**8.3 Authorization Warranty**

8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

**8.4 Budget Reductions**

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

## 8.5 Complaints

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.

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

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

## 8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

**8.7 Compliance with Civil Rights Laws**

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit C - Contractor's EEO Certification.

## 8.8 Compliance with the County's Jury Service Program

### 8.8.1 Jury Service Program:

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

### 8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor 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 contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "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 paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**8.9 Conflict of Interest**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor 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.

8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be

enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor 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 paragraph shall be a material breach of this Contract.

**8.10 Intentionally Omitted**

**8.11 Consideration of Hiring GAIN-GROW Participants**

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor 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 contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.12 Contractor Responsibility and Debarment**

8.12.1 **Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 **Chapter 2.202 of the County Code**

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

8.12.3 **Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, 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.

8.12.4 **Contractor Hearing Board**

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision,

which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. 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.

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

proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

**8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor 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 H, in a prominent position at the contractor's place of business. The contractor 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.

**8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 The contractor acknowledges that the 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.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract 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).

**8.15 County's Quality Assurance Plan**

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

**8.16 Damage to County Facilities, Buildings or Grounds**

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

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

## 8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

## 8.18 Facsimile Representations

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Contract Signature page, Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Contract.

## 8.19 Fair Labor Standards

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

## 8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## 8.21 Governing Law, Jurisdiction, and Venue

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

## 8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee,

partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

**8.23 Indemnification**

8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

**8.24 General Provisions for all Insurance Coverage**

**8.24.1** Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. 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 contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

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

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

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

**8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

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

construed as a waiver of any of the Required Insurance provisions.

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

**County of Los Angeles**
**Homeless Initiative Unit - INSURANCE**
**Chief Executive Office**
**Hall of Administration**
**500 W. Temple Street, Rm 493**
**Los Angeles, CA 90012**
**hiadmin@ceo.lacounty.gov**

**8.24.2.6** Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

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

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

### 8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County 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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

### 8.24.5 Failure to Maintain Insurance

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

### 8.24.6 Insurer Financial Ratings

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

### 8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 **Waivers of Subrogation**

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

8.24.9 **Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

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

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

8.24.11 **Claims Made Coverage**

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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **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.

8.24.14 **Alternative Risk Financing Programs**

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

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

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

**8.25 Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for

each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

**8.25.4.1 Sexual Misconduct Liability**

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

**8.25.4.2 Professional Liability-Errors and Omissions**

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years

following this Agreement's expiration, termination or cancellation.

## 8.26 Liquidated Damages

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

8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

**8.27 Most Favored Public Entity**

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

**8.28 Nondiscrimination and Affirmative Action**

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

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

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

8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

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

8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

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

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## 8.29 Non Exclusivity

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

## 8.30 Notice of Delays

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

## 8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

## 8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## 8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The contractor 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 H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

## 8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## 8.35 Prohibition Against Inducement or Persuasion

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

## 8.36 Public Records Act

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

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of

a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

**8.37 Publicity**

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

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

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

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

**8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment,

timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's

maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

**8.39 Recycled Bond Paper**

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

**8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

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

8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees. Any entity hired by Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's

proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

**County of Los Angeles**
**Homeless Initiative Unit - INSURANCE**
**Chief Executive Office**
**Hall of Administration**
**500 W. Temple Street, Rm 493**
**Los Angeles, CA 90012**
**hiadmin@ceo.lacounty.gov**

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue

debarment of the contractor, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

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

**8.43 Termination for Default**

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this

Contract and in either case, fails to demonstrate convincing progress toward a cure 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.

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

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

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the

provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.44 Termination for Improper Consideration**

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

8.44.2 The contractor 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 manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

**8.45 Termination for Insolvency**

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

8.45.1.1 Insolvency of the contractor. The contractor 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 contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

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

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**8.47 Termination for Non-Appropriation of Funds**

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

## 8.48 Validity

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

## 8.49 Waiver

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

## 8.50 Warranty Against Contingent Fees

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

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

## 8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of

this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

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

**8.53 Time Off for Voting**

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

**8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

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

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### 8.55 Compliance with Fair Chance Employment Practices

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

### 8.56 Compliance with the County Policy of Equity

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

## 9 UNIQUE TERMS AND CONDITIONS

### 9.1 Contractor Protection of Electronic County Information

#### 9.1.1 Data Encryption

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Health Insurance Portability and Accountability Act of 1996 (HIPPA), and implementing regulations, MI is defined in California Civil Code Section 56.05(j).

**a. Stored Data**

Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information

Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

**b. Transmitted Data**

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

**c. Certification**

The County must receive within ten (10) business days of its request, a certification from the Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set for the above. In additional, Contractor shall maintain a copy of any validation/attestation report that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 9.3.1(Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

## 9.2 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers,

employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By_____ _____
SACHI A. HAMAI Date
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By_____
KATHERINE M. BOWSER
Principal Deputy County Counsel

By City of Baldwin Park _____

Contractor

Signed:_____

Printed: Manuel Lozano_____

Title: Mayor_____

Tax Identification Number: 95-6005574

# City of Baldwin Park
# City Homelessness Plan Implementation Grant

## Section I. Overview

On August 17, 2015, in response to the growing crisis of homelessness, the Los Angeles County Board of Supervisors launched the Homeless Initiative (HI) to prevent and combat homelessness which continues to pervade our communities. An unprecedented collaborative planning process resulted in a comprehensive plan consisting of 47 strategies, with four more strategies subsequently added. Recognizing the need to sustain the HI strategies, the Board of Supervisors approved the Measure H ordinance that identifies 21 of the 51 HI strategies as eligible for funding through Measure H. On March 7, 2017, the voters approved Measure H.

Since the inception of the HI in 2015, collaboration and engagement with the 88 cities in the County has been a major priority for the County. Cities play a critical role in ensuring that the impact of these strategies is maximized. Cities have jurisdiction over housing and land use for about 90% of the countywide population, and thus play a vital role in developing affordable housing and interim housing.

In 2017, the Board of Supervisors approved funding to cities to develop their own homelessness plans. In 2018, participating cities submitted their homelessness plans. In September 2018, the Board of Supervisors approved $9 million in Measure H funding for the HI and United Way Home for Good Funders Collaborative to issue a Request for Proposals (RFP) for the cities to implement their homelessness plans, either as individual cities or multi-jurisdictional partners.

Based on the 2018 Point-in-Time Homeless Count (PIT Count) conducted by the Los Angeles Homeless Services Authority (LAHSA), the City of Baldwin Park has a homeless count of 289 individuals and family members.

The City of Baldwin Park's long-term vision is to create a system change and set in place efficiencies through policies and programs that will align with the County's. The City's five-year homeless plan sets the course for the city to further address the needs of its homeless residents and those who are at risk of homelessness, as well as to participate in regional solutions.

Specifically, the work that will be done as part of the multi-jurisdictional proposal with the cities of El Monte and South El Monte will support city efforts to coordinate and increase the capacity of existing programs and services, increase and better coordinate outreach and engagement activities, educate and build community support for homelessness best practices, and pursue resources that align with the goals set forth in the City's Homeless Plan, including increasing the number of shelter beds and affordable housing units within the city.

Since the completion of its homeless plan in 2018, the City of Baldwin Park has been working to combat homelessness and has developed a plan to: 1) increase the supply

of supportive and interim housing for people experiencing homelessness in their city; and 2) enhance the availability and access to homeless services in the city to prevent and combat homelessness (through multi-jurisdictional proposal).

Baldwin Park, through its Department of Parks and Recreation and Community Services will achieve its vision in partnership with the San Gabriel Valley (SGV) Council of Governments (CoG), and the HI, with whom planning work is already underway. The proposed project is a result of discussion between city leadership and stakeholders, and supports the city's goals and objectives as described below:

- Coordinate Local Efforts to Respond to Homelessness
- Help Prevent Individuals and Families from Becoming Homeless
- Connect Case Management and Services to the Coordinated Entry System
- Expand Access to Workforce Development Programs to Increase Employment
- Explore Opportunities to Increase the Number of Units of Affordable/Supportive Housing
- Create Shelter Options in the City
- Create New Affordable/Supportive Housing

**Section II. Objectives and Program Description**
Please check all that apply:

☒ Priority Area 1 - Increase the supply of supportive and interim housing for people experiencing homelessness

☐ Priority Area 2 - Enhance the effectiveness of County service systems for those experiencing and/or at-risk of homelessness.

***Priority Area 1***:

The City of Baldwin Park will secure technical assistance and consulting services to support a land assessment and feasibility study, and will include the following objectives:

- Develop and implement land acquisition strategies that will result in an increase in supportive housing supply
- Implement land use/zoning changes to reduce barriers to interim and permanent housing
- Achieve city compliance with CA Senate Bill 2
- Implement city policy changes that result in changes to increase the housing supply

The City, with the combination of City staff and consulting/technical services will build upon efforts included as part of multi-jurisdictional proposal with the Cities of El Monte and South El Monte and expand the scope of work to include a much more substantive

research and analysis, which will include community engagement, development of educational materials, and outreach, to address the following opportunities:

1. ADU Ordinance:
   Baldwin Park updated its Accessory Dwelling Unit (ADU) ordinance last year to align with State law but left it open to consider additional amendments related to reducing permit fees and providing other incentives, such as a subsidy to property owners who commit to renting to homeless individuals/households or voucher holder. Grant funding will be used to assess the feasibility of enhancing or making additional changes to the City's ADU ordinance to expand housing resources in the City.

2. Hotel/Motel Conversion:
   The City will assess whether any local hotels/motels could be converted to housing for people experiencing homelessness.

3. Vacant or Underutilized Public and Private Land:
   The City will identify vacant or underutilized public land that could be used for affordable/supportive housing. This includes City, County, and Caltrans property.

4. Scattered Site Housing:
   The City will investigate the Scattered Site Housing, a housing development approach that can meet the needs of seniors and families with low-to-moderate incomes. Affordable housing developments can be used as a community revitalization tool, especially when units are built on scattered sites throughout the community.

5. Inclusionary Zoning/In-Lieu Fees:
   The City will develop and implement guidance on best practices for maximizing affordable units on sites, including recommendations about opportunities associated inclusionary housing, in lieu fees, up-zoning, and reduced parking requirements.

The above referenced Priority Area 1 projects support the goals of the City of Baldwin Park and addresses the following HI strategies

- Strategy F6, Using Public Land for Homeless Housing
- Strategy F7, Preserve current affordable housing and promote the development of affordable housing for homeless families and individuals
- Strategy F4, Development of Second Dwelling Unit Pilot Program
- Strategy E8, Enhance the Emergency Shelter System.

## Section III. Tasks

**Task I: Develop the necessary agreements to implement the program.**

| Activities | Target Outcomes | Due Date |
|---|---|---|
| City of Baldwin Park will enter into a subcontract with a consultant to do implement Priority 1 activities identified above; submit draft copy of subcontractor agreement for County approval. | Executed Subcontractor Agreement | 60 days after contract execution. |

**Task II: ADU Ordinance Review by Consultant**

| Activities | Target Outcomes | Deliverables |
|---|---|---|
| Develop project plan and timeline for ADU Ordinance Review | Project plan and timeline for land and policy assessment. | Q1 |
| Review the existing ordinance and available documentation on the number and locations of existing ADUs to understand the potential to increase the supply of housing available to people experiencing homelessness. | Report on the number and locations of existing ADU's | Q2 |
| Conduct a review of ordinances that were established to incentivize housing to address homelessness in other jurisdictions. | Provide report on review of ordinance and policies with City staff and stakeholders, including recommendations for ordinance changes | Q4 |
| Meet with the Planning Department and Housing Authority to discuss potential changes to the ADU ordinance | Provide report on outcomes of discussion with staff and stakeholders. | Q1 |
| Develop ADU and/or Zoning Ordinance revisions | Final adopted ordinance (s) | Q5 |
| Conduct community meetings with property owners to explain ADUs as affordable and homeless housing options, in culturally competent terms. | Conduct three community meetings in both English and Spanish.<br>Make with presentation to Council | Q2 |

**Task III: Explore Hotel/Motel Conversion**

| Activities | Target Outcomes | Deliverables |
|---|---|---|
| Develop a list of hotels/motels located within the City. | Provide a report and presentation on findings for City Staff | Q2 |
| Determine whether any existing hotels/motels are viable candidates for conversion based on current utilization, analysis of current and potential proposed zoning, and alignment within the Housing Element | Prepare report and presentation on findings for City staff | Q4 |

**Task IV: Identify Vacant or Underutilized Public and Private Land to be used for Homeless Housing**

| Activities | Target Outcome | Deliverables |
|---|---|---|
| Research publicly-owned vacant and underutilized land with an emphasis on parcels close to transit and other amenities that would make them potentially suitable for housing development | Provide a report to City staff, including a list of publicly-owned vacant and underutilized land, citing feasibility for potential development, and/or recommendations | Q1 |
| Review the Housing Element site inventory and recommend changes, additions and deletions | Report to staff with recommendations | Q3 |
| Prepare guidance on best practices for maximizing affordable units on sites | Deliver report to City staff, including recommendations and a list of opportunities. | Q4 |

**Task V: Provide Assessment on feasibility of Scattered Site Housing**

| Activities | Target Outcome | Deliverables |
|---|---|---|
| Research Scattered Site Housing to determine if this is a feasible housing development approach for the City. | Deliver report to City staff, including recommendations and feasibility study relative to Scattered Site Housing opportunities. | Q2 |

**Task VI: Inclusionary Zoning/In-Lieu Fees**

| Activities | Target Outcome | Deliverables |
|---|---|---|
| Research best practices for maximizing siting of affordable housing, including recommendations about opportunities associated with inclusionary housing, in-lieu fees, up-zoning, and reduced parking requirements. | Deliver report to City staff including recommendations about opportunities associated inclusionary housing | Q3 |

**Section IV. Staffing**

Provide description of staff roles that directly support the successful implementation of the funded program(s). Staff may include City personnel and/or City's sub-contractor(s)

**Program Name:** Baldwin Park Homelessness Implementation Plan

| Entity | Title | Description of Key Activities |
|---|---|---|
| Baldwin Park | Community Development Director | Project Administrator |
| Baldwin Park | City Planner | Research and analysis, reports, liaison with community, staff support |
| Baldwin Park | Associate Planner | Research and analysis, staff support |
| Baldwin Park | Economic Development Director | Research and analysis, staff support |
| Baldwin Park | Recreation and Community Services Director | Liaison with community, and non-profit agencies, and County, |
| Baldwin Park | Housing Manager | Liaison with community for landlord engagement, scatter site housing models, and CIP. |
| Baldwin Park | Housing Specialist | Research and analysis, staff support |

**Section V. Deliverables**

**Report Schedule**

<table>
<tr><th>Deliverables</th><th>Due Dates</th></tr>
<tr><td>I. Provide copy of any agreements necessary to implement the funded program; submit copies of draft subcontractor agreements for County approval.</td><td>Within 60 days of contract execution (if an early payment is needed to start implementing the program, this deliverable can be submitted earlier)</td></tr>
<tr><td>II. Submit Quarterly Reports and supporting documents.</td><td><table>
<tr><th>Reporting Period<br>Dates to depend on the date of contract execution</th><th>Submit Report</th></tr>
<tr><td>Contract Execution date - November 30, 2019</td><td>December 31, 2019</td></tr>
<tr><td>December 1, 2019– February 28, 2020</td><td>March 31, 2020</td></tr>
<tr><td>March 1, 2020 - May 31, 2020</td><td>June 30, 2020</td></tr>
<tr><td>June 1, 2020 – August 31, 2020</td><td>September 30, 2020</td></tr>
<tr><td>September 1, 2020 – November 30, 2020</td><td>December 31, 2020</td></tr>
<tr><td>December 1, 2020 – February, 2021</td><td>February 28, 2021</td></tr>
</table></td></tr>
<tr><td>III. Submit Final Report</td><td>Prior to contract expiration</td></tr>
</table>

Quarterly Reports and Invoices shall be submitted to County Chief Executive Office - Homeless Initiative at the following email address: HomelessInitiativeCities@lacounty.gov

## PRICING SCHEDULE

Total contract sum is **$300,000** to be paid by County of Los Angeles. The County will pay up to 1/4 of the total contract sum amount upon execution of the subcontract(s) necessary to perform contract services. The remaining contract sum shall be paid out over the term of the agreement.

| PERSONNEL COSTS (City Personnel Only) | | | |
|---|---|---|---|
| **Staff Title** | **Number of Hours to be worked over the life of the contract (FTE)** | **Hourly Rate** | **Total Cost Not To Exceed** |
| Community Development Director | 391 | 76.56 | $ 30,000 |
| City Planner | 257 | 48.32 | $ 12,450 |
| Associate Planner | 245 | 36.70 | $ 9,000 |
| Management Analyst | 103 | 36.25 | $ 3,750 |
| Recreation and Community Services Director | 85 | 88.42 | $ 7,600 |
| Housing Manager | 267 | 53.76 | $ 14,400 |
| Housing Specialist | 567 | 22.91 | $ 13,000 |
| SUBTOTAL (City Personnel Only) | | | **$ 90,200** |
| NON - PERSONNEL COSTS | | | |
| Sub-Contract/Consultant Costs: | | | **Total Costs Not to Exceed** |
| Consultant/Vendor | | | $ 75,000 |
| Hotel/Motel Conversion | | | $ 20,000 |
| ADU Ordinance Study | | | $ 20,000 |
| GIS Mapping for Land Use | | | $ 40,800 |
| Inclusionary Zoning | | | $ 20,000 |
| Scattered Site Housing | | | $ 30,000 |
| | | | |
| Marketing Materials | | | $ 3,000 |
| Supplies | | | $ 500 |
| Food/Snacks | | | $ 500 |
| | | | |
| SUBTOTAL (NON- PERSONNEL COSTS) | | | **$ 209,800** |
| **TOTAL CONTRACT SUM** | | | **$ 300,000** |

EXHIBIT C

# CONTRACTOR'S EEO CERTIFICATION

City of Baldwin Park

Contractor Name

14403 E. Pacific Avenue, Baldwin Park , CA 91706

Address

95-6005574

Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

| | | | |
|---|---|---|---|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes ☒ | No ☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☒ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☒ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☒ | No ☐ |

Manuel Lozano, Mayor

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

# COUNTY'S ADMINISTRATION

CONTRACT NO. _____

**COUNTY PROJECT DIRECTOR:**

Name: Jerry Ramirez

Title: Manager, CEO

Address: 500 West Temple Street, Room 493
LA, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

**COUNTY PROJECT MANAGER:**

Name: Ashlee Oh

Title: Principle Analyst

Address: 500 West Temple Street, Room 493
Los Angeles, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: aoh@ceo.lacounty.gov

**COUNTY CONTRACT PROJECT MONITOR:**

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

EXHIBIT E

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME** City of Baldwin Park

**CONTRACT NO:** _____

**CONTRACTOR'S PROJECT MANAGER:**

Name: Manuel Carrillo Jr.

Title: Director of Recreation and Community Services

Address: 4100 Baldwin Park Boulevard, Baldwin Park, CA 91706

Telephone: (626) 813-5245 Ext. 314

Facsimile: _____

E-Mail Address: mcarrillo@baldwinpark.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Manuel Lozano

Title: Mayor

Address: 14403 E. Pacific Avenue, Baldwin Park, CA 91706

Telephone: (626)813-5201

Facsimile: _____

E-Mail Address: mlozano@baldwinpark.com

**Notices to Contractor shall be sent to the following:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

## CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME : City of Baldwin Park  Contract No._____

### GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

### CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

### CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: Manuel Lozano

POSITION: Mayor

EXHIBIT G

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

## 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

## 2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

## 2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

## 2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H

# SAFELY SURRENDERED BABY LAW

EXHIBIT H

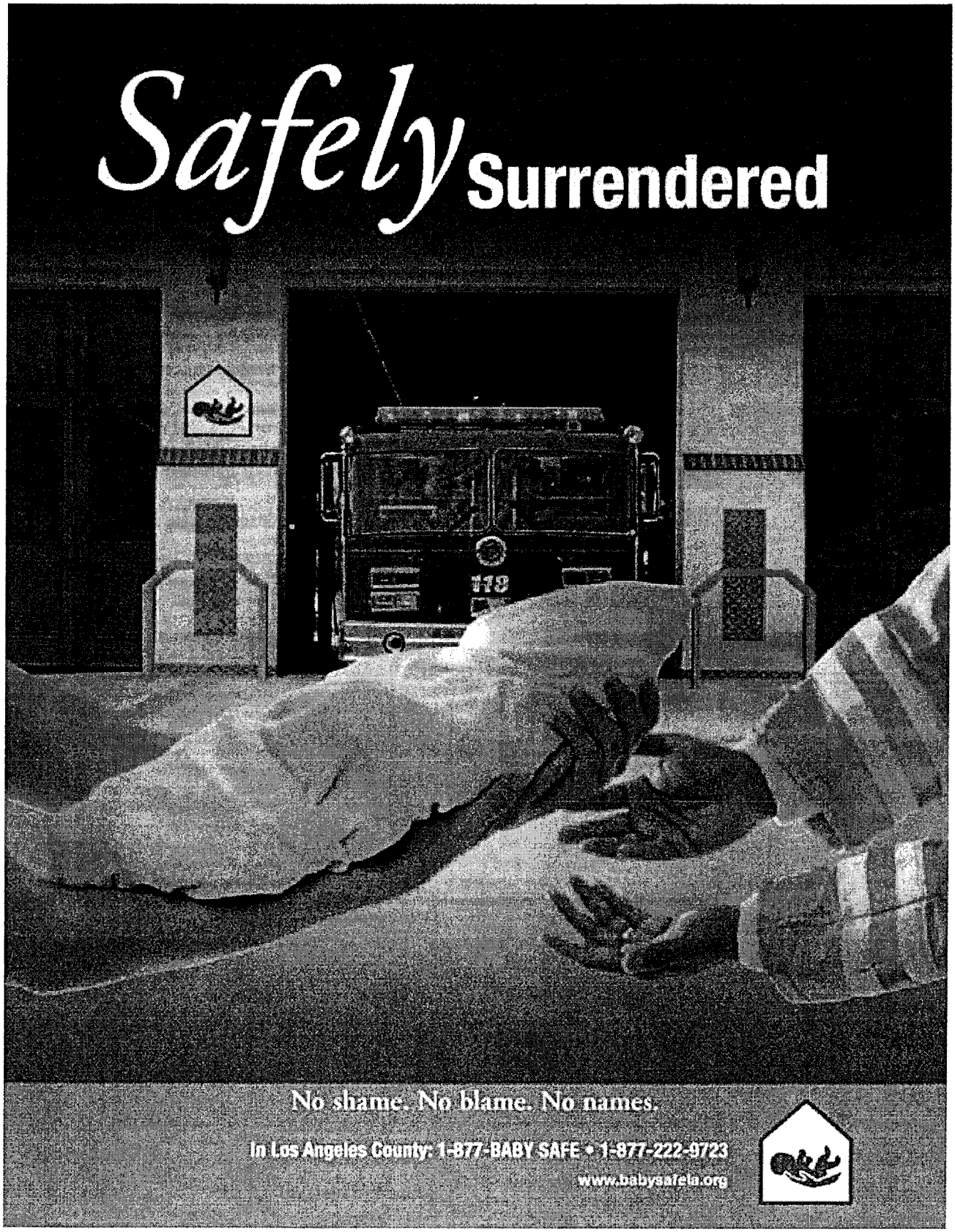

Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT H

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody of a child within days of birth to remain anonymous if permission is given to surrender a baby. As long as the baby is three days (72 hours) old 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.

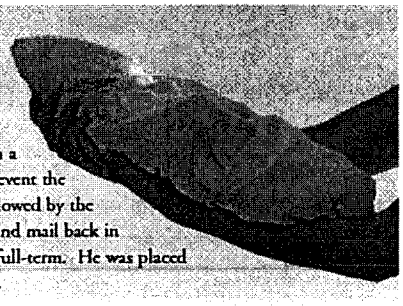
### What happens to the parent or surrendering adult?

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?

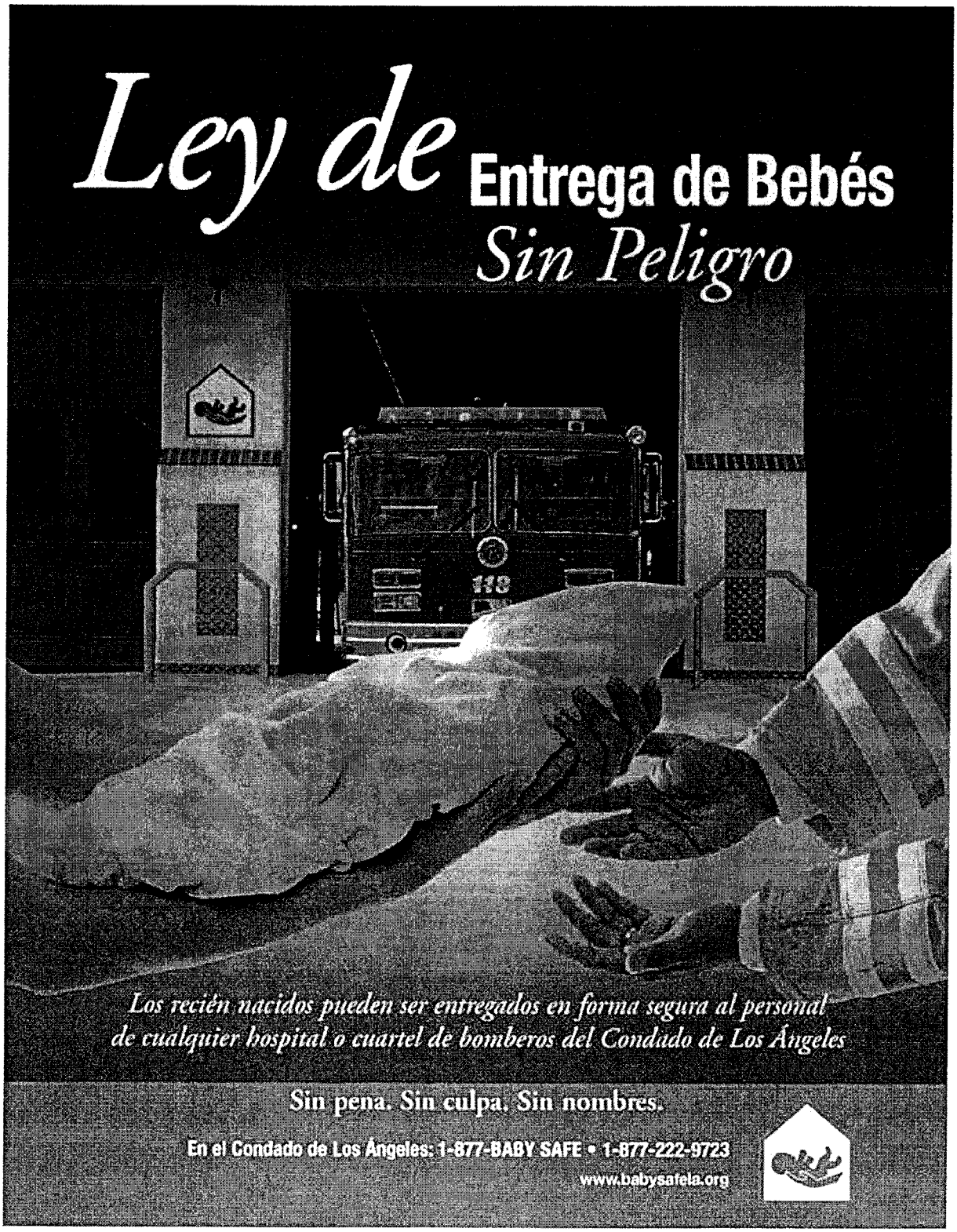
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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.

EXHIBIT H


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

# *Ley de* Entrega de Bebés *Sin Peligro*

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

[illegible]

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## *Historia de un bebé*

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

# COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

| | | |
|---|---|---|
| Company Name: City of Baldwin Park | | |
| Company Address: 14403 E. Pacific Avenue, Baldwin Park, CA 91076 | | |
| City: Baldwin Park | State: CA | Zip Code: 91706 |
| Telephone Number: (626) 813-5201 | Email address: mlozano@baldwinpark.com | |
| Solicitation/Contract for Homeless Plan Implementation Services | | |

## PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

| | |
|---|---|
| Print Name: Manuel Lozano | Title: Mayor |
| Signature: | Date: |

ITEM NO. 7

**STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Manuel Carrillo Jr., Director of Recreation & Community Services

**DATE:** January 15, 2020

**SUBJECT:** Approval to Enter Into an MOU Agreement between the City of Baldwin Park and California Mental Health Connection

## SUMMARY

The purpose of this report is to seek a two (2) year Memorandum of Understanding agreement between California Mental Health Connection and the City of Baldwin Park's Teri G. Muse Family Service Center.

## FISCAL IMPACT

There is no fiscal impact to the City.

## RECOMMENDATION

Staff recommends that the City Council:

1). Authorize the Director of Recreation and Community Service to execute the Memorandum of Understanding between California Mental Health Connection and the City of Baldwin Park's Teri G. Muse Family Service Center for the use of facility.

## BACKGROUND

The City of Baldwin Park's Teri G. Muse Family Service Center is a central facility for non-profit agencies to offer valuable social, health, and human services to residents of Baldwin Park. On site services include job placement, homeless prevention, after school reading program, parenting classes, health programs for individuals and families and college preparation services for youth.

In 2014, California Mental Health Connection began providing a variety of seasonal programs and services to Baldwin Park residents at a free or reduced rate. Due to the demand of mental health service needs in the community the City of Baldwin Park is interested in expanding the collaboration with California Mental Health to provide ongoing services (year-round) to increase the access to mental health services to the community.

California Mental Health Connection is a non-profit support group that helps individuals and families to those who suffer from Mental illness with complex trauma, and /or co-occurring disorders to alleviate emotional pain. These services are vital to the residents or the community.
Within this agreement California Mental Health Connection agrees to provide the following programs/services:

- Victims Assistance Program -The Victims Assistance Program is a partnership with the State of California to assist individuals who have been the victim of a crime, witnessed a crime, and/or the immediate or surviving family member of the party associated with the crime. This program offers assistance with trauma that follows after experiencing a crime. Many crime victims may not realize they are entitled to financial assistance to aid them during their recovery process. Our therapists will assist you with your distress and help you apply for

financial assistance through the State of California. *Please call to schedule an individualized assessment to see what type of specialist will be the best for your case needs.

- Youth Art Program –The Youth Art Program is designed for the intervention of at-risk youth who present the first signs of problems at school, undergo cyber bullying, harassment, depression, or negative influence. The Open group meets for fifty-two (52) sessions.
- Domestic Violence Groups –The Domestic Violence Groups is a safe, non-threatening place for the domestic victims to come share their pain, their frustrations, and their abuse experience to heal from toxic relations and become violence free.
- Court Mandated Programs-
    - Anger Management - Provides an individualized experience with the option of 16 or 32 sessions as well as accommodate in a group setting of at least 8 other peers to work on anger management issues. Professional staff will provide you with the necessary court report requirements.
    - Domestic Violence –Offers (2) two groups for the fifty-two (52) court-mandated sessions for perpetrators, which allows the individual two (2) hours a week sessions. We also provide a women's group which takes place year-round, every Tuesday to work on co-dependent issues and destructive relationships. We provide you with the necessary Court/DCFS reports requirements, as well as support in coping with the aftermath of surviving violence.
    - Substance abuse -Substance abuse counselors and 12-step substance abuse counseling for alcohol and drugs will provide you with the necessary court report requirements.
    - Parenting-The parenting conflict resolution class is in English/Spanish for stronger bonding and conflict resolution. The class is a 16 sixteen sessions class.

- Immigration Reports (U-VISA) –Service for victim of a crime, California Mental Health Connection can assist you with your U-Visa process by working with your immigration attorney or clinic on your assessment reports, letters of support and other legal requirements that mental health professionals can provide you with. Victims of various types of crimes are able to submit an application to be granted temporary legal status, as well as the eligibility to legally work in the U.S. for up to four (4) years. This application may also include immediate family members to include husbands, wives, step-parents and children 18 years old and younger.

- Schools Prevention & Early Intervention Counseling -Therapists are available at school locations throughout the regular school session to provide prevention of sexual abuse, domestic violence and substance abuse. Therapist and case managers will work with school resources to support the academic success and the decrease of academic problems due to sexual abuse, domestic violence and substance abuse.

- Complex Trauma Training - Every year during spring, California Mental Health Connection provides therapists who are interested, in specializing in complex trauma and U visas with specialized professors from mental health and the legal system to work together in this one day event.

## ALTERNATIVES

There alternative would to not sign the agreement.

## LEGAL REVIEW

This report has been reviewed and approved by the City Attorney's Office as to legal form and content.

## ATTACHMENTS

1). Attachment #1, Memorandum of Understanding between California Mental Health Connection and the City of Baldwin Park's Teri G. Muse Family Service Center.

Memorandum of Undertstanding

This Memorandum of Understaning (this "M.O.U.) is the an agreement between California Mental Health Connection and The City of Baldwin Park's Teri G. Muse Family Service Center, a California, Baldwin Park ("California Health Connection and the City of Baldwin Park, a municipal corporation ("City"). The purpuse of this M.O.U. is to establish and maintian an effective working relationship between the parties and to develop the means of whicy City and California Mental Health Connection will coordinate to provide needed culturally competent services to individuals and their families within the community.

**City agrees to be committed to provide the following services and /or resources:**

-Provide office space for counseling services at City, as reasonably determined by City's Chief Executive Officer, or his/her designee

-City staff will maintain strict confidentiality of all client informaiton according to professional, Federal, Sate and local government standards.

**California Mental Health Connection agrees to provide the following services and/or resources:**

-Provide low cost or no cost counseling services to qualfied members of the community. The number of qualified clients to be seen will be at the discretion of the California Mental Health Connection Board of Directors.

-In collaboration with our Psychiatric Social Worker, California Mental Health Connection will provide group supervision to the mental health interns on a weekly basis.

- Provide clinical consultation for counseling services.

-Students will carry their own malpractice/liability insurance through their university.

This M.O.U will commence January 15, 2020 with options to renew. California Mental Health Connection and City can automatically renew this M.O.U on a year-to-year basis, by and amendment signed on behalf of both parties or either party may terminate this M.O.U with a 30-day written notice to the other party.

The responsibilities are confirmed and authorized byt the following signatures.

| | |
|---|---|
| _____ | Elisa K. Jimenez |
| Manuel Lozano, Mayor | Eliza Jimenez, Director<br>California Mental Health Connecitons |
| _____ | 01.15.20 |
| Date | Date |

ITEM NO. 8

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Sam Gutierrez, Director of Public Works

**DATE:** January 15, 2020

**SUBJECT:** **Adopt Resolution No. 2020-001, "A Resolution of the City Council of the City of Baldwin Park, California, Authorizing Participation in the San Gabriel Valley Council of Governments' (SGVCOG) Bike Share Regional Pilot Program and Approving the Installation of Bike Share Stations at Various Locations Citywide".**

## SUMMARY

This report is requesting City Council consideration and adoption of Resolution 2020-001, which will authorize the City to participate in a Regional Pilot Program led by the San Gabriel Valley Council of Governments (SGVCOG). The Resolution will also approve the installation of several bike sharing stations at various locations Citywide.

## RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2020-001, **"A Resolution of the City Council of the City of Baldwin Park, California, Authorizing Participation in the San Gabriel Valley Council of Governments (SGVCOG) Regional Pilot Program for Bike Sharing and Approving the Installation of Bike Share Stations at Various Locations Citywide".**

## FISCAL IMPACT

Participation in the Regional Pilot Program will be at no cost to the City. Consequently, there is no fiscal impact as a result of adopting Resolution No. 2020-001.

## BACKGROUND

SGVCOG was awarded funding in 2016 to implement a regional bike share pilot program ("Regional Pilot Program"). The program would deploy a minimum of 840 bicycles and 84 stations in 15 jurisdictions within the San Gabriel Valley. Fifty percent of these bicycles will serve disadvantaged communities including the City of Baldwin Park. On September 18, 2018, the City of Baldwin Park submitted a letter to SGVCOG stating its desire to participate in the Regional Pilot Program in response to a call soliciting letters of participation from San Gabriel Valley cities. Thirteen other cities and unincorporated areas within the County of Los Angeles also submitted letters of participation.

In September 2018, SGVCOG initiated a joint request for proposals including all participating cities to procure a sole vendor to implement the pilot program for the fifteen participating jurisdictions in the region. The SGVCOG received proposals from 6 e-bike share companies: Bewegen Tech, Gotcha Media Holdings, LLC, HopR, Jump by Uber, Ride On, and Veoride. A Technical Evaluation Committee (TEC) that included staff from the SGVCOG and the cities of Pasadena, San Dimas, and South Pasadena reviewed the proposals for the following criteria:

- Experience, knowledge, and financial stability in operating a bike share system
- Understanding of the region's need related to providing bicycle parking and services to disadvantaged communities
- Demonstration of innovative business models, technology advances, and tested approaches

- Demonstrated success in working collaboratively with municipalities or institutional partners
- Bicycle safety and convenience features
- Demonstrated success in data access and reporting and security

Based on these criteria and other factors such as the submitted proposal, interview performance and product testing, the TEC selected Gotcha Media Holdings, LLC (Gotcha) as the preferred operator. Gotcha's precise location tracking technology allows the company to see whether the bicycles were dropped-off by users at the appropriate stations.

**DISCUSSION**

Proposed Resolution No. 2020-001 would authorize the formation and establishment of a shared mobility program for bike sharing on a pilot basis, for a term of one year (pilot term). The program would be operated by Gotcha, the selected operator, which would be allowed to deploy "Class 1" and/or "Class 2" electric powered bicycles within the City at strategic locations as approved by the City Council. No other type of shared mobility device – including e-scooters – would be authorized under this Resolution. Since "shared" mobility programs are still an evolving and largely an experimental mode of social transportation, adopting this resolution would enable the City of Baldwin Park to more accurately gauge the scope and scale in terms of their impact to rights-of-way, business and the general public.

Staff is working with SGVCOG on identifying sites for the bike share stations and is finalizing program information, including program pricing and opportunities for those users without a smart phone and/or credit card to utilize the program. Once completed, a Memorandum of Agreement (MOA) with SGVCOG will be drafted and be brought before the City Council for consideration approval. That document will outline the expectations of SGVCOG and City Staff in terms of the implementation of the City's Bike Share Program in relation to SGVCOG's Regional Pilot Program. The MOA will establish minimum operating requirements related to maintenance, education, safety, customer service, data sharing and insurance/ indemnification, as well as, identify a broader list of recommended program components through which the program operator can be evaluated during the one-year pilot term. In addition, the MOA will contain conditions allowing the City to enforce local, regional and state laws to ensure enforcement action such as the removal of bikes and racks should they become a nuisance, obstruction, or hazard to the health and safety of the general public. At the end of the pilot term a final report will be prepared and shared with the City Council. The report will evaluate the program's performance during the pilot term and provide findings and recommendations for the viability of an extended, permanent program.

Gotcha will be the sole bike share operator of the pilot program at this time. If the Pilot Program proves to be successful, it may be expanded to allow additional bike share operators and other shared mobility devices (i.e. scooters) or other developing modes of social transportation. This may include revisions to the City's Municipal Code intended to address the future operating requirements and program components and to provide flexibility during the life of the program.

**ENVIRONMENTAL**

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" under Section 15378(b)(5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment.

**ALTERNATIVES**

1. The City Council may choose not to adopt Resolution 2020-001.

2. Provide Staff with alternative direction.

## LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

## ATTACHMENTS

1. Resolution No. 2020-001

RESOLUTION NO. 2020-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' (SGVCOG) BIKE SHARE REGIONAL PILOT PROGRAM AND APPROVING THE INSTALLATION OF BIKE SHARE STATIONS AT VARIOUS LOCATIONS CITYWIDE

WHEREAS, The City of Baldwin Park is enhancing mobility and access, easing traffic congestion, promoting sustainability through initiation of a Pilot Bike share program committed to the long-range goal of protecting the natural environment, increasing sustainability efforts, and improving overall quality of life; and,

WHEREAS, the City shall also balance the benefits of shared mobility alternatives with its obligation to protecting the City as well as protecting the health, safety and welfare of those who may use or may be impacted by the use of these shared mobility alternatives on City streets, roads, sidewalks, facilities and other public rights of way. This includes, but is not limited to, City obligations to manage City risks arising from these alternative mobility alternatives, to ensure compliance with disability regulations, to maintain minimum widths for pedestrian usability in City business and commercial corridors, and to overall preserve a safe, accessible and healthy transportation and pedestrian environment within the City; and,

WHEREAS, the City has concluded that there is a need to appropriately assess and manage the safe and efficient operation of the evolving mobility device business within the City; and,

WHEREAS, the City seeks to create a Shared Mobility Pilot program that will improve access to mobility options for residents, employees, and visitors to Baldwin Park, create new and diverse mobility options, ensure safety by reducing sidewalk and pathway impediments, facilitate access for disabled individuals, educate users about the proper rules and etiquette, create a legal and enforceable framework for managing shared mobility in the public right-of-way, and build good working partnerships with shared mobility service providers; and,

WHEREAS, a pilot shared mobility program would establish minimum operating requirements in the categories of maintenance, education, safety, customer service, data sharing, and insurance/indemnification and also identify a broader list of recommended program components through which the Operator can be evaluated during the pilot term; and,

WHEREAS, a pilot shared mobility program would be established to inform the content of future operating requirements and program components, and to provide flexibility during the pilot program duration through Administrative Regulations; and,

WHEREAS, the City Council desires to adopt this Resolution to establish a Pilot Bike Share Program allowing a single bike share operator within the City,

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. All of the above statements are true.

SECTION 2. The City Council finds that this action is not a project under the California Environmental Quality Act ("CEQA") because there is no development or physical change that would result from the adoption of this Resolution.

SECTION 3. The City may at its discretion develop administrative regulations in accordance with the City of Baldwin Park Municipal Code (BPMC) to implement this pilot program, which may include regulations relating to lawful conduct, prohibited conduct, program operator license, operation fees and requirements, impoundment of devices, removal of bike racks, enforcement, public safety, data sharing, data privacy and/or the timely removal of hazards.

PASSED, APPROVED, AND ADOPTED this 15th day of January 2020.

MANUEL LOZANO
MAYOR

**ATTEST:**
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS:
CITY OF BALDWIN PARK

I, JEAN M. AYALA, City Clerk of the City of Baldwin Park do hereby certify that the foregoing Resolution No. 2020-001 was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on January 15, 2020 and that the same was adopted by the following vote to wit:

| | |
|---|---|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

JEAN M. AYALA
CITY CLERK

ITEM NO. 9

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Sam Gutierrez, Director of Public Works

**DATE:** January 15, 2020

**SUBJECT:** Approve Final Parcel Map No. 1430 for Lot Merger of Residential Lots 36 & 37 for a Residential Care Facility on Vineland Avenue

## SUMMARY

This report requests that the City Council authorize the approval of Final Parcel Map No. 1430 pursuant to the State Subdivision Map Act and Section 152.10 and Table 153.050.020 of the City of Baldwin Park's Municipal Code.

## RECOMMENDATION

Staff recommends that the City Council accept the Final Parcel Map No.1430 and authorize the City Clerk and staff to sign the Final Map.

## FISCAL IMPACT

The approval of this Parcel map will have no impact to the City's General Fund.

## BACKGROUND

The subject parcel is located at 3562 & 3576 Vineland Avenue, located between Cloverside Street and Channing Street. On July 27, 2016, the City Council approved Tentative Parcel Map No. 1430 and conditional use permit (CP-825) by Resolution No. 16-01 to allow an adult residential care facility to Table 153.050.020 of the City's Municipal Code. Staff has reviewed the Final Parcel Map and finds that it substantially conforms to the Tentative Parcel Map conditions of approval.

## ALTERNATIVES

A Final Parcel Map that is in substantial compliance with the previously approved tentative map cannot be denied approval (Government Code §66474.1). Further, if the Final Parcel Map is not approved at the first meeting or at the subsequent meeting from when the Final Parcel Map was presented for approval and the map is in conformance with the requirements of the Subdivision Map Act, the map will be deemed approved without any further action by the City Council (Government Code §66458). Since the Final Parcel Map is both in substantial compliance with the previously approved tentative map and it is in conformance with the requirements of the Subdivision Map Act, there is no alternative but to approve.

## LEGAL REVIEW

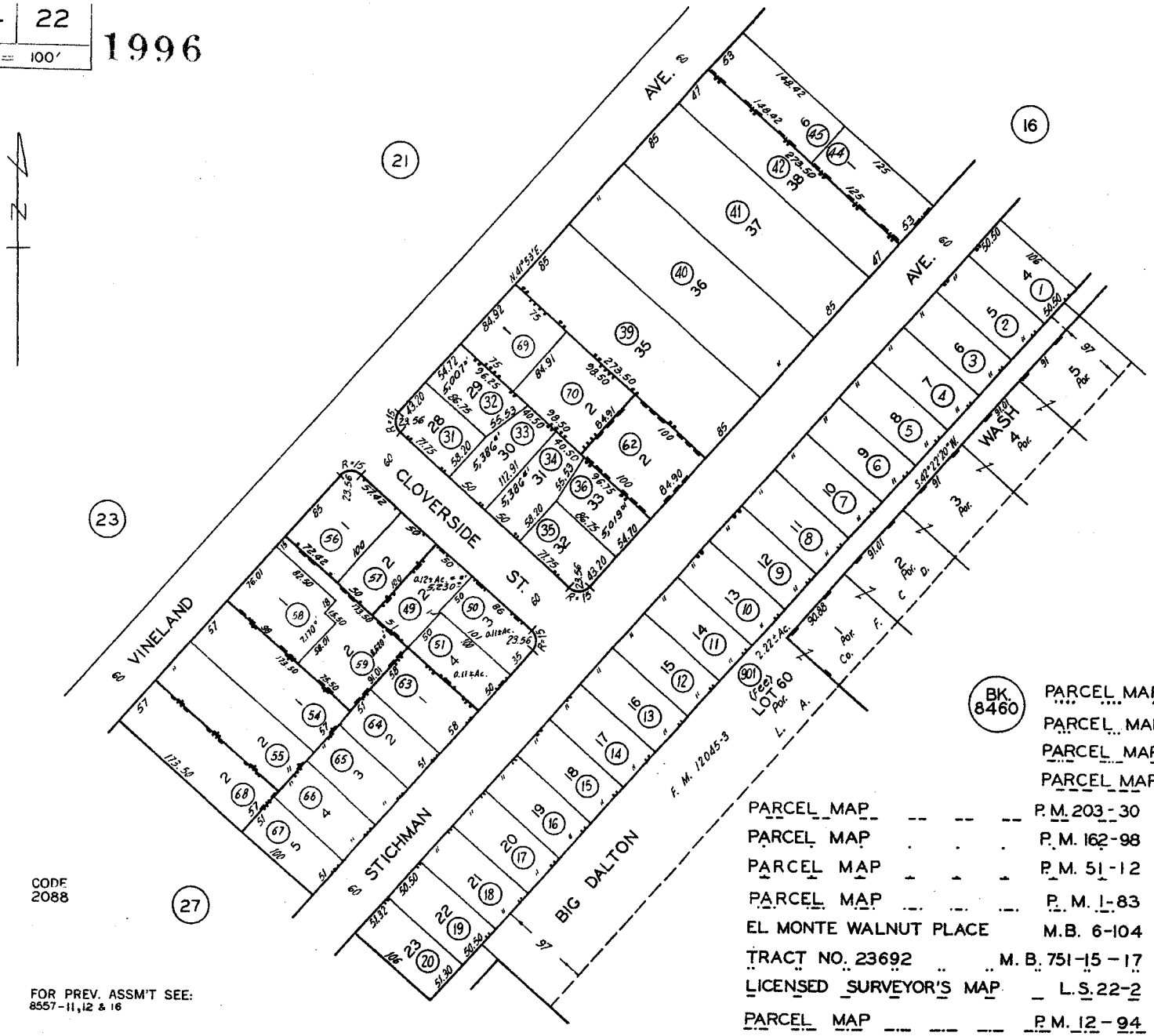
This report has been reviewed and approved by the City Attorney as to legal form and content.

## ATTACHMENTS

1. Los Angeles County Assessor's Map
2. Final Parcel Map No. 1430
3. Resolution 16-01

| 8554 | 22 |
|---|---|
| SCALE 1" = 100' | |

# 1996

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CODE
2088

FOR PREV. ASSM'T SEE:
8557-11,12 & 16

BK. 8460

| | |
|---|---|
| PARCEL MAP | P.M. 3-92 |
| PARCEL MAP | P.M. 2-7 |
| PARCEL MAP | P.M. 35-46 |
| PARCEL MAP | P.M. 2-28 |
| PARCEL MAP | P.M. 203-30 |
| PARCEL MAP | P.M. 162-98 |
| PARCEL MAP | P.M. 51-12 |
| PARCEL MAP | P.M. 1-83 |
| EL MONTE WALNUT PLACE | M.B. 6-104 |
| TRACT NO. 23692 | M.B. 751-15-17 |
| LICENSED SURVEYOR'S MAP | L.S. 22-2 |
| PARCEL MAP | P.M. 12-94 |

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

1 PARCEL
SCALE: 1"=40'

# PARCEL MAP NO. 1430

SHEET 1 of 1

CITY BALDWIN PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.
BEING A MERGER OF LOTS 36 AND 37 OF TRACT NO. 23692 AS PER MAP RECORDED IN BOOK 751 PAGES 15 TO 17 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

## SUBDIVIDER'S STATEMENT:

WE HEREBY STATE THAT WE ARE REPRESENTATIVES OF THE MERGER OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF THIS MAP AND MERGER.

Bruce Ashoori 12-3-19
BRUCE ASHOORI DATE

## RECORD OWNER'S NOTE:

RECORD OWNER IS EASTERN KEYSTONE, INC., A CORPORATION & LIMITED LIABILITY CO. (LLC) BY DEED THAT RECITES IT AS OWNER OF THE PROPERTY.

## NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON 12/03/2019 BEFORE ME, Simon N. Guillen, PERSONALLY APPEARED BRUCE ASHOORI

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: Simon N. Guillen

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY

MY COMMISSION EXPIRES: 09/16/2022

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY_____ DEPUTY, DATE _____

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 1430 AS REQUIRED BY LAW.
EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY_____ DEPUTY, DATE _____

## SIGNATURE OMISSION NOTE:

THE SIGNATURE(S) OF THE PARTY(IES) NAMES HEREINAFTER AS OWNER(S) OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISION OF SECTION 66436.(a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT BE RIPEN INTO A FEE TITLE AND SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY LOCAL AGENCY.

SOUTHERN CALIFORNIA EDISON COMPANY HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES RECORDED JULY 1, 1958 IN BOOK D-143, PAGE 321 OF OFFICIAL RECORDS OF THE COUNTY OF LOS ANGELES.

R1 = TRACT NO. 23692, M.B. 751/15-17.
R2 = SW'LY LINE OF 6' WIDE EASEMENT OF THE SOUTHERN CALIFORNIA EDISON COMPANY PER R1.
(XX.XX') = REC. DIST. PER R1.
[XX.XX'] = REC. DIST. PER PM NO. 715, PMB 3/92.
<XX.XX'> = REC. DIST. PER PM NO. 745, PMB 12/94.

INDICATES THE BOUNDARY OF THE LAND BEING MERGED BY THIS MAP

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BRUCE ASHOORI ON AUGUST 17, 2016. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE 24 MONTHS FROM THE FILING DATE OF THIS MAP; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

YOON LAI
PLS 8885

Dec.03, 2019
DATE:

PROFESSIONAL LAND SURVEYOR YOON LAI NO. 8885 EXP. 12-31-21 STATE OF CALIFORNIA

## BASIS OF BEARINGS

THE BEARING OF N41°54'00"E OF CENTERLINE OF STICHMAN AVENUE AS SHOWN ON TRACT NO. 23692, M.B. 751/15-17 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

## CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF PARCEL MAP NO. 1430, CONSISTING OF 1 SHEET, THAT THE LOT MERGER SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES OF THE CITY OF BALDWIN PARK APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

12/3/19
DATE

NICK S. SERVIN, CITY ENGINEER
R.C.E. 33538

REGISTERED PROFESSIONAL ENGINEER NICK S. SERVIN No. 33538 Exp. 6-30-2020 CIVIL STATE OF CALIFORNIA

## CITY REVIEWER'S (SURVEYOR) STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF PARCEL MAP NO. 1430, CONSISTING OF 1 SHEET AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT AND THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

12/3/19
DATE

NICK S. SERVIN, CITY SURVEYOR
R.C.E. 33538

REGISTERED PROFESSIONAL ENGINEER NICK S. SERVIN No. 33538 Exp. 6-30-2020 CIVIL STATE OF CALIFORNIA

## CITY CLERK'S CERTIFICATE:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I HEREBY STATE THAT THIS MAP PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF BALDWIN PARK AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2019 AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP.

DATE

JEAN M. AYALA, CITY CLERK
CITY OF BALDWIN PARK

## CITY PLANNER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT ALL PROVISIONS OF APPLICABLE ZONING ORDINANCES OF THE CITY OF BALDWIN PARK HAVE BEEN COMPLIED WITH.

12/3/19
DATE

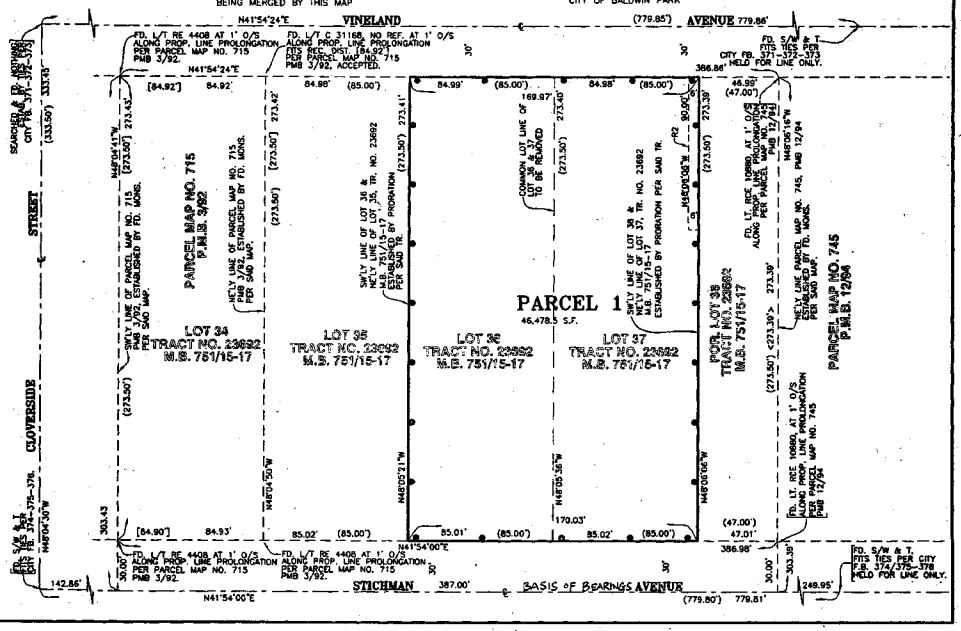
RON GARCIA, CITY PLANNER
CITY OF BALDWIN PARK

## SPECIAL ASSESSMENTS CERTIFICATE:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF BALDWIN PARK, TO WHICH THE LAND INCLUDED IN THE WITHIN LOT MERGER OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE

MARIA A. CONTRERAS, CITY TREASURER
CITY OF BALDWIN PARK



RESOLUTION PC 16-01

A RESOLUTION OF THE PLANING COMMISSION OF THE CITY OF BALDWIN PARK ADOPTING THE FINDINGS OF FACT AND APPROVING A CONDITIONAL USE PERMIT TO ALLOW A RESIDENTIAL CARE FACILITY WITHIN THE R-1, SINGLE-FAMILY RESIDENTIAL ZONE PURSUANT TO TABLE 153.050.020 IN THE CITY'S MUNICIPAL CODE AND APPROVAL OF A TENTATIVE PARCEL MAP TO COMBINE TWO LOTS INTO ONE LOT, PURSUANT TO TABLE 152.10 IN THE CITY'S MUNICIPAL CODE (LOCATION: 3562-3572 VINELAND AVENUE; APPLICANT: JOE M. LOPEZ, REPRESENTING EASTERN KEYSTONE, INC.; CASE NUMBER: CP-825 AND PM-1430).

THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Baldwin Park does hereby find, determine, and declare as follows:

(a) Applications ("Applications") for a conditional use permit and tentative parcel map were submitted on behalf of the owner of certain real properties, located at 3562-3572 Vineland Avenue in the City of Baldwin Park, described more particularly in the Applications on file with the City Planner; and

(b) The Applications were sought to approve a conditional use permit to allow a residential care facility within the R-1, Single-Family Residential Zone pursuant to Table 153.050.020 in the City's Municipal Code and a tentative parcel map to combine two lots into one lot pursuant to Table 152.10 in the City's Municipal Code; and

(c) A duly noticed public hearing was held on said Applications by the Planning Commission, and based upon evidence presented including applicable staff reports and each member of the Commission being familiar with the property, it was determined that the facts as required by the Baldwin Park Municipal Code for the granting of such Applications are present and that the conditional use permit and tentative parcel map should be granted, subject to the terms of this Resolution; and

(d) Each fact set forth in the staff report dated July 27, 2016 from Amy L. Harbin, AICP, City Planner to the Chair and Planning Commissioners ("Staff Report") is true and correct.

SECTION 2. The Planning Commission does hereby adopt the following Findings of Fact applicable to all conditional use permits:

**(a) Conditionally permitted.** The use is conditionally permitted within the subject zone and complies with the intent of all applicable provisions of this chapter in that a residential care facility is a permitted use in the Single-

Family Residential Zone through the conditional use permit process. The site will be developed in accordance to all of the applicable development standards, including parking stall size and vehicular circulation; and

**(b) Zone integrity and character.** The use will not impair the integrity and the character of the zone in which it is to be located, in that the use of the property as a residential care facility conforms with the neighboring residential uses. The proposed facility is located on properties totaling 46,609 s.f. of land area with a lot coverage of approximately 28%. The proposed lot coverage is considerably less than the maximum allowable lot coverage for the R-1 Zone which is 45%; and

**(c) Site suitability.** The subject site is physically suitable for the type of land being proposed in that the size of the combined properties is approximately 46,609 square-feet of lot area and 170' of street frontage along both Vineland Avenue and Stichman Avenue. Lot coverage is only 28% and there is approximately 13,000 s.f. of landscaped area which is 30% of the site; and

**(d) Existing compatibility.** The use is compatible with the adjacent residential land uses and has been operated as a residential care facility in the past and there are conditions to address any potential nuisance activity. Additionally, there will be considerable new landscaping throughout the property and significant exterior renovations to the existing buildings; and

**(e) Future compatibility.** The use will be compatible with existing and future land uses within the zone and the general area in which the proposed use is to be located in that as part of the 2020 General Plan the parcels retains a Single-Family Residential land use designation; and

**(f) Utilities and services.** Adequate provisions for water, sewer and public utilities and services are available to the site and have existed for numerous years; the use will not be detrimental to public health and safety in that the proposed use of the property as a residential care facility has operated at this location in the past; and

**(g) Public access.** Adequate provisions for public access are available to serve the use in that the site has sufficient access to streets and highways adequate in width and pavement to carry the quantity and quality of traffic generated by the proposed use. The properties are through lots, meaning that they have street frontage along both Vineland Avenue and Stichman Street. However, primary access to the facility will be from Vineland Avenue; and

**(h) General Plan Consistency.** The use is consistent with the General Plan in that the proposed use supports Goal 3.0 of the Land Use

Element by accommodating the revitalization of deteriorating uses and properties. Additionally, the use preserves the quality of the surrounding neighborhood and adds to a range of housing available to the community as the development will provide housing to a group which is otherwise typically restricted in the housing market; and

(i) **Safety and welfare.** The use will not be detrimental to the public interest, health, safety, convenience or welfare in that the proposed use is an ambulatory residential care facility. According to the submitted Business Plan, the facility does have a safety plan and staff will be trained to identify hazards or safety concerns and as a result initiate plans(s) based on need or event.

SECTION 3. The Planning Commission does hereby adopt the following Findings of Fact applicable to all Tentative Parcel Maps:

(a) Adequate systems designed, and constructed to provide all necessary utilities to the lot proposed to be created, including, but not limited to, facilities for water, natural gas, electricity, cable television and telecommunications telephone service.

Requests for comments/conditions on the proposed parcel map were sent to the following outside entities listed on the next page on March 22, 2016:

**TABLE #4**
**UTILITY COMPANY / OUTSIDE ENTITY LISTING**

| NAME OF COMPANY/ ENTITY | COMMENT LETTER RESPONSE RECEIVED | DATE COMMENT/ RESPONSE RECEIVED |
|---|---|---|
| Baldwin Park Unified School District | No | |
| Verizon Telephone | No | |
| LA County Sanitation District | Yes | April 7, 2016 |
| LA County Fire Department | Yes | June 9, 2016 |
| Southern California Edison | No | |
| The Gas Company | No | |
| Baldwin Park Postmaster | No | |
| Time Warner Cable | No | |
| Valley County Water District | No | |

Comments and conditions from the responding agencies have been addressed in the findings and are included, as applicable, as conditions of approval of the tentative parcel map. Additionally, staff includes a general condition of approval that any and all conditions

from outside agencies and utility companies shall be met or provided for prior to finalizing the tentative parcel map.

(b) An adequate domestic water distribution system designed and constructed to service each lot proposed to be created.

As indicated in Table #4 above, the property is serviced by Valley County Water District. Valley County Water District is confirmed to be the purveyor in the area and the Applicant shall ensure that water will be provided to the subject property by Valley County Water District. No other comments or concerns were forwarded to Staff.

(c) An adequate sewage system designed and constructed to serve each lot proposed to be created.

The proposed project shall comply with any conditions of approval as imposed by the Sanitation District of Los Angeles County prior to approval of the final map by the City of Baldwin Park.

The Public Works Department Conditions of Approval (Attachment #5) requires the lot to be connected to a sewer main with the parcel having an independent sewer lateral. The conditions of approval require the applicant to cap-off any sewer connections no longer in use. The applicant shall obtain "ready-to-serve" letters from the utility companies.

(d) An adequate storm water drainage system designed and constructed to serve each lot proposed to be created.

The Public Works Department Conditions of Approval (Attachment #5) indicate that off-site improvements required may include storm drains and curb & gutter street improvements. Provided that the applicant meets the conditions of approval and a grading plan is approved for development, there will be adequate storm water drainage for the subject property.

(e) An adequate public and/or private street and/or alley system designed and constructed to serve each lot proposed to be created.

The Public Works Department has determined that there is adequate public street system to serve the lot. However, certain conditions of approval were included in Attachment #5 that relate to the public right-of-way including the construction of ADA compliant drive approaches, and wheelchair ramps. The conditions of approval require other street improvements for a project during the construction process in accordance with the City's current standards.

(f) An adequate traffic regulatory system, including necessary traffic signals, signs, and pavement markings and stripings.

The City's Public Works Department has concluded that the current conditions will provide for an adequate traffic regulatory system subject to required improvements to the public right-

of-way including the provision of ADA compliant wheelchair ramps, sidewalks, street trees, and lighting as well as the striping of an existing crosswalk pursuant to the Public Works Conditions of Approval in Attachment #5.

(g) The undergrounding of utilities pursuant to Chapter 97, part 2 (Underground Utility District) of the Municipal Code.

Pursuant to Chapter 97 of the City's Municipal Code all utilities shall be undergrounded to the subject property. This requirement is also addressed as part of the overall plan check requirements and review of the final map.

(h) Any and all other improvements found necessary by the City to provide all services to each lot proposed to be created.

Staff is of the opinion that provided that the applicant obtains approval by the Planning Commission of the Parcel Map and meets and/or exceeds the conditions of approval, the new lot would have adequate service and could be consolidated such that the new lot would be consistent with the City's codes.

(i) In addition to the improvements as required by the City's Municipal Code and Departments, there are also design requirements for the proposed tentative parcel map that need to be met. Pursuant to Section 152.12 of the City's Municipal Code, the design of the subdivision shall conform to the requirements of this Chapter 152, any and all design requirements set forth in the General Plan, the design and development standards established for the associated zoning district per the Zoning Code, the applicable design guidelines set forth in the Design Guidelines Manual, generally accepted engineering standards, and to such standards required by the City, including, but not limited to, plans for grading and erosion control.

The Planning Division has reviewed the proposed lot consolidation and the proposed lot meets the minimum development standards contained within the Municipal (Zoning) Code, including, minimum lot size, lot depth, and lot width.

The Public Works Department, as part of their comments, has included a requirement for the applicant to submit plans, as necessary, relating to grading and erosion control for review and approval.

SECTION 4. The Application, as herein above described below, and the same is hereby approved subject to the following conditions:

(a) That the property shall be developed and maintained in substantial accordance with Exhibit "A" and Exhibit "B" to the staff report for CP-825 and PM-1430, dated July 27, 2016; and

(b) The Applicant shall obtain and maintain any required State or Federal licenses. If any state or federal licenses are not obtained and maintained then this conditional use permit shall become null and void; and

(c) Detailed landscaping and irrigation plans shall be submitted at the plan check phase. All landscaped areas on-site as well as the parkways along Vineland Avenue and Stichman Avenue shall be automatically irrigated and maintained. Landscaping and irrigation plans shall be subject to the City's Water Efficient Landscaping Ordinance, Subchapter 153.160 of the City's Municipal Code; and

(d) That the subject property be maintained in a neat and orderly manner; and the site shall be kept free of litter, weeds, and overgrown vegetation; and that all graffiti (throughout the property) shall be removed within twenty-four (24) hours at the expense of the applicant and/or owner; and

(e) Detailed construction drawings submitted to the Building Division for plan check and requisite building permits shall include the locations of all new and existing mechanical equipment; and

(f) Provide six (6) inch concrete curb to delineate all landscaped areas from vehicular driveway and parking lot areas; and

(g) Provide landscaping and irrigation within the parkways along Vineland Avenue and Stichman Avenue. Proposed landscaping and irrigation shall be reviewed as part of the submitted on-site landscaping and irrigation plans; and

(h) Remove and replace any existing broken concrete or damage incurred during the construction phase along both street frontages; and

(i) Suitable lighting shall be provided to adequately illuminate the site and parking area. Proposed lighting shall be subject to review and approval by the City at the time of the plan check phase of the project. Any proposed lighting shall not spill onto adjacent properties; and

(j) That the applicant shall sign a notarized affidavit within ten (10) days of the date of this resolution stating that the applicant had read and accepts all of the conditions of approval.

(k) That the applicant shall provide the Planning Division with a check made payable to the Los Angeles County Clerk in the amount of seventy-five dollars ($75) for the posting of the California Environmental Quality Act (CEQA) paperwork (Categorical Exemption) no later than close of business Monday, August 1, 2016; and

(l) That the subject property be maintained in a neat and orderly manner; and the site shall be kept free of litter, weeds, and overgrown vegetation; and that all graffiti (throughout the property) shall be removed within twenty-four (24) hours at the expense of the applicant and/or owner; and

(m) That review and approval by the County of Los Angeles Fire Department, Fire Prevention Engineering Section, Building Plan Check Unit may be required for this project at further development of the site; and

(n) The proposed project shall comply with any conditions of approval as imposed by the Sanitation District of Los Angeles County (Attachment #6) prior to approval of the final map by the City of Baldwin Park; and

(o) That the applicant comply with all conditions of approval of the Parcel Map and those required by all other agencies and utility purveyors including the conditions of approval required by the Public Works Department as indicated in Attachment #5 to the staff report dated July 27, 2016; and

(p) The proposed project shall comply with any conditions of approval as imposed by the Los Angeles County Fire Department (Attachment #7) prior to approval of the final map by the City of Baldwin Park; and

(q) That the Planning Commission decision for this project, CP-825 and PM-1430, is subject to a ten (10) day appeal period. Any appeals to the City Council shall be written to identify the action being appealed and specifically stating the basis or grounds of the appeal. All appeals are subject to a processing fee and shall be submitted to the Planning Division; and

(r) That Parcel Map 1430 shall be finaled in accordance with State Law; and

(s) That the applicant shall comply with all conditions of approval within six (6) months after the date of approval or CP-825 and PM-1430 shall become null and void and will be subject to revocation pending a public hearing by the Planning Commission or the City Council on appeal. Any cost associated with the revocation of the of the conditional use permit shall be paid by the applicant and/or owner; and

(t) That the applicant shall notarize a signed affidavit within ten (10) days of the date of this resolution stating that the applicant has read and accepts all of the conditions of approval.

(u) If a gate is proposed along the Vineland Avenue Street frontage, key pad access will be required for the City's Police Department, and a Nox Box key will be required for Fire Department access; and

(v) Provide roof-top numbering in accordance with the Police Department's guidelines and

(w) Provide and continually maintain emergency contact information on file with the City's Police Department; and.

(x) Submit Standard Urban Stormwater Mitigation Plan (SUSMP) and related parking lot improvements.

(y) Submit Stormwater Pollution Prevention Plan (SPPP), Notice of Intent (NOI), Stormwater Pollution Prevention Plan (SWPPP), Wastewater Discharge Identification Number (WDID) and Landscape plan to include low impact development standards and green streets policy improvements on Vineland Avenue and Stichman Avenue.

(z) Infiltrate rain water on-site to the maximum extent possible.

(aa) Relocate conflicting utilities, remove non-compliant driveways and replace with full height curb and gutter and sidewalk.

(bb) Underground utilities on-site.

(cc) Plant street trees every 40 feet on center on Vineland Avenue and Stichman Avenue.

(dd) Plant drought tolerant ground cover on street parkways along Vineland Avenue and Stichman Avenue and irrigate and maintain parkways.

(ee) Replace unused driveways adjacent to the north property line with full-height sidewalk, curb and gutter.

(ff) Provide grading plan and erosion control plan.

(gg) Submit Industrial Waste Discharge (IWD) Plan for any commercial kitchen(s).

(hh) All Plans and calculations submitted for Building Division plan check shall be wet stamped and signed by a licensed Engineer/Architect; and

(ii) Applicant shall pay any applicable school fees; and

(jj) On Title sheet, please indicate the type of construction, group occupancy, number of stories, fire sprinklers requirements.

(kk) On Title sheet provide a complete code analysis.

(ll) On Title sheet, provide the total number of parking and the number of accessible parking including van accessible parking.

(mm) Provide a complete exit analysis. (occupant load, exit signs low level exit signs...)

(nn) Provide a complete accessibility compliance analysis including CASp certificate for compliance.

(oo) Provide vertical and lateral analysis/calc's.

(pp) Submit revised grading plan. Show adequate drainage.

(qq) Submit soil's report.

(rr) Provide Title 24 energy compliance forms.

(ss) Show compliance with 2013 Green Building code requirements.

(tt) Obtain Fire, Planning, Engineering/Public Works and Health Dept's approval.

SECTION 5. The Secretary shall certify to the adoption of this Resolution and forward a copy hereof to the City Clerk and the Applicant.

PASSED AND APPROVED this 27th day of July, 2016.

MARIO MACIEL, JR. VICE CHAIR
BALDWIN PARK PLANNING COMMISSION

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.
CITY OF BALDWIN PARK

I, AMY L. HARBIN, AICP, Secretary of the Baldwin Park Planning Commission, do hereby certify that the foregoing Resolution No. PC 16-01 was duly and regularly approved and adopted by the Planning Commission at a regular meeting thereof, held on the 27th day of July, 2016 by the following vote:

| | | |
|---|---|---|
| AYES: | COMMISSIONERS: | Borques, Rooney, Flores and Maciel |
| NOES: | COMMISSIONERS: | |
| ABSTAIN: | COMMISSIONERS: | |
| ABSENT: | COMMISSIONERS: | |

AMY L. HARBIN, AICP
BALDWIN PARK PLANNING COMMISSION

ITEM NO. 10

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Sam Gutierrez, Director of Public Works

**DATE:** January 15, 2020

**SUBJECT:** Appropriate Additional Funds for Cost Related to the Walnut Creek Nature Park Ph. III Project Close-out

## SUMMARY

This item seeks City Council consideration for the approval of an appropriation of additional funds in the amount of $16,700 for close-out cost associated with Walnut Creek Nature Park Phase III Project. The additional fund appropriation will help mitigate costs due to two (2) construction change orders (CCO's #7 and #8).

## RECOMMENDATION

It is recommended that the City Council authorize the Director of Finance to appropriate $16,700 from available Quimby Funds (Park Fees), Acct #234-50-520-58100-16185, to cover project close-out shortfall costs associated with the Walnut Creek Nature Park Phase III Project.

## FISCAL IMPACT

This project is funded with grant and local return funds; no General Funds were used. The appropriation will use available Quimby Funds, Acct # 234-50-520-58100-16185 in the amount of $16,700.00.

## BACKGROUND

On December 4, 2019, the City Council approved the Filing of a Notice of Completion for City Project No. 2018-0273, CIP No. 19-113 – Walnut Creek Nature Park Improvements, Phase III. After approval a Notice of Completion was recorded with the County Recorder's Office.

## DISCUSSION

The report approved on December 4, 2019 requested an appropriation in the amount of $33,294.19 to cover the final project close-out costs; however, actual close-out costs totaled $49,994.19. This report requests an additional appropriation of Quimby Funds in the amount of $16,700 to cover the shortfall.

## ALTERNATIVES

The City Council may choose:

1. The City Council may choose not to approve the appropriation request; however, this action is not recommended as this work has been completed and expenditures were necessary to meet compliance with ADA requirements and wind sail product warrantees.
2. City Council may direct staff with a desired alternative.

## LEGAL REVIEW

None required.

## ATTACHMENTS

1. Notice of Completion Staff Report

ITEM NO. 7

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Sam Gutierrez, Director of Public Works

**DATE:** December 4, 2019

**SUBJECT:** Accept and Authorize the Filing of a Notice of Completion for City Project No. 2018-0273, CIP No. 19-113 – Walnut Creek Nature Park Improvements, Phase III

## SUMMARY

This item will accept completed work for City Project No. 2018-0273 - Walnut Creek Nature Park (WCNP) Improvements, Phase III, close the contract with CEM Construction Corp. and authorize a filing of a Notice of Completion (NOC) with the County Recorder's Office. This project is the third and final phase of improvements to WCNP. The Project consisted of grading the northwest area of the park, constructing extended concrete path, ADA improvements and parking lot reconstruction. The project also installed new playground equipment, fitness zones, landscaping, irrigation, and solar powered lighting. The project was funded by grant funds sponsored by Assemblywoman Blanca Rubio's Office and administered by the California Natural Resources Agency (CNRA).

## RECOMMENDATION

It is recommended that the City Council:

1. Accept the construction improvements by CEM Construction Corp. and authorize the recordation of a Notice of Completion; and
2. Authorize Staff to release retention funds to CEM Construction Corp. upon the expiration of the 35-day notice period; and
3. Authorize the Finance Director to appropriate $33,294.19 from Quimby Fund 234.

## FISCAL IMPACT

This project is funded with grant funds; no General Funds were used. Grant Funds are from the California Natural Resources Agency (CNRA) will be utilized for this project as follows:

| Approved Budget | | Amount |
|---|---|---|
| CIP-19-113 | CNRA Grant – Acct# 270-50-520-58100-16185 | $758,134.81 |
| | Housing Related Parks Grant – Acct# 270-60-620-58100-16185 | $78,169.00 |
| | Prop A – Acct# 244-50-520-58100-16185 | $13,712.00 |
| | Measure M – Acct# 255-50-58100-16185 | $80,000.00 |
| **Total Approved Funds** | | **$930,015.81** |

| Additional Appropriate Request | | Amount |
|---|---|---|
| Quimby Funds | Fund# 234 | $33,294.19 |
| **Total Appropriation** | | **$33,294.19** |

| Construction Budget | Amount |
|---|---|
| Construction Contract | $893,010.00 |
| Change Orders | $70,300.00 |
| **Total Project Costs** | **$963,310.00** |

## BACKGROUND

On February 18, 2015, the City Council approved the final conceptual design prepared by Restoration Design Group for improvements to Walnut Creek Nature Park. At that meeting, it was recognized that due to lack of funding to complete all the recommendations in one phase, the project was to be divided into three (3) phases.

On December 16, 2015, the City Council awarded a contract for the first of three planned phases of construction. Phase 1 improvements included grading of the existing swale, installation of an irrigation system, concrete walking path, expanded bio-swale, installation of trees, lighting, and parking lot improvements. On April 20, 2016, the City Council accepted the completed improvements for Phase I.

On August 3, 2016, the City Council awarded a construction contract for Phase II of the improvements. Phase II included of grading for planting of trees, shrubs and plants, expansion of the irrigation system, concrete walking path, improvements to the observation structure including installation of new roof, new concrete flooring and new deck and fencing. Other improvements include installing 2 ADA accessible parking stalls, construction of an ADA pedestrian bridge, and the construction of 2 new play areas. On March 15, 2017, the City Council accepted the improvements for Phase II.

On July 18, 2018, City Council authorized an agreement for professional services to Restoration Design Group (RDG) for the construction plans and specifications for the third and final phase for the WCNP Project. Phase III included grading the northwest portion of the park, installing new playground equipment, ADA improvements, fitness nodes, landscaping, irrigation, extended trail, lighting, cameras, parking lot reconfiguration and reconstruction. On May 20, 2019, the City Council approved a construction contract with CEM Construction Corp. as the responsible, responsive, low bidder. On September 4, 2019, City Council authorized additional funds from savings realized from the Morgan Park Improvements Project in the amount of $23,094.81.

## DISCUSSION

The Project consisted of grading the northwest area of the park, constructing extended concrete path, ADA improvements and parking lot reconstruction. The project also installed new playground equipment, fitness zones, landscaping, irrigation, and solar powered lighting. The project was funded by grant funds sponsored by Assemblywoman Blanca Rubio's Office and administered by the California Natural Resources Agency (CNRA).

With a total construction budget of $893,010.00 plus an additional 6% for contingency, the budget did not cover the total construction cost due to several changes addressing unforeseen work items. This additional work was necessary to complete the project on schedule for the park's re-opening. Change orders were executed for additional grading and excavation work not originally anticipated. Also, a change order to install fiber communications leading to the structure for future security camera infrastructure was executed. This was done at this time so that the finish grading work will not be disrupted and to reduce future cost. Lastly, staff decided to move forward with the refurbishment of the access gate to the park along Hensel Street. This work restored function to the gate so that the Police Department can easily surveil and patrol. A summary of all change orders is detailed below:

| | Change Orders | Amount |
|---|---|---|
| 1 | Removal of Cameras credit | ($10,000.00) |
| 2 | Soil removal, grading, and re-compaction | $45,400 |
| 3 | Electrical Conduit for Hensel Gate 75' w/ pull boxes | $4,000 |
| 4 | Trees and Curbs removal due to shade structure pole relocations | $6,500 |
| 5 | Conduit for FiOS Communication 220' w/ pull boxes | $9,400 |
| 6 | Additive Alternate for Hensel Gate Rehabilitation | $15,000 |
| | **Total Project Costs** | **$70,300** |

The total construction costs were $963,310.00 including change orders shown above. To complete the project close-out an appropriation of $33,294.19 from unappropriated Quimby funds is required. Staff recommends that the City Council approve the appropriation and accept the improvements and authorize staff to file a Notice of Completion.

**LEGAL REVIEW**
Not Required.

**ATTACHMENTS**
Notice of Completion

# Attachment 1
# Notice of Completion

RECORDING REQUESTED BY:
CITY OF BALDWIN PARK

WHEN RECORDED MAIL TO:
Name CITY OF BALDWIN PARK
Address 14403 E. Pacific Avenue
Baldwin Park
State, Zip CA, 91706

For the City of Baldwin Park and was **ACCEPTED** by City Council on November 20, 2019

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**APN:** N/A

# NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A certain work of improvement on the property hereinafter described and known as: **City Project No. 2018-0273, CIP No. 19–113 Walnut Creek Nature Park Improvements, Phase III** for the City of Baldwin ACCEPTED by City Council on December 4, 2019.
2. The FULL NAME of the OWNER is **City of Baldwin Park**
3. The FULL ADDRESS of the OWNER is **14403 E. Pacific Avenue, Baldwin Park, CA 91706**
4. The work of Improvements on the property hereinafter described was COMPLETED on **November 14, 2019**
5. The work of improvement completed is described as follows: **Grading, new playground equipment, ADA improvements, fitness node, landscaping, irrigation, extended concrete pathway, lighting, parking lot rehabilitation...**
6. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is **CEM Construction Corporation**
7. The street address of said property is **701 Frazier Street, Baldwin Park, CA 91706**

The undersigned, being duly sworn Engineering Official of the City of Baldwin Park, makes this verification on behalf of said entity, has read the foregoing and knows the contents thereof, and that the facts stated herein are true.

City of Baldwin Park

By: _____
John Beshay, Engineering Manager

Date: _____

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

_____
Date

_____
Signature: Sam Gutierrez, Director of Public Works

City of Baldwin Park
Place of Execution

ITEM NO. 11

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Ben Martinez, Director of Community Development

**PREPARED BY:** Ron Garcia, City Planner

**DATE:** January 15, 2020

**SUBJECT:** Prequalification List for Environmental Consulting Services to Allow Expedited Processing

## SUMMARY

This report requests the City Council approve a prequalification list for Environmental Consulting Services to prepare environmental documents for development projects.

## RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Approve the list of consultants to be used for Environmental Consulting Services for three years ending January 15, 2023 that includes DUDEK, ESA, Rincon Consulting Inc., Terry Hayes (TAHA), Michael Baker International, Ultra Systems, ECORP, and Eco Tierra; and

2. Upon submittal of a development application, authorize the City Manager to execute agreements up to $120,000 to complete environmental services for a development project.

## FISCAL IMPACT

There would be no fiscal impact to the City. The City would contract with one of the prequalified consultants for each development project as needed. The applicant for the development project would deposit a check with the City in the amount of the proposal of the consultant to complete the study. The consultant would be paid from the amount deposited into the Environmental Review Deposit Account for the project.

## DISCUSSION

On October 17, 2019, staff issued a Request for Qualifications (RFQ) for Environmental Consulting Services. On November 7, 2019, proposals were received from the following 10 firms:

| Consultant | Location |
|---|---|
| Terry Hayes Associates (TAHA) | Culver City |
| First Carbon Solutions | San Bernardino |
| UltraSystems | Irvine |
| CASC Engineering & Consulting | Glendora |
| ECORP | Santa Ana |
| Rincon Consulting Inc. | Los Angeles |

| | |
|---|---|
| Eco Tierra | Los Angeles |
| ESA | Los Angeles |
| Michael Baker International | Santa Ana |
| DUDEK | Pasadena |

The proposals were reviewed by staff for completeness, relevant experience, qualifications of proposed project team, and understanding of the scope of services. The results of the evaluations were as follows:

| No. | Consultant | Score |
|---|---|---|
| 1. | DUDEK | 92.1 |
| 2. | ESA | 92.1 |
| 3. | Rincon Consulting Inc. | 88.6 |
| 4. | Terry Hayes Associates (TAHA) | 86.9 |
| 5. | Michael Baker International | 83.2 |
| 6. | UltraSystems | 82.1 |
| 7. | ECORP | 82.8 |
| 8. | Eco Tierra | 80.9 |
| 9. | First Carbon Solutions | 75.7 |
| 10. | CASC Engineering & Consulting | 68.5 |

Government Code Sections 4525 through 4528 require that State and local public agencies use Qualifications Based Selection (QBS) to select architectural, landscape architectural, engineering, and environmental, land surveying and construction management services. The purpose of the statutes is to make sure that public agencies and thereby the general public receive design services from the best design professionals for a particular project. Public Contract Code Section 6106 specifies the process on how public agencies may negotiate fees and execute contracts for these services.

**SELECTION OF QUALIFIED FIRMS**

Upon evaluation of the proposals, the eight (8) top scoring firms, were selected based on the review criteria. The selected firms include DUDEK, ESA, Rincon Consulting Inc., Terry Hayes (TAHA), Michael Baker International, Ultra Systems, ECORP, and Eco Tierra. Staff is recommending that the City Council authorize a prequalification list with these eight firms to provide environmental consulting services for private development projects in the city.

Staff selected firms of varying sizes (small, medium, and large firms) as development projects come in a variety of sizes. In addition, some of the selected firms can complete environmental documents in-house while others utilize sub-consultants. The eight selected firms have a diversity of size and range

of expertise allowing for the City to select the most appropriate proposal (price, timeframe, areas of expertise) from one of the firms depending on the type of development proposed.

**PROCESS FOR HIRING CONSULTANT FOR ENVIRONMENTAL SERVICES**

Upon receipt of an application for a development proposal, staff would review and determine the appropriate CEQA process. Staff will then prepare a Request for Proposals (RFP) that includes a detailed project description, project information, and the scope of work. The RFP would be sent to the selected consulting firms. Staff would review the proposals and select the most appropriate proposal based on criteria such as expertise, cost and timeframe. Staff would then receive the required funding from the applicant, contract with the firm (signature on contract of the CEO), and then work with the environmental firm to prepare the necessary environmental report. For projects that are under $120,000, the Chief Executive Officer or designated Director would be authorized to sign the contract. For environmental documentation preparation that exceeds the approved $120,000 contract level, the contract will be scheduled for review and approval by the City Council.

**ALTERNATIVES**

Reject proposals and direct staff to send out another RFQ. This would take time and staff would therefore need to continue releasing open Request for Proposals for development proposals requiring environmental documents. This would likely increase the amount of time necessary to complete those documents.

**LEGAL REVIEW**

None Required.

ITEM NO. 12

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Sam Gutierrez, Director of Public Works

**DATE:** January 15, 2020

**SUBJECT:** Award of Bid for Project No. CIP20-022 – Maine Avenue Complete Street Improvements, Phase 1B

## SUMMARY

This item will approve the award of contract for City Project No. CIP 20-022 – Maine Avenue Complete Street Improvements, Phase 1B. This project is the second phase of the City's first "Complete Streets" project along Maine Avenue between Olive Street to Arrow Highway. The project consists of construction of sidewalk extensions, bulb-outs, ADA curb ramps, landscaped rain gardens, catch basin relocations, installation of Class II Bike Lanes, roadway resurfacing, street landscape and smart irrigation system.

## RECOMMENDATION

It is Staff's recommendation that the City Council:

1. Approve and award the contract to Gentry Brothers, Inc. of Irwindale, CA in the amount of $1,715,418.60; and
2. Authorize the Mayor and City Clerk to execute the contract with Gentry Brothers, Inc. for Maine Avenue Complete Street Improvements, Phase 1B project.

## FISCAL IMPACT

There is no impact the general fund at this time. The following table lists the funds approved for the project which is listed in FY 2019-20 # CIP20-022.

| | | |
|---|---|---|
| CIP 20-22 | SB1 Road Repair & Accountability – Fund # 256-50-520-58100-15698 | $750,000.00 |
| | Measure R Local Return – Fund # 254-50-520-58100-15698 | $74,500.00 |
| | Federal Grant Fund – Fund #270-50-520-58100-15698 | $1,160,000.00 |
| **Total Funding Source** | | **$1,984,500.00** |

| | |
|---|---|
| Construction Contract | $1,715,418.60 |
| Construction Contingency (7%) | $120,000.00 |
| Construction Engineering | $149,081.40 |
| **Total Construction Budget** | **$1,984,500.00** |

## BACKGROUND

The City of Baldwin Park solidified its commitment to the Complete Streets philosophy through the adoption of a comprehensive Complete Streets Policy in August of 2011, the creation of the Manual for Living Streets Design in May 2012 and the adoption of a resolution establishing a Green Streets Policy in December 2013. The Complete Streets Policy came about from significant community involvement going back to the Walk Baldwin Park Walkability Audit and Assessment in 2006, followed by the Summer Community Workshops in 2009, the Local Government Commission 5-Day Design Fair in 2010 and the Complete Streets Community Meeting in late 2010. Throughout this period the City

worked closely with its community partners including the Baldwin Park Resident Advisory Council, the People on the Move Collaborate, California Center for Public Health Advocacy and the Healthy Teens on the Move group.

Through the collaborative efforts of the City and its community partners Maine Avenue between Los Angeles Street and Arrow Highway was identified as a priority location that would benefit greatly by the implementation of the Complete Streets Policy, Living Streets Manual and Green Streets resolution.

The City received its first grant for improvements along Maine Avenue and in line with the Complete Streets Policy in October 2011. The Grant was in the amount of $1,000,000 and included pedestrian and bicycle safety improvements through the Federal Safe Routes to School (SRTS) Program. In August 2014, the City was awarded another Grant in the amount of $2,201,000 through the Active Transportation Program (ATP), Cycle 1 for additional Complete Street improvements along the same route as the Federal SRTS Grant.

On January 19, 2017, the California Transportation Commission (CTC) approved the allocation of the ATP Grant Funds. This action also set the timeline for completion of the improvements and required that construction commence within six (6) months of CTC approval. Due to the complex and strenuous federal approval process, the City did not obtain Federal construction authorization for the SRTS portion of the project in time to meet the ATP deadline. In an effort to meet this requirement and avoid losing the funds, staff separated the project into two (2) phases – Phases 1A and 1B.

On January 14, 2018 Phase 1A of the project was noticed for inviting bids. On January 30, 2018, Council awarded a construction contract that included a reduction of scope that was negotiated with the contractor to bring the project within budget. The reduced scope of improvements was moved to Phase 1B. On February 6, 2019, City Council accepted and authorized the filling of a Notice of Completion for Phase 1A.

**DISCUSSION**

Plans and specifications for Phase 1B were completed in October 2019 and on November 6, 2019 the City Council authorized Staff to publish a notice inviting construction bids for the project. Approval of this item will award the construction contract for Phase 1B. The Project will continue the improvements started in Phase 1A consisting of the installation of ADA compliant improvements (i.e. sidewalks, curb extensions bulb-out and access ramps), installation of dedicated Class II bike lanes, stormwater quality improvements (i.e. rain gardens), street landscape and irrigation improvements and roadway resurfacing. Additionally, the project includes the installation of detectable warning surfaces where needed, pruning tree roots and installing root barriers and installation of bus stop amenities such as bus shelters and trash cans. Related and appurtenant work includes construction surveying, adjusting of sewer and storm drain maintenance and utility covers to finished grade, and traffic control.

On December 19, 2019, a total of three (3) bids were received and publicly opened. The following is a summary of confirmed base bids received.

| | | | |
|---|---|---|---|
| 1 | Gentry Brothers, Inc. | Irwindale, CA | $1,715,418.60 |
| 2 | Hardy & Harper, Inc. | Lake Forest, CA | $1,750,045.00 |
| 3 | Los Angeles Engineering, Inc. | Covina, CA | $2,034,887.60 |

The lowest responsive and responsible bid was from Gentry Brothers, Inc. of Irwindale, CA. Staff has checked and verified references and recommends that the City Council move forward with the award

of contract in the amount of $1,715,418.60. If awarded, the construction work is estimated to start in early February 2020 and be completed by May 2020.

## ALTERNATIVES

1. The City Council may choose not to award a construction contract, reject all bids and re-bid the project. This action is not recommended as re-bidding the project will delay the work and increase costs.
2. Provide Staff with alternate direction.

## ENVIRONMENTAL REVIEW

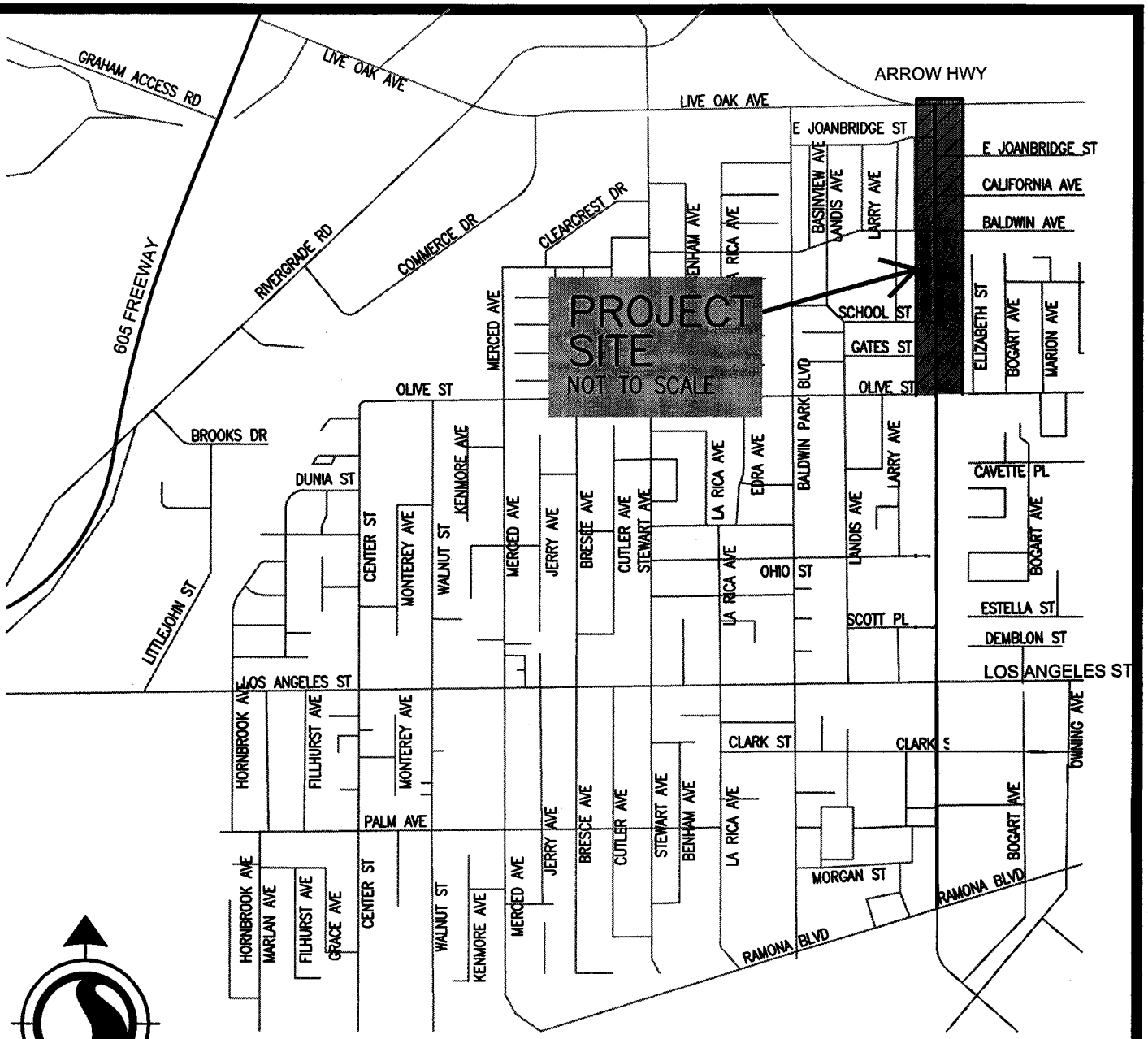
The subject Maine Avenue Complete Street Improvements Phase 1B Project is exempt from the California Environmental Quality Act (CEQA) pursuant to a Class 1 (Section 15201, Existing Facilities), subsection (c) exemption, which includes the repair, maintenance, and/or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety) The key consideration for a Class 1 exemption is whether the project involves negligible or no expansion of an existing use.

## LEGAL REVIEW

None Required

## ATTACHMENTS

1. Location Map
2. Bid Results Summary




# LOCATION MAP

Proj Info: 07-LA-0-BWP

Fed. Proj. ID: SRTSL 5323(031)

# City of Baldwin Park

Exhibit 15-D

## CIP 20-22, City Project No.15698

## Maine Avenue Phase 1B - Maine Avenue from Olive Street to Arrow Highway

| | Bid Results | | | 1 | | 2 | | 3 | |
|---|---|---|---|---|---|---|---|---|---|
| | CIP 20-22, City Project No.15698, Maine Avenue Phase 1B - Maine Avenue from Olive Street to Arrow Highway | | | Gentry Brothers, Inc. 384 E. Live Oak Ave. Irwindale, CA 91706 License No. : 397682A | | Hardy & Harper, Inc. 32 Rancho Circle Lake Forest, CA 92630 License No.:215952A,C-8&C12 | | Los Angeles Engineerin, Inc. 633 N. Barranca Ave. Covina, CA 91723 License No.: 591176 | |
| ITEM NO. | Work Description | Unit | Estimated Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | Traffic control | LS | 1 | $ 210,000.00 | $ 210,000.00 | $ 153,303.30 | $ 153,303.30 | $ 273,000.00 | $ 273,000.00 |
| 2 | Remove Existing Tree | EA | 12 | $ 200.00 | $ 2,400.00 | $ 700.00 | $ 8,400.00 | $ 1,000.00 | $ 12,000.00 |
| 3 | Remove and Construct 4" Thick Concrete Sidewalk | SF | 11710 | $ 7.50 | $ 87,825.00 | $ 7.50 | $ 87,825.00 | $ 9.00 | $ 105,390.00 |
| 4 | Remove and Construct 6" Concrete Driveway Approach | SF | 5,210 | $ 8.00 | $ 41,680.00 | $ 11.60 | $ 60,436.00 | $ 10.00 | $ 52,100.00 |
| 5 | Remove and Construct Concrete Curb Ramp | EA | 16 | $ 3,500.00 | $ 56,000.00 | $ 4,000.00 | $ 64,000.00 | $ 3,200.00 | $ 51,200.00 |
| 6 | Remove and Construct 6" Concrete Curb and/or 6" Curb and 18" Gutter | LF | 2,720 | $ 60.00 | $ 163,200.00 | $ 54.00 | $ 146,880.00 | $ 47.00 | $ 127,840.00 |
| 7 | Remove and Construct Concrete Cross Gutter and/or Spandrel | SF | 1,980 | $ 11.00 | $ 21,780.00 | $ 20.60 | $ 40,788.00 | $ 15.00 | $ 29,700.00 |
| 8 | Sawcut and Remove Existing AC Pavement, Base, and Subgrade | CY | 860 | $ 30.00 | $ 25,800.00 | $ 110.00 | $ 94,600.00 | $ 85.00 | $ 73,100.00 |
| 9 | Provide Traffic Signing, Striping, Markings, Curb Painting, and Signs | LS | 1 | $ 60,000.00 | $ 60,000.00 | $ 60,000.00 | $ 60,000.00 | $ 66,000.00 | $ 66,000.00 |
| 10 | Traffic Signal System Upgrade for the Intersection of Maine Avenue and Olive Street (Removable Bid Item) | LS | 1 | $ 44,078.40 | $ 44,078.40 | $ 41,000.00 | $ 41,000.00 | $ 50,000.00 | $ 50,000.00 |
| 11 | Traffic Signal System Upgrade for the Intersection of Maine Avenue and Arrow Highway | LS | 1 | $ 61,908.00 | $ 61,908.00 | $ 48,000.00 | $ 48,000.00 | $ 58,000.00 | $ 58,000.00 |
| 12 | Unclassified Excavation | CY | 610 | $ 30.00 | $ 18,300.00 | $ 110.00 | $ 67,100.00 | $ 68.00 | $ 41,480.00 |
| 13 | Cold Mill Existing Asphalt Concrete (AC) Pavement (1.5" Depth) | SF | 187,990 | $ 0.30 | $ 56,397.00 | $ 0.23 | $ 43,237.70 | $ 0.24 | $ 45,117.60 |
| 14 | Construct 1.5" Thick ARHM Overlay (C2-PG 64-16) | TON | 1,710 | $ 85.00 | $ 145,350.00 | $ 98.00 | $ 167,580.00 | $ 115.00 | $ 196,650.00 |
| 15 | Provide and Place Crushed Miscellaneous Base (CMB) | TON | 250 | $ 17.00 | $ 4,250.00 | $ 62.00 | $ 15,500.00 | $ 80.00 | $ 20,000.00 |
| 16 | Construct Concrete Curb Ramp | EA | 3 | $ 3,000.00 | $ 9,000.00 | $ 4,000.00 | $ 12,000.00 | $ 2,800.00 | $ 8,400.00 |
| 17 | Sawcut and Remove Existing Concrete Driveway Approach | SF | 790 | $ 4.00 | $ 3,160.00 | $ 4.00 | $ 3,160.00 | $ 3.00 | $ 2,370.00 |
| 18 | Construct 4" Thick Concrete Sidewalk | SF | 2,560 | $ 6.00 | $ 15,360.00 | $ 7.50 | $ 19,200.00 | $ 6.50 | $ 16,640.00 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 19 | Landscape Planting | LS | 1 | $ 40,000.00 | $ 40,000.00 | $ 45.00 | $ 45.00 | $ 50,000.00 | $ 50,000.00 |
| 20 | Irrigation System Domestic Water | LS | 1 | $ 235,000.00 | $ 235,000.00 | $ 110,000.00 | $ 110,000.00 | $ 225,000.00 | $ 225,000.00 |
| 21 | Construct Rain Garden | SF | 2,090 | $ 17.00 | $ 35,530.00 | $ 13.00 | $ 27,170.00 | $ 65.00 | $ 135,850.00 |
| 22 | Relocate Fire Hydrant Assembly | EA | 5 | $ 19,500.00 | $ 97,500.00 | $ 16,000.00 | $ 80,000.00 | $ 21,000.00 | $ 105,000.00 |
| 23 | Furnish and Install 8" D.I.P. Water Main, Class 350 | LF | 510 | $ 180.00 | $ 91,800.00 | $ 250.00 | $ 127,500.00 | $ 223.00 | $ 113,730.00 |
| 24 | Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames and Covers to Finished Grade | EA | 14 | $ 600.00 | $ 8,400.00 | $ 680.00 | $ 9,520.00 | $ 900.00 | $ 12,600.00 |
| 25 | Provide Construction Survey | LS | 1 | $ 22,000.00 | $ 22,000.00 | $ 18,000.00 | $ 18,000.00 | $ 30,000.00 | $ 30,000.00 |
| 26 | Construct 12" Rectangular Drain (Foundry Supplies) | LF | 660 | $ 50.00 | $ 33,000.00 | $ 230.00 | $ 151,800.00 | $ 62.00 | $ 40,920.00 |
| 27 | Install Solar Power Assembly with Push Button, Signs, RRFB, and Solar Panel | EA | 4 | $ 11,740.80 | $ 46,963.20 | $ 11,500.00 | $ 46,000.00 | $ 11,000.00 | $ 44,000.00 |
| 28 | Re-establish Survey Monuments and Centerline Ties | LS | 1 | $ 8,600.00 | $ 8,600.00 | $ 3,500.00 | $ 3,500.00 | $ 3,800.00 | $ 3,800.00 |
| 29 | Standard 180-Day Contractor's Maintenance Period | LS | 1 | $ 30,137.00 | $ 30,137.00 | $ 3,500.00 | $ 3,500.00 | $ 5,000.00 | $ 5,000.00 |
| 30 | Provide Soil and Pavement Testing Services as Directed by the Engineer – Allowance | LS | 1 | $ 40,000.00 | $ 40,000.00 | $ 40,000.00 | $ 40,000.00 | $ 40,000.00 | $ 40,000.00 |
| **TOTAL** | | | | | **$ 1,715,418.60** | | **$ 1,750,045.00** | | **$ 2,034,887.60** |

ITEM NO. 13

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Mark Hsu, Information Systems Supervisor

**DATE:** January 15, 2020

**SUBJECT:** Award of Proposals for CIP NO. 20-4, Re-wire Network Cable Project

---

## SUMMARY

This item will authorize award of contract for city project No. 20-4 – Re-wire network cables for basement, first floor, second floor, third floor and Community Center admin office. This project is listed in the current fiscal year 2019-20 Capital Improvement Program (CIP #20-4). This project will improve our current network cable infrastructure and is a mandated requirement to execute another CIP #20-3 new phone system – citywide. This project will be executed in five phases.

## RECOMMENDATION

Staff recommends that the City Council:

1. Approve and award the contract to Data Installers, Inc. in the amount of $37,670.00; and
2. Authorize Mayor and City Clerk to execute the proposal for city network cable infrastructure improvements.

## FISCAL IMPACT

There is no impact to the general fund. The fund for this project will be covered by CIP #20-4 ($15,000) and partial of CIP #20-3 ($150,000)

## BACKGROUND

The current city network cable infrastructure is outdated. The City currently uses CAT5 cabling with two twisted pairs, affording us only 100 Mbps of bandwidth. Rewiring using CAT6 will provide us the ability to raise out bandwidth capacity to 1Gbps, improving the operation of out locally hosted applications, data shares, and communications across our network.

These rewiring efforts are required precondition to acquiring a modern digital phone system, which has been accounted for in our Capital Improvement Program (CIP #20-3) and will be executed after the conclusion of this rewiring project. This is necessary, as our current phone system is out of support. In addition, the phone system is no longer serviceable and obsolete. This project will pave the way to install a new modern phone system.

Staff solicited bids and received 4 quotes. Data Installers, Inc. is the lowest responsible bidder.

## LEGAL REVIEW

Not applicable

## ALTERNATIVES

The City Council may choose not to award this project and keep using our current network cable infrastructure.

## ATTACHMENTS

1. Proposals for three different quotes

Total of five phase quotes from Data Technologies, Inc.

| Basement | 1st Floor | 2nd Floor | 3rd Floor | C.C. Admin Office | Total |
|---|---|---|---|---|---|
| $5,914.17 | $16,960.00 | $15,518.66 | $9,688.76 | $6,939.68 | $55,021.27 |

License #1003734
Quote #N06MK91
**City of Baldwin Park**
Basement Re-cabling

Data Technologies Inc is pleased to be able to provide the following quote for your upcoming project. DTI will provide all the following:

## Scope of Work

**1. IDF**

A. Provide and install (1) Category 6, 24-port patch panel in the existing cabinet in the IDF.

**2. Station Cables**

A. (2) Data cables will be pulled, terminated and tested from the basement IDF located inside the dispatch office to (7) surface mount locations.
B. The cabling will route thru the raised floor and back out to the hallway via a vertical chase.
C. All cabling to run above the keylock ceiling.
D. Provide and install ivory latch duct to conceal the cables.
E. The provided cable will be Category 6, UTP, 4pr, Plenum rated.

**3. Patch Panel**

A. Patch panel cables to be terminated 568B.

**4. Terminations**

A. Data station cables to be terminated 568B to an ICC 2-port surface box with ivory ICC Category 6 inserts.

**5. Certification and Labeling**

A. Certify data cables for Category 6 compliance.
B. Label station surface box and patch panels with location number.

**Total Materials $2,121.16**
**Total Labor $3,591.50**
**Sales Tax $201.51**

**Total Quote $5,914.17**

Terms: NET 30 Days
Quote Valid 30 Days
Prevailing Wage Labor

Approved: _____

**Data Technologies, Inc**
**187 W Orangethorpe Ave, Placentia, CA 92870, www.datatechsinc.com (714) 865-1802 FAX (714) 693-3389**

License #1003734
Quote #N06MK92
**City of Baldwin Park**
1st Floor Re-cabling

Data Technologies Inc is pleased to be able to provide the following quote for your upcoming project. DTI will provide all the following:

## Scope of Work

**1. IDF**

A. Provide and install (1) Category 6, 48-port patch panel and (1) Category 6, 24-port patch in the existing wall rack in the 1st floor IDF.
B. Pull (2) Category 6, UTP, plenum rated cables from the MDF to the 1st floor IDF.
C. Provide and install (1) 4" conduit stub above the door to the IDF for cable access to the hallway above the ceiling.

**2. Station Cables**

A. (1) Data cable will be pulled, terminated and tested from the 1st floor IDF to (4) surface mount locations.
B. (2) Data cables will be pulled, terminated and tested from the 1st floor IDF to (2) surface mount locations.
C. (3) Data cables will be pulled, terminated and tested from the 1st floor IDF to (3) surface mount locations.
D. (4) Data cables will be pulled, terminated and tested from the 1st floor IDF to (2) surface mount locations.
E. (1) Data cable will be pulled, terminated and tested from the 1st floor IDF to (17) face plate locations.
F. (2) Data cables will be pulled, terminated and tested from the 1st floor IDF to (5) face plate locations.
G. (1) Data cable will be pulled from the wall in the conference room to the area behind the TV in the conference room.
H. The cabling will route thru the 4" sleeve and out to the hallway above the ceiling.
I. All cabling to run above the keylock ceiling.
J. Provide and install ivory latch duct to conceal the cables at the surface mount location.
K. The provided cable will be Category 6, UTP, 4pr, Plenum rated.

**3. Patch Panel**

A. Patch panel cables to be terminated 568B.

**4. Terminations**

A. Data station cables to be terminated 568B on various face plates and surface boxes using ivory ICC Category 6 inserts.

**5. Certification and Labeling**

A. Certify data cables for Category 6 compliance.
B. Label station surface box and patch panels with location number.

**Total Materials $5,943.63**
**Total Labor $10,451.73**
**Sales Tax $564.64**

**Total Quote $16,960.00**

Terms: NET 30 Days
Quote Valid 30 Days
Prevailing Wage Labor

Approved: _____

**Data Technologies, Inc**
**187 W Orangethorpe Ave, Placentia, CA 92870, www.datatechsinc.com (714) 865-1802 FAX (714) 693-3389**

License #1003734
Quote #N06MK93
**City of Baldwin Park**
2nd Floor Re-cabling

Data Technologies Inc is pleased to be able to provide the following quote for your upcoming project. DTI will provide all the following:

## Scope of Work

**1. IDF**

A. Provide and install (1) Category 6, 48-port patch panel and (1) Category 6, 24-port patch in the existing wall rack in the 2nd floor IDF.
B. Provide and install (1) 4" conduit stub above the door to the IDF for cable access to the hallway above the ceiling.

**2. Station Cables**

A. (1) Data cable will be pulled, terminated and tested from the 2nd floor IDF to (5) surface mount locations.
B. (2) Data cables will be pulled, terminated and tested from the 2nd floor IDF to (1) surface mount location.
C. (3) Data cables will be pulled, terminated and tested from the 2nd floor IDF to (4) surface mount locations.
D. (4) Data cables will be pulled, terminated and tested from the 2nd floor IDF to (2) surface mount locations.
E. (1) Data cable will be pulled, terminated and tested from the 2nd floor IDF to (19) face plate locations.
F. (2) Data cables will be pulled, terminated and tested from the 2nd floor IDF to (1) face plate location.
G. (3) Data cables will be pulled, terminated and tested from the 2nd floor IDF to (2) face plate locations.
H. The cabling will route thru the 4" sleeve and out to the hallway above the ceiling.
I. All cabling to run above the drop tile ceiling.
J. Provide and install ivory latch duct to conceal the cables at the surface mount location.
K. The provided cable will be Category 6, UTP, 4pr, Plenum rated.

**3. Patch Panel**

A. Patch panel cables to be terminated 568B.

**4. Terminations**

A. Data station cables to be terminated 568B on various face plates and surface boxes using ivory ICC Category 6 inserts.

**5. Certification and Labeling**

A. Certify data cables for Category 6 compliance.
B. Label station surface box and patch panels with location number.

**Total Materials $6,373.15**
**Total Labor $8,540.06**
**Sales Tax $605.45**

**Total Quote $15,518.66**

Terms: NET 30 Days

Quote Valid 30 Days
Prevailing Wage Labor

Approved: _____

License #1003734
Quote #N06MK94
**City of Baldwin Park**
3rd Floor Re-cabling

Data Technologies Inc is pleased to be able to provide the following quote for your upcoming project. DTI will provide all the following:

## Scope of Work

**1. IDF**

A. Provide and install (1) Category 6, 48-port patch panel in the existing wall rack in the 3rd floor IDF.
B. Provide and install (1) 3" conduit stub above the door to the IDF for cable access to the hallway above the ceiling.

**2. Station Cables**

A. (1) Data cable will be pulled, terminated and tested from the 3rd floor IDF to (5) surface mount locations.
B. (4) Data cables will be pulled, terminated and tested from the 3rd floor IDF to (1) surface mount locations.
C. (1) Data cable will be pulled, terminated and tested from the 3rd floor IDF to (13) face plate locations.
D. (2) Data cables will be pulled, terminated and tested from the 3rd floor IDF to (4) face plate locations.
E. The cabling will route thru the 4" sleeve and out to the hallway above the ceiling.
F. All cabling to run above the drop tile ceiling.
G. Provide and install ivory latch duct to conceal the cables at the surface mount location.
H. The provided cable will be Category 6, UTP, Plenum rated.

**3. Patch Panel**

A. Patch panel cables to be terminated 568B.

**4. Terminations**

A. Data station cables to be terminated 568B on various face plates and surface boxes using ivory ICC Category 6 inserts.

**5. Certification and Labeling**

A. Certify data cables for Category 6 compliance.
B. Label station surface box and patch panels with location number.

**Total Materials $3,626.05**
**Total Labor $5,718.24**
**Sales Tax $344.47**

**Total Quote $9,688.76**

Terms: NET 30 Days
Quote Valid 30 Days
Prevailing Wage Labor

Approved: _____

**Data Technologies, Inc**
**187 W Orangethorpe Ave, Placentia, CA 92870, www.datatechsinc.com (714) 865-1802 FAX (714) 693-3389**

License #1003734
Quote #N06MK95
**City of Baldwin Park**
Community Center Re-cabling

Data Technologies Inc is pleased to be able to provide the following quote for your upcoming project. DTI will provide all the following:

## Scope of Work

**1. IDF**

A. Provide and install (1) 6U wall cabinet, 22.5" usable space, lockable.
B. Provide and install (1) Category 6, 48-port patch panel in the new wall rack.

**2. Station Cables**

A. (1) Data cable will be pulled, terminated and tested from the wall mount cabinet to (5) surface mount locations.
B. (2) Data cables will be pulled, terminated and tested from the wall mount cabinet to (1) surface mount location.
C. (3) Data cables will be pulled, terminated and tested from the wall mount cabinet to (1) surface mount location.
D. (1) Data cable will be pulled, terminated and tested from the wall mount cabinet to (8) face plate locations.
E. (2) Data cables will be pulled, terminated and tested from the wall mount cabinet to (2) face plate locations.
F. (3) Data cables will be pulled, terminated and tested from the wall mount cabinet to (1) face plate locations.
G. All cabling to run above the drop tile ceiling.
H. Provide and install ivory latch duct to conceal the cables at the surface mount location.
I. The provided cable will be Category 6, UTP, 4pr, Plenum rated.

**3. Patch Panel**

A. Patch panel cables to be terminated 568B.

**4. Terminations**

A. Data station cables to be terminated 568B on various face plates and surface boxes using ivory ICC Category 6 inserts.

**5. Certification and Labeling**

A. Certify data cables for Category 6 compliance.
B. Label station surface box and patch panels with location number.

**Total Materials $3,255.82**
**Total Labor $3,374.56**
**Sales Tax $309.30**

**Total Quote $6,939.68**

Terms: NET 30 Days
Quote Valid 30 Days
Prevailing Wage Labor

Approved: _____

**Data Technologies, Inc**
**187 W Orangethorpe Ave, Placentia, CA 92870, www.datatechsinc.com (714) 865-1802 FAX (714) 693-3389**

Total of five phase quotes from VERSATEL.

| Basement | 1st Floor | 2nd Floor | 3rd Floor | C.C. Admin Office | Total |
|---|---|---|---|---|---|
| $8,114.56 | $15803.95 | $15,757.27 | $12,604.70 | $5,118.42 | $57,398.90 |

# Estimate

7211 Haven Ave., Suite E604
Alta Loma, Ca 91701

| Date | Estimate # |
|---|---|
| 10/30/2019 | 22230 |

| Name / Address | Ship To |
|---|---|
| City of Baldwin Park<br>Mark Hsu<br>4403 E Pacific Ave<br>Baldwin Park, CA 91706 | City of Baldwin Park<br>Mark Hsu<br>4403 E Pacific Ave<br>Baldwin Park, CA 91706 |

| P.O. No. | Terms | Due Date | Rep | Project |
|---|---|---|---|---|
| | | 10/23/2019 | | |

| Item | Description | Qty | U/M | Cost | Total |
|---|---|---|---|---|---|
| | Phase 4 project Basement | | | | |
| 09BT-6EA4-4 | Cat6e Non Plenum Cable | 4 | | 135.00 | 540.00T |
| CAT6 Data Jacks | CAT6 Data Jacks | 14 | | 4.38786 | 61.43T |
| ICC1PFP | 1 Port Face Plate or surface mount | 14 | | 1.29571 | 18.14T |
| 24 Port Patch Pa... | 24 Port Patch Panel | 1 | | 54.00 | 54.00T |
| Panduit 1.5" x 1... | Panduit 1.0" x 6 ft raceway | 20 | | 30.00 | 600.00T |
| Labor Installation | Labor Installation : Weekend from Friday to Sunday 8:30-4:30 | 1 | | 6,720.00 | 6,720.00 |

| | |
|---|---|
| **Subtotal** | $7,993.57 |
| **Sales Tax (9.5%)** | $120.99 |
| **Total** | $8,114.56 |

Acceptance Signature _____

| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| (909) 941-2000 | (909) 689-5269 | jose@versatelecomgroup.com | www.versatelecomgroup.com |

# Estimate

7211 Haven Ave., Suite E604
Alta Loma, Ca 91701

| Date | Estimate # |
|---|---|
| 10/30/2019 | 22229 |

| Name / Address | Ship To |
|---|---|
| City of Baldwin Park<br>Mark Hsu<br>4403 E Pacific Ave<br>Baldwin Park, CA 91706 | City of Baldwin Park<br>Mark Hsu<br>4403 E Pacific Ave<br>Baldwin Park, CA 91706 |

| P.O. No. | Terms | Due Date | Rep | Project |
|---|---|---|---|---|
| | | 10/23/2019 | | |

| Item | Description | Qty | U/M | Cost | Total |
|---|---|---|---|---|---|
| | Phase 4 project 1st Floor | | | | |
| 09BT-6EA4-4 | Cat6e Non Plenum Cable | 8 | | 135.00 | 1,080.00T |
| CAT6 Data Jacks | CAT6 Data Jacks | 51 | | 4.38745 | 223.76T |
| ICC1PFP | 1 Port Face Plate or surface mount | 51 | | 1.29608 | 66.10T |
| 2013-48C6E | Cat 6 - 48 Port Patch Panel | 1 | | 135.00 | 135.00T |
| 24 Port Patch Pa... | Cat6 24 Port Patch Panel | 1 | | 54.00 | 54.00T |
| Panduit 1.5" x 1... | Panduit 1.0" x 6 ft raceway | 20 | | 30.00 | 600.00T |
| Labor Installation | Labor Installation : Weekend from Friday to Sunday 8:30-4:30 | 1 | | 13,440.00 | 13,440.00 |

| | |
|---|---|
| **Subtotal** | $15,598.86 |
| **Sales Tax (9.5%)** | $205.09 |
| **Total** | $15,803.95 |

Acceptance Signature _____

| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| (909) 941-2000 | (909) 689-5269 | jose@versatelecomgroup.com | www.versatelecomgroup.com |

# Estimate

7211 Haven Ave., Suite E604
Alta Loma, Ca 91701

| Date | Estimate # |
|---|---|
| 10/30/2019 | 22228 |

| Name / Address | Ship To |
|---|---|
| City of Baldwin Park<br>Mark Hsu<br>4403 E Pacific Ave<br>Baldwin Park, CA 91706 | City of Baldwin Park<br>Mark Hsu<br>4403 E Pacific Ave<br>Baldwin Park, CA 91706 |

| P.O. No. | Terms | Due Date | Rep | Project |
|---|---|---|---|---|
| | | 10/23/2019 | | |

| Item | Description | Qty | U/M | Cost | Total |
|---|---|---|---|---|---|
| | Phase 3 project 2nd Floor | | | | |
| 09BT-6EA4-4 | Cat6e Non Plenum Cable | 8 | | 135.00 | 1,080.00T |
| CAT6 Data Jacks | CAT6 Data Jacks | 53 | | 4.38755 | 232.54T |
| ICC1PFP | 1 Port Face Plate or surface mount | 53 | | 1.29604 | 68.69T |
| 2013-48C6E | Cat 6 - 48 Port Patch Panel | 1 | | 81.00 | 81.00T |
| 24 Port Patch Pa... | Cat6 24 Port Patch Panel | 1 | | 54.00 | 54.00T |
| Panduit 1.5" x 1... | Panduit 1.0" x 6 ft raceway | 20 | | 30.00 | 600.00T |
| Labor Installation | Labor Installation : Weekend from Friday to Sunday 8:30-4:30 | 1 | | 13,440.00 | 13,440.00 |

| | |
|---|---|
| **Subtotal** | $15,556.23 |
| **Sales Tax (9.5%)** | $201.04 |
| **Total** | $15,757.27 |

Acceptance Signature _____

| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| (909) 941-2000 | (909) 689-5269 | jose@versatelecomgroup.com | www.versatelecomgroup.com |

# Estimate

7211 Haven Ave., Suite E604
Alta Loma, Ca 91701

| Date | Estimate # |
|---|---|
| 10/30/2019 | 22226 |

| Name / Address | Ship To |
|---|---|
| City of Baldwin Park<br>Mark Hsu<br>4403 E Pacific Ave<br>Baldwin Park, CA 91706 | City of Baldwin Park<br>Mark Hsu<br>4403 E Pacific Ave<br>Baldwin Park, CA 91706 |

| P.O. No. | Terms | Due Date | Rep | Project |
|---|---|---|---|---|
| | | 10/23/2019 | | |

| Item | Description | Qty | U/M | Cost | Total |
|---|---|---|---|---|---|
| | Phase 2 project 3rd Floor | | | | |
| 09BT-6EA4-4 | Cat6e Non Plenum Cable | 6 | | 135.00 | 810.00T |
| CAT6 Data Jacks | CAT6 Data Jacks | 31 | | 4.38742 | 136.01T |
| ICC1PFP | 1 Port Face Plate or surface mount | 31 | | 1.29613 | 40.18T |
| 2013-48C6E | Cat 6 - 48 Port Patch Panel | 1 | | 81.00 | 81.00T |
| 24 Port Patch Pa... | Cat6 24 Port Patch Panel | 1 | | 54.00 | 54.00T |
| Panduit 1.5" x 1... | Panduit 1.0" x 6 ft raceway | 20 | | 30.00 | 600.00T |
| Labor Installation | Labor Installation : Weekend from Friday to Sunday 8:30-4:30 | 1 | | 10,720.00 | 10,720.00 |

| | |
|---|---|
| **Subtotal** | $12,441.19 |
| **Sales Tax (9.5%)** | $163.51 |
| **Total** | $12,604.70 |

Acceptance Signature _____

| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| (909) 941-2000 | (909) 689-5269 | jose@versatelecomgroup.com | www.versatelecomgroup.com |

# Estimate

7211 Haven Ave., Suite E604
Alta Loma, Ca 91701

| Date | Estimate # |
|---|---|
| 10/30/2019 | 22236 |

| Name / Address | Ship To |
|---|---|
| City of Baldwin Park<br>Mark Hsu<br>4403 E Pacific Ave<br>Baldwin Park, CA 91706 | 4100 Baldwin Park Blvd<br>Baldwin Park, CA 91706 |

| P.O. No. | Terms | Due Date | Rep | Project |
|---|---|---|---|---|
| | | 10/23/2019 | | |

| Item | Description | Qty | U/M | Cost | Total |
|---|---|---|---|---|---|
| | Phase 1 project ESCC | | | | |
| 09BT-6EA4-4 | Cat6e Non Plenum Cable | 4 | | 135.00 | 540.00T |
| Navepoint 6U c... | Navepoint 6U cabinet<br>- Dimensions; 14.5" H x 24" W x 18"D; 130 lbs capacity; Sturdy welded frame; Rails with cage nuts style bolting; Fits std 19" rack mount equipment. Enclosed w/ glass door | 1 | | 179.55 | 179.55T |
| CAT6 Data Jacks | CAT6 Data Jacks | 26 | | 4.38769 | 114.08T |
| ICC1PFP | 1 Port Face Plate or surface mount | 26 | | 1.29615 | 33.70T |
| 2013-48C6E | Cat 6 - 48 Port Patch Panel | 1 | | 81.00 | 81.00T |
| Labor Installation | Labor Installation : | 1 | | 4,080.00 | 4,080.00 |

| | |
|---|---|
| **Subtotal** | $5,028.33 |
| **Sales Tax (9.5%)** | $90.09 |
| **Total** | $5,118.42 |

Acceptance Signature _____

| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| (909) 941-2000 | (909) 689-5269 | jose@versatelecomgroup.com | www.versatelecomgroup.com |

Total of five phase quotes from Data Installs Inc.

| Basement | 1st Floor | 2nd Floor | 3rd Floor | C.C. Admin Office | Total |
|---|---|---|---|---|---|
| $4,053.00 | $13,144.00 | $9,316.00 | $6,310.00 | $4,847.00 | $37,670.00 |

# DATAINSTALLERS INC
Your Low Voltage Integrator

BILL TO: CITY OF BALDWIN PARK
14403 East Pacific Avenue
Baldwin Park, CA 91706

SHIP TO: CITY OF BALDWIN PARK
14403 East Pacific Avenue
Baldwin Park, CA 91706

**PROPOSAL # 12958ED**
The following number must appear on all related correspondence; shipping papers, and invoices:

We are pleased to submit the following Proposal for your project. The cost is based on our discussions and plans. The proposal includes all labor, equipment and materials as specified below. All work to be completed in a workman like manner with quality and scheduling being of utmost importance. Estimate is valid 30 days from data below.

| W.O.DATE | REQUESTED BY | DEPARTMENT | INVOICE # FOR BILL | TERMS |
|---|---|---|---|---|
| 11/8/2019 | David Mortensen | Basement | 12958ED | Due on Receipt |

| DESCRIPTION OF WORK | | AMOUNT |
|---|---|---|
| Install (14) cat6 cables according to job walk and floor plan that was provided. Install all the cables back to the IDF feeding from the floor. Will try to get the cable in the wall but if the wall is concrete or if it has fire block we will install surface mount raceway to route the cable down to the location. Terminate, label, and test all cables to makes sure they are working properly. | **Low Voltage**<br>**LABOR/MATERIAL** | $4,053.00 |
| | **Low Voltage** All equipment installed will have one year warranty on parts and labor.<br>**MATERIAL**<br><br>(2) Cat6 Cable Riser,(1) 48 Port Cat6 Patch Panel, (14) cat6 Jack, (12) SM Raceway, (7) Ceiling Bracket, (7) Cuplink, (1) Misc. Material | |

EXCLUSIONS & CLARIFICATIONS:

a. Patching and painting are not included in this quotation
b. No conduit is included unless specifically specified in the above scope of work
c. Price is contingent upon work being done during normal business hours, if work it to be done after hours, an extra charge shall be incurred
d. Any extra trip to the above mentioned location for warranty work shall be done during normal business hours, if materials found to be damaged due to outside interference a service call will be invoiced on a time and material basis
e. Any additional insurance above Data Installers, Inc. standard coverage

| | |
|---|---|
| SUBTOTAL | $4,053.00 |
| | |
| FREIGHT | $0.00 |
| TOTAL | $4,053.00 |

NOTE: All payments not received within thirty-one (31) days of the invoice date shall be considered past due and subject to a 1 ½% penalty for each month. At six (6) months past due the account will be forwarded to a collections agency.

**AUTHORIZED BY** _____ **DATE** _____

DATAINSTALLERS INC
Your Low Voltage Integrator

**SEND ALL CORRESPONDENCE TO:**

**Data Installers, Inc.**
4190 Mission Blvd
Montclair, CA 91763
C7 License# 956385

PHONE: 909.563.8333
FAX 909.628.6777

# DATAINSTALLERS INC
Your Low Voltage Integrator

BILL TO: CITY OF BALDWIN PARK
14403 East Pacific Avenue
Baldwin Park, CA 91706

SHIP TO: CITY OF BALDWIN PARK
14403 East Pacific Avenue
Baldwin Park, CA 91706

**PROPOSAL # 12959ED**
The following number must appear on all related correspondence; shipping papers, and invoices:

We are pleased to submit the following Proposal for your project. The cost is based on our discussions and plans. The proposal includes all labor, equipment and materials as specified below. All work to be completed in a workman like manner with quality and scheduling being of utmost importance. Estimate is valid 30 days from data below.

| W.O DATE | REQUESTED BY | DEPARTMENT | INVOICE # FOR BILL | TERMS |
|---|---|---|---|---|
| 11/8/2019 | David Mortensen | 1st Floor | 12959ED | Due on Receipt |

| DESCRIPTION OF WORK | | AMOUNT |
|---|---|---|
| Install (54) cat6 cables according to job walk and floor plan that was provided. Install all the cables back to the IDF. Install (1) cat6 cable from the IDF in the basement to the IDF on the 1st floor. Install (1) 4" conduit sleeve to feed the cable into the IDF. Will try to get the cable in the wall but if the wall is concrete or if it has fire block we will install surface mount raceway to route the cable down to the location. Terminate, label, and test all cables to makes sure they are working properly. | **Low Voltage**<br>**LABOR/MATERIAL** | $13,144.00 |
| | **Low Voltage** All equipment installed will have one year warranty on parts and labor.<br>**MATERIAL**<br>(13) Cat6 Cable Riser,(2) 48 Port Cat6 Patch Panel, (54) cat6 Jack, (34) SMB, (34) SM Raceway, (17) Ceiling Bracket, (17) Cuplink, (1) Misc. Material | |

EXCLUSIONS & CLARIFICATIONS:

a. Patching and painting are not included in this quotation
b. No conduit is included unless specifically specified in the above scope of work
c. Price is contingent upon work being done during normal business hours, if work it to be done after hours, an extra charge shall be incurred
d. Any extra trip to the above mentioned location for warranty work shall be done during normal business hours, if materials found to be damaged due to outside interference a service call will be invoiced on a time and material basis
e. Any additional insurance above Data Installers, Inc. standard coverage

| | |
|---|---|
| SUBTOTAL | $13,144.00 |
| | |
| FREIGHT | $0.00 |
| TOTAL | $13,144.00 |

NOTE: All payments not received within thirty-one (31) days of the invoice date shall be considered past due and subject to a 1 ½% penalty for each month. At six (6) months past due the account will be forwarded to a collections agency.

**AUTHORIZED BY** **DATE**

DATAINSTALLERS INC
Your Low Voltage Integrator

**SEND ALL CORRESPONDENCE TO:**

**Data Installers, Inc.**
4190 Mission Blvd
Montclair, CA 91763
C7 License# 956385

PHONE: 909.563.8333
FAX 909.628.6777

# DATAINSTALLERS INC
Your Low Voltage Integrator

| BILL TO: | SHIP TO: |
|---|---|
| CITY OF BALDWIN PARK<br>14403 East Pacific Avenue<br>Baldwin Park, CA 91706 | CITY OF BALDWIN PARK<br>14403 East Pacific Avenue<br>Baldwin Park, CA 91706 |

**PROPOSAL # 12960ED**
The following number must appear on all related correspondence; shipping papers, and invoices:

We are pleased to submit the following Proposal for your project. The cost is based on our discussions and plans. The proposal includes all labor, equipment and materials as specified below. All work to be completed in a workman like manner with quality and scheduling being of utmost importance. Estimate is valid 30 days from data below.

| W.O DATE | REQUESTED BY | DEPARTMENT | INVOICE # FOR BILL | TERMS |
|---|---|---|---|---|
| 11/8/2019 | David Mortensen | 2nd Floor | 12960ED | Due on Receipt |

| DESCRIPTION OF WORK | | AMOUNT |
|---|---|---|
| Install (56) cat6 cables according to job walk and floor plan that was provided. Install all the cables back to the IDF. Install (1) 4" conduit sleeve to feed the cable into the IDF. Will try to get the cable in the wall but if the wall is concrete or if it has fire block we will install surface mount raceway to route the cable down to the location. Will route the cable for the counter to couple locations. Terminate, label, and test all cables to makes sure they are working properly. | **Low Voltage**<br>**LABOR/MATERIAL** | $9,316.00 |
| | **Low Voltage** All equipment installed will have one year warranty on parts and labor.<br>**MATERIAL**<br><br>(11) Cat6 Cable Riser, (2) 48 Port Cat6 Patch Panel, (56) cat6 Jack, (18) SMB, (18) SM Raceway, (8) Ceiling Bracket, (10) Cuplink, (1) Misc. Material | |

EXCLUSIONS & CLARIFICATIONS:

a. Patching and painting are not included in this quotation

b. No conduit is included unless specifically specified in the above scope of work

c. Price is contingent upon work being done during normal business hours, if work it to be done after hours, an extra charge shall be incurred

d. Any extra trip to the above mentioned location for warranty work shall be done during normal business hours, if materials found to be damaged due to outside interference a service call will be invoiced on a time and material basis

e. Any additional insurance above Data Installers, Inc. standard coverage

| | |
|---|---|
| SUBTOTAL | $9,316.00 |
| | |
| FREIGHT | $0.00 |
| TOTAL | $9,316.00 |

NOTE: All payments not received within thirty-one (31) days of the invoice date shall be considered past due and subject to a 1 ½% penalty for each month. At six (6) months past due the account will be forwarded to a collections agency.

**AUTHORIZED BY** _____ **DATE** _____

DATAINSTALLERS INC
Your Low Voltage Integrator

**SEND ALL CORRESPONDENCE TO:**

**Data Installers, Inc.**
4190 Mission Blvd
Montclair, CA 91763
C7 License# 956385

PHONE: 909.563.8333
FAX 909.628.6777

# DATAINSTALLERS INC
Your Low Voltage Integrator

| BILL TO: | SHIP TO: |
|---|---|
| CITY OF BALDWIN PARK<br>14403 East Pacific Avenue<br>Baldwin Park, CA 91706 | CITY OF BALDWIN PARK<br>14403 East Pacific Avenue<br>Baldwin Park, CA 91706 |

**PROPOSAL # 12961ED**
The following number must appear on all related correspondence; shipping papers, and invoices:

We are pleased to submit the following Proposal for your project. The cost is based on our discussions and plans. The proposal includes all labor, equipment and materials as specified below. All work to be completed in a workman like manner with quality and scheduling being of utmost importance. Estimate is valid 30 days from data below.

| W.O.DATE | REQUESTED BY | DEPARTMENT | INVOICE # FOR BILL | TERMS |
|---|---|---|---|---|
| 11/8/2019 | David Mortensen | 3rd Floor | 12961ED | Due on Receipt |

| DESCRIPTION OF WORK | | AMOUNT |
|---|---|---|
| Install (31) cat6 cables according to job walk and floor plan that was provided. Install all the cables back to the IDF. Install (1) 2" conduit sleeve to feed the cable into the IDF. Install (1) 12 port patch panel on one side of the building. Will try to get the cable in the wall but if the wall is concrete or if it has fire block we will install surface mount raceway to route the cable down to the location. Terminate, label, and test all cables to makes sure they are working properly. | **Low Voltage**<br>**LABOR/MATERIAL** | $6,310.00 |
| | **Low Voltage** All equipment installed will have one year warranty on parts and labor.<br>**MATERIAL**<br><br>(5) Cat6 Cable Riser, (1) 48 Port Cat6 Patch Panel, (1) 12 Port Cat6 Patch panel, (31) cat6 Jack, (7) SMB, (7) SM Raceway, (3) Ceiling Bracket, (5) Cuplink, (1) Misc. Material | |

EXCLUSIONS & CLARIFICATIONS:

a. Patching and painting are not included in this quotation

b. No conduit is included unless specifically specified in the above scope of work

c. Price is contingent upon work being done during normal business hours, if work it to be done after hours, an extra charge shall be incurred

d. Any extra trip to the above mentioned location for warranty work shall be done during normal business hours, if materials found to be damaged due to outside interference a service call will be invoiced on a time and material basis

e. Any additional insurance above Data Installers, Inc. standard coverage

| | |
|---|---|
| SUBTOTAL | $6,310.00 |
| | |
| FREIGHT | $0.00 |
| TOTAL | $6,310.00 |

NOTE: All payments not received within thirty-one (31) days of the invoice date shall be considered past due and subject to a 1 ½% penalty for each month. At six (6) months past due the account will be forwarded to a collections agency.

**AUTHORIZED BY** **DATE**

DATAINSTALLERS INC
Your Low Voltage Integrator

**SEND ALL CORRESPONDENCE TO:**

**Data Installers, Inc.**
4190 Mission Blvd
Montclair, CA 91763
C7 License# 956385

PHONE: 909.563.8333
FAX 909.628.6777

# DATAINSTALLERS INC
Your Low Voltage Integrator

| BILL TO: | SHIP TO: |
|---|---|
| CITY OF BALDWIN PARK<br>14403 East Pacific Avenue<br>Baldwin Park, CA 91706 | CITY OF BALDWIN PARK<br>14403 East Pacific Avenue<br>Baldwin Park, CA 91706 |

**PROPOSAL # 12962ED**
The following number must appear on all related correspondence; shipping papers, and invoices:

We are pleased to submit the following Proposal for your project. The cost is based on our discussions and plans. The proposal includes all labor, equipment and materials as specified below. All work to be completed in a workman like manner with quality and scheduling being of utmost importance. Estimate is valid 30 days from data below.

| W.O.DATE | REQUESTED BY | DEPARTMENT | INVOICE # FOR BILL | TERMS |
|---|---|---|---|---|
| 11/8/2019 | David Mortensen | Community CTR | 12962ED | Due on Receipt |

| DESCRIPTION OF WORK | | AMOUNT |
|---|---|---|
| Install (25) cat6 cables according to job walk and floor plan that was provided. Install (1) 2ft enclouser for the new cables. Install all the cables back to the new IDF. Install (1) 2" conduit sleeve to feed the cable into the IDF. Will try to get the cable in the wall but if the wall is concrete or if it has fire block we will install surface mount raceway to route the cable down to the location. Terminate, label, and test all cables to makes sure they are working properly. | **Low Voltage**<br>**LABOR/MATERIAL** | $4,847.00 |
| | **Low Voltage** All equipment installed will have one year warranty on parts and **MATERIAL** labor.<br><br>(4) Cat6 Cable Riser, (1) 48 Port Cat6 Patch Panel, (25) cat6 Jack, (4) SMB, (4) SM Raceway, (1) Ceiling Bracket, (2) Cuplink, (1) Misc. Material | |

EXCLUSIONS & CLARIFICATIONS:

a. Patching and painting are not included in this quotation

b. No conduit is included unless specifically specified in the above scope of work

c. Price is contingent upon work being done during normal business hours, if work it to be done after hours, an extra charge shall be incurred

d. Any extra trip to the above mentioned location for warranty work shall be done during normal business hours, if materials found to be damaged due to outside interference a service call will be invoiced on a time and material basis

e. Any additional insurance above Data Installers, Inc. standard coverage

| | |
|---|---|
| SUBTOTAL | $4,847.00 |
| FREIGHT | $0.00 |
| TOTAL | $4,847.00 |

NOTE: All payments not received within thirty-one (31) days of the invoice date shall be considered past due and subject to a 1 ½% penalty for each month. At six (6) months past due the account will be forwarded to a collections agency.

**AUTHORIZED BY** **DATE**

DATAINSTALLERS INC
Your Low Voltage Integrator

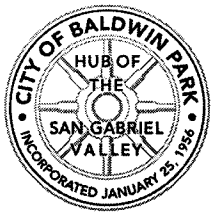
**SEND ALL CORRESPONDENCE TO:**

**Data Installers, Inc.**
4190 Mission Blvd
Montclair, CA 91763
C7 License# 956385

PHONE: 909.563.8333
FAX 909.628.6777

ITEM NO. 14

# STAFF REPORT




**TO:** Honorable Mayor and Councilmembers

**FROM:** Ben Martinez, Community Development Director

**PREPARED BY:** Ron Garcia, City Planner

**DATE:** January 15, 2020

**SUBJECT:** Consideration of Adoption an Interim Urgency Ordinance Establishing a Moratorium on New or the Expansion of Massage Establishment (Urgency Ordinance)

---

## SUMMARY

This report requests City Council adoption of an interim urgency ordinance establishing a moratorium on the establishment of new and expansion of existing massage establishments within the City of Baldwin Park.

## RECOMMENDATION

Staff recommends City Council waive further reading, read by title only and adopt Ordinance No. 1448 entitled, "AN INTERIM URGENCY ORDINANCE OF THE CITY OF BALDWIN PARK DECLARING A MORATORIUM ON THE ESTABLISHMENT OF NEW AND EXPANSION OF EXISTING MASSAGE ESTABLISHMENTS WITHIN THE CITY OF BALDWIN PARK, AND DECLARING THE URGENCY THEREOF".

## FISACAL IMPACT

There is no fiscal impact associated with this item.

## BACKGROUND/DISCUSSION

Prior to 2009, the State of California did not uniformly regulate massage businesses or professionals, rather local jurisdictions tried to regulate illegitimate massage establishments through the enactment and enforcement of vastly different vice ordinances. Supporters of the massage industry were of the opinion that some of the ordinances were unnecessarily harsh and in an effort to establish uniform regulations, SB 731 was approved.

SB 731, entitled the *Massage Therapy Act* created the Massage Therapy Organization and established limits on the power of local governments to regulate massage professionals by requiring separate local jurisdiction permitting and testing in order to practice within said local jurisdiction. A subsequent amendment to SB 731, AB 619 further limited local governments to regulate these establishments by requiring them to be classified the same as other 'professional services', such as medical offices. Additionally, AB619 changed the name of the Massage Therapy Organization to the California Massage Therapy Council (CAMTC).

In 2012 SB 1238 was passed which expanded AB 619 by adding additional requirements including more school credit hours, examination and training hours, grounds for suspension of licenses and sharing of information between local law enforcement and the CAMTC.

Moreover, SB 731, AB 1147 went into effect in 2015 and generally divided responsibilities for massage regulation between the State of California (certification of massage professionals the CAMTC) and local governments (regulation of massage businesses through their regulatory and land use authority). AB 1147 closed the gap in existing law and essence allows the following:

1) Reorganizes the CAMTC Board of Directors with a broader representation of stakeholders, including a City Attorney, a Police Chief, a Public Health Official and a member from an anti-human trafficking organization.
2) Sets new education requirements to obtain CAMTC certification.
3) Allows CAMTC to regulate certified individuals, including discipline.
4) Returns local land use authority to local governments by authorizing local governments to require conditional use permit, hours of operation. Cities can now adopt local ordinances that govern zoning, business licensing and reasonable health and safety requirements for establishments.

What AB 1147 does not allow local governments to regulate includes:

1) Define a massage establishment as an adult entertainment business.
2) Require a massage establishment to have windows or walls that do not extend from floor to ceiling or have other internal physical structures (such as windows) that interfere with a client's privacy.
3) Require a person certified by the CAMTC to take any test, medical examination or background check
4) Require a person certified by the CAMTC to get a license, permit or other authorization to provide massage, unless that person is a business owner.

Currently, the City's Municipal Code as written does not permit massage establishments which is in conflict with State Law. Additionally, because massage establishments are not permitted, the City has no current development standards (hours of operation, conditional use permit, minimum lighting standards, etc.) for these types of establishments. Adoption of the moratorium will allow the City time to craft development standards to protect the health, safety and welfare of the City.

If adopted by 4/5th of a vote of the City Council, this moratorium would prevent the establishment of new massage establishments and the expansion of existing massage establishments on any property located within the City Limits. It would take effect immediately and expire in 45 days unless extended by the City Council. The Council may extend the moratorium for up to an additional 10 months and 15 days following a public hearing.

## LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

## ALTERNATIVES

The City Council could choose not to adopt the Interim Urgency Ordinance moratorium and the City would be at odds with state law and no development standards to regulate any massage establishments.

## ATTACHMENT

#1. Ordinance No. 1448

**ATTACHMENT #1**

**URGENCY ORDINANCE 1448**

URGENCY ORDINANCE NO. 1448

AN INTERIM URGENCY ORDINANCE OF THE CITY OF BALDWIN PARK DECLARING A MORATORIUM ON THE ESTABLISHMENT OF NEW AND EXPANSION OF EXISTING MASSAGE ESTABLISHMENTS WITHIN THE CITY OF BALDWIN PARK, AND DECLARING THE URGENCY THEREOF.

WHEREAS, prior to 2009 the State of California did not uniformly regulate massage businesses or professionals and local jurisdictions enacted a variety of different ordinances to regulate massage businesses and professionals; and

WHEREAS, the California Legislature subsequently enacted SB 731, entitled the Massage Therapy Act which established limits on local jurisdictions to regulate massage professionals; and

WHEREAS, AB 619 was a subsequent amendment to SB 731 and further limited local governments to regulate these establishments by requiring them to be classified the same as other 'professional services' such as medical offices; and

WHEREAS, in 2012, SB 1238 was passed by the State Legislature which expanded AB 619 to include additional requirements for professionals and the sharing of information between the California Massage Therapy Council and local law enforcement; and

WHEREAS, the state laws had the unintended consequence of resulting in a proliferation of massage establishments throughout California, many of which were or are believed to be fronts for prostitution and/or human trafficking; and

WHEREAS, SB 731, and AB 1147 went into effect in 2015 and divided responsibilities for massage regulation between the State of California and local governments; and

WHEREAS, AB 1147 returned local land use authority to local governments and cities can now adopt local ordinances that govern zoning, business licensing, and reasonable health and safety requirements for establishments, even if the same requirements do not apply to other professional service providers; and

WHEREAS, the City Council finds that the oversaturation of massage establishments, changes the character of a neighborhood, causes blight and impacts quality of life and the local economy by compromising public trust; and

WHEREAS, there is a need to study existing and potential land uses within the City to assure compatibility between the location of massage establishments and surrounding properties, and to consider revisions to the zoning ordinance accordingly to conform to the General Plan.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City Council hereby adopts each recital set forth above as a finding of the City Council.

SECTION 2. The City Council further finds that the establishment of new and or expansion of existing massage establishments may constitute a current and immediate threat to the public health, safety or welfare in that such uses may impose adverse impacts on surrounding properties, including but not limited to an increase in crimes, and upon that basis has determined that an interim urgency ordinance pursuant to Government Code Section 65858 is warranted.

SECTION 3. Pursuant to Government Code § 65858, the City Council hereby declares a moratorium on the establishment of new massage establishments and the expansion of existing massage establishments within the City and on the issuance of any permits, approvals, or entitlements for use for such development, including but not limited to subdivisions, use permits, variances, building permits, or any other applicable permit or entitlement for use which is required in order to comply with the City's zoning ordinances or with Baldwin Park Municipal Code Chapter 124. The moratorium declared and established by this Section 3 shall remain in effect 45 days after the date of enactment of this ordinance.

SECTION 4. City staff is directed to study appropriate modifications to the City's massage and zoning ordinances to reduce and/or mitigate negative secondary effects created by the number, location and illicit uses of massage establishments. Pending the completion of such studies and the adoption of an ordinance to establish appropriate operational and zoning regulations, it is necessary for the immediate preservation of the public, health, safety and welfare that this ordinance takes effect immediately. In the absence of immediate effectiveness, massage establishment uses in the City may be in conflict with regulations or requirements established with respect thereto.

SECTION 5. This ordinance shall not preclude the continued operation of any lawfully existing massage establishment uses which are not seeking to expand, convert, relocate or otherwise change their use, or the opening or commencement of any massage establishment uses as a new business for which all discretionary and non-discretionary approvals have been made prior to the effective date of this ordinance.

SECTION 6. This ordinance is an interim ordinance and shall take effect immediately. This is an interim ordinance adopted pursuant to Section 65858 of the Government Code and shall expire forty-five (45) days after the date hereof unless extended pursuant to the provisions of said section.

SECTION 7. The City Council on the basis of the whole record and exercising independent judgment finds that this Interim Urgency Ordinance is not subject to

environmental review pursuant to the State Guidelines for Implementation of the California Environmental Quality Act Sections 15060(c) (2) and 15060(c)(3) pertaining to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378. This Ordinance has no potential for resulting in physical change to the environment directly or indirectly in that it prevents change to the environment pending the completion of the contemplated research and studies.

SECTION 8. If any part or provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

SECTION 9. This Urgency Ordinance shall go into effect immediately upon adoption by a four-fifths vote of the City Council.

PASSED AND APPROVED this 15th day of January, 2019.

_____
Manuel Lozano, Mayor
BALDWIN PARK CITY COUNCIL

ATTEST:

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss.
CITY OF BALDWIN PARK )

I, Jean M. Ayala, City Clerk, of the City of Baldwin Park, do hereby certify that the foregoing Ordinance 1448 was adopted as an urgency matter at a regular meeting of the City Council held January 15, 2019, by the following vote of the Council:

AYES: COUNCILMEMBERS:_____

NOES: COUNCILMEMBERS:_____

ABSENT: COUNCILMEMBERS:_____

ABSTAIN: COUNCILMEMBERS:_____

_____
Jean M. Ayala
Baldwin Park, City Clerk

ITEM NO. SA-1

# STAFF REPORT

**TO:** Honorable Chair and Board Members of the Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park

**FROM:** Rose Tam, Director of Finance

**DATE:** January 15, 2020

**SUBJECT:** Treasurer's Report – November 2019

## SUMMARY

Attached is the Treasurer's Report for the month of November 2019. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

## RECOMMENDATION

Staff recommends that Council receive and file the Treasurer's Report for November 2019.

## FISCAL IMPACT

None

## BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer's Report be submitted to the Mayor and City Council on a monthly basis.

## LEGAL REVIEW

Not Applicable

## ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
11/30/2019

| INVESTMENT DESCRIPTION | INTEREST RATE | PURCHASE DATE | MATURITY DATE | PAR VALUE | CURRENT PRINCIPAL | BOOK VALUE | ESTIMATED MARKET VALUE |
|---|---|---|---|---|---|---|---|
| **State of California Local Agency Investment Fund (LAIF)** | | | | | | | |
| City-Including General Fund & all other Special Revenue Funds | 2.10% | Varies | Varies | $ 28,492,507.97 | $ 28,492,507.97 | $ 28,492,507.97 | $ 28,492,507.97 |
| Housing Authority | 2.10% | Varies | Varies | 13,827.25 | 13,827.25 | 13,827.25 | 13,827.25 |
| | | | | 28,506,335.22 | 28,506,335.22 | 28,506,335.22 | 28,506,335.22 |
| **Certificate of Deposit** | | | | | | | |
| Citibank National Association (Mutual Securities) | 2.65% | 1/25/2019 | 1/25/2021 | 250,000.00 | 250,000.00 | 250,000.00 | 253,007.50 |
| Goldman Sachs Bk USA NY (Mutual Securities) | 2.25% | 1/24/2018 | 1/24/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 250,262.50 |
| Sallie Mae Bk SLT Lake City UT (Mutual Securities) | 2.25% | 1/24/2018 | 1/24/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 250,262.50 |
| Morgan Stanley Bank N A Utah (Cantella) | 2.64% | 4/19/2018 | 4/20/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 251,030.00 |
| Barclays Bank Del (Cantella) | 3.05% | 12/19/2018 | 12/21/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 253,835.00 |
| Dividend (Cantella) | | | | | | | 3,388.16 |
| | | | | 1,250,000.00 | 1,250,000.00 | 1,250,000.00 | 1,261,785.66 |
| Fiscal Agent Funds (Trust/Debt Service Fund) | Varies | Varies | Varies | 7,847,459.94 | 7,847,459.94 | 7,847,459.94 | 7,847,459.94 |
| Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund) | Varies | Varies | Varies | 20,483.04 | 20,483.04 | 20,483.04 | 20,483.04 |
| | | | | 7,867,942.98 | 7,867,942.98 | 7,867,942.98 | 7,867,942.98 |
| | | | | $ 37,624,278.20 | $ 37,624,278.20 | $ 37,624,278.20 | $ 37,636,063.86 |

| | |
|---|---|
| Total Investments | $ 37,624,278.20 |
| **Cash with Bank of the West** | |
| City Checking | 2,292,810.86 |
| Money Market Plus | 133,226.85 |
| City Miscellaneous Cash | 129,903.22 |
| Successor Agency | 536,930.25 |
| Housing Authority | 207,856.00 |
| Financing Authority | 11,700.00 |
| Investment Brokerage | 0.00 |
| Total Cash with Bank of the West | 3,312,427.18 |
| Total Cash and Investments | $ 40,936,705.38 |

Schedule of Cash and Investments includes city-wide assets as included in the Comprehensive Annual Financial Report.

* There was no investment maturity/purchase transactions made for the month of November 2019 and several deposits/withdrawals were made through the Local Agency Investment Fund.

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months that all investments are in compliance to the City's Statement of Investment Policy.

Approved by:

Rose Tam
Director of Finance

ITEM NO. SA-2

# STAFF REPORT

**TO:** Honorable Chair and Board Members of the Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park

**FROM:** Rose Tam, Director of Finance

**DATE:** January 15, 2020

**SUBJECT:** APPROVAL OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 20-21) FOR THE PERIOD FROM JULY 1, 2020 TO JUNE 30, 2021 AND ADMINISTRATIVE BUDGET

## SUMMARY

With the dissolution of local redevelopment agencies, the current state law requires the City Council acting as the governing body of the Successor Agency (SA) to the Dissolved Community Development Commission of the City of Baldwin Park ("CDC") with respect to redevelopment agency matters to review and approve an annual Recognized Obligation Payment Schedule (ROPS). After review and approval by the City Council acting as the Successor Agency, the ROPS must be approved by the Oversight Board and submitted to the County Auditor-Controller, the State Department of Finance (DOF), and the State Controller's Office. The Successor Agency is also required to approve an administrative budget in an amount not to exceed the maximum permitted under the Redevelopment Dissolution Act.

Attached is the ROPS 20-21 for the period from July 1, 2020 through June 30, 2021 and the Administrative Budget for Fiscal Year 2020-21 for the Successor Agency's Board approval.

## FISCAL IMPACT

The SA is requesting to receive $1,391,073 for the Fiscal Year 2020-21 enforceable obligations from the Redevelopment Property Tax Trust Fund (RPTTF) distributed by the County of Los Angeles per AB 26. However, these amounts are subject to approval of the California Department of Finance (DOF).

## RECOMMENDATION

Staff recommends the City Council, as governing body of the SA:

1. Approve the ROPS 20-21 for the period of July 1, 2020 through June 30, 2021; and,
2. Adopt the Successor Agency Administrative Budget for Fiscal Year 2020-21; and,
3. Direct staff to proceed with submitting the final ROPS 20-21 to the LA County First District Consolidated Oversight Board for approval no later than January 21, 2020; and,
4. Send the approved ROPS 20-21 to the County Executive Office, County Auditor Controller, the State Controller, and DOF by February 1, 2020; and,
5. Instruct staff to post the approved ROPS 20-21 on the City's website.

## LEGAL REVIEW

The City Attorney has reviewed as to form.

## BACKGROUND/DISCUSSION

Assembly Bill X1 26 ("AB 26") was drafted with recognition that redevelopment agencies had a variety of debts and obligations that still must be met in order to avoid causing harm to the persons to whom those debts and

obligations are owed. Successor agencies are supposed to receive tax revenues from the county auditors in order to ensure those obligations, referred to in AB 26 as "enforceable obligations," will be met. In order to enable the County of Los Angeles to determine how much tax revenue a successor agency needs to meet its enforceable obligations; AB 26 requires the preparation of a series of schedules of enforceable obligations.

Under AB 26, a ROPS must be prepared and presented to the City Council as the governing body of the successor agency for approval for each six-month period, from January 1 through June 30 and from July 1 through December 31, until all of the Commission's enforceable obligations have been paid in full. However, pursuant to the recently adopted SB 107, a single annual ROPS must now be submitted for each fiscal year from July 1 through June 30. The approved ROPS is then submitted to the LA County First District Consolidated Oversight Board for approval. Following Oversight Board approval, the ROPS is sent to the Department of Finance and other agencies. On June 27, 2012, AB 1484 was enacted providing technical amendments, new rules and new deadlines for the redevelopment dissolution process.

As such, the SA must submit an Oversight Board approved ROPS 20-21 for the period of July 1, 2020 through June 30, 2021 to the DOF no later than February 1, 2020. If the ROPS is not submitted on time, there will be a civil penalty of $10,000 per day for every day that the ROPS is not submitted to the DOF. The penalty is to be paid to the County Auditor-Controller for distribution to the taxing entities.

The SA must notify the County Executive Officer, the County Auditor Controller, and DOF, at the same time the SA submits a proposed action to the Oversight Board for approval. Also, all actions taken by the Oversight Board must be adopted by resolution.

**ALTERNATIVES**

State Law requires the City Council acting as Board Members of the SA to the Dissolved Community Development Commission to approve the ROPS 20-21 in order for the City to pay for CDC's obligations and administrative costs. If the ROPS 20-21 are not approved and submitted to the DOF by February 1, 2020 there is civil penalty of $10,000 a day until it is submitted. In addition, the SA would be unable to pay the obligations. This would cause former RDA bonds to go into default.

**ATTACHMENT**

1) ROPS 20-21 for the period from July 1, 2020 to June 30, 2021
2) Successor Agency Administrative Budget FY 2020-21
3) RESOLUTION NO. OB 2020-001

## Recognized Obligation Payment Schedule (ROPS 20-21) - Summary
## Filed for the July 1, 2020 through June 30, 2021 Period

**Successor Agency:** Baldwin Park

**County:** Los Angeles

| Current Period Requested Funding for Enforceable Obligations (ROPS Detail) | 20-21A Total (July - December) | 20-21B Total (January - June) | ROPS 20-21 Total |
|---|---|---|---|
| **A Enforceable Obligations Funded as Follows (B+C+D)** | **$ 1,183,376** | **$ -** | **$ 1,183,376** |
| B Bond Proceeds | - | - | - |
| C Reserve Balance | 1,183,376 | - | 1,183,376 |
| D Other Funds | - | - | - |
| **E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)** | **$ 192,036** | **$ 1,199,037** | **$ 1,391,073** |
| F RPTTF | 95,248 | 1,102,250 | 1,197,498 |
| G Administrative RPTTF | 96,788 | 96,787 | 193,575 |
| **H Current Period Enforceable Obligations (A+E)** | **$ 1,375,412** | **$ 1,199,037** | **$ 2,574,449** |

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

**Baldwin Park**
**Recognized Obligation Payment Schedule (ROPS 20-21) - ROPS Detail**
**July 1, 2020 through June 30, 2021**

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | ROPS 20-21A (Jul - Dec) | | | | | | | | | | | |
| | | | | | | | | | | | Fund Sources | | | | | | Fund Sources | | | | | |
| Item # | Project Name | Obligation Type | Agreement Execution Date | Agreement Termination Date | Payee | Description | Project Area | Total Outstanding Obligation | Retired | ROPS 20-21 Total | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | 20-21A Total | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | 20-21B Total |
| | | | | | | | | $48,844,541 | | $2,574,449 | $- | $1,183,376 | $- | $95,248 | $96,788 | $1,375,412 | | | | | | |
| 36 | Pass Through Agreement | Third-Party Loans | 11/06/ 1984 | 08/01/2021 | Los Angeles County | Outstanding County Deferral-Reimbursement Agreement #48883 from the County Statement as of 6/30/13 | Puente Merced | 4,045,033 | N | $- | - | - | - | - | - | $- | - | - | - | - | - | $- |
| 37 | Pass Through Agreement | Third-Party Loans | 10/13/ 1982 | 08/01/2019 | Los Angeles County | Outstanding County Deferral-Reimbursement Agreement #42823 from the County Statement as of 6/30/13 | Central Business District | 3,090,664 | N | $- | - | - | - | - | - | $- | - | - | - | - | - | $- |
| 38 | Pass Through Agreement | Third-Party Loans | 03/04/ 1987 | 08/02/2030 | Los Angeles County | Outstanding County Deferral-Reimbursement Agreement #56563 from the County Statement as of 6/30/13 | Sierra Vista | 9,551,952 | N | $- | - | - | - | - | - | $- | - | - | - | - | - | $- |
| 40 | Administration Cost | Admin Costs | 07/01/ 2018 | 06/30/2031 | City of Baldwin Park | Administration cost for carrying out existing obligations and winding down the former RDA | San Gabriel River, Puente Merced, Central Business District, Delta, Sierra Vista | 193,575 | N | $193,575 | - | - | - | - | 96,788 | $96,788 | - | - | - | - | 96,787 | $96,787 |
| 49 | City Loan | City/County Loan (Prior 06/28/11), | 01/25/ 2011 | 08/02/2030 | City of Baldwin Park | Loan from City of Baldwin Park for | San Gabriel River, | 23,075,649 | N | $- | - | - | - | - | - | $- | - | - | - | - | - | $- |

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | ROPS 20-21A (Jul - Dec) | | | | | | | | | | | |
| | | | | | | | | | | | Fund Sources | | | | | | Fund Sources | | | | | |
| Item # | Project Name | Obligation Type | Agreement Execution Date | Agreement Termination Date | Payee | Description | Project Area | Total Outstanding Obligation | Retired | ROPS 20-21 Total | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | 20-21A Total | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | 20-21B Total |
| | | Other | | | | Administration Cost for carrying out former RDA activities from 2003 through 2012. It was reaffirmed through Resolution 461 on January 25, 2011. | Puente Merced, Central business District, Delta, Sierra Vista | | | | | | | | | | | | | | | |
| 55 | Tax Allocation Refunding Bonds, Series 2017 | Refunding Bonds Issued After 6/27/12 | 05/16/ 2017 | 09/01/2030 | US Bank | Refinanced 4 OS bonds listed on item 4, 5, 6, 7 (1998 Series San Gabriel River TAB, 2003 Series Sales Tax & Tax Allocation Refunding Bonds, 1990 Series A Revenue TAB, 2000 Merged Project Refunding Bond) | San Gabriel River, Puente Merced, Central Business District, Delta, Sierra Vista | 7,877,124 | N | $1,376,080 | - | 1,183,376 | - | 93,248 | - | $1,276,624 | - | - | - | 99,456 | - | $99,456 |
| 56 | Tax Allocation Refunding Bonds, Series 2017 | Reserves | 05/16/ 2017 | 09/02/2030 | US Bank | Refinanced 4 OS bonds listed on item 1, 2, 3, 4 (1998 Series San Gabriel River TAB, 2003 Series Sales Tax & Tax Allocation Refunding Bonds, 1990 Series A Revenue TAB, 2000 Merged Project Refunding | San Gabriel River, Puente Merced, Central Business District, Delta, Sierra Vista | 1,000,544 | N | $1,000,544 | - | - | - | - | - | $- | - | - | - | 1,000,544 | - | $1,000,544 |

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | ROPS 20-21A (Jul - Dec) | | | | | | | | | | | |
| | | | | | | | | | | | Fund Sources | | | | | | Fund Sources | | | | | |
| Item # | Project Name | Obligation Type | Agreement Execution Date | Agreement Termination Date | Payee | Description | Project Area | Total Outstanding Obligation | Retired | ROPS 20-21 Total | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | 20-21A Total | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | 20-21B Total |
| | | | | | | Bond) | | | | | | | | | | | | | | | | |
| 57 | Bond Arbitrage Rebate Services | Fees | 01/10/ 2018 | 09/01/2030 | Wildan Financial Services | Arbitrage Rebate Services | San Gabriel River, Puente Merced, Central Business District, and Merged Project Area | 5,750 | N | $- | - | - | - | - | - | $- | - | - | - | - | - | $- |
| 58 | Bond Fiscal Trust Fees | Fees | 05/16/ 2017 | 09/01/2030 | US Bank | Annual Fiscal Agent/Trustee fees | San Gabriel River, Puente Merced, Central Business District, and Merged Project Area | 2,000 | N | $2,000 | - | - | - | 2,000 | - | $2,000 | - | - | - | - | - | $- |
| 59 | Bond Disclosure Fees from FY 2017-18 was not requested in ROPR 18-19 | Professional Services | 01/11/ 2019 | 01/31/2031 | Harrell & Company Advisors, LLC | Bond Disclosure Fees | | - | Y | $- | - | - | - | - | - | $- | - | - | - | - | - | $- |
| 60 | Bond Disclosure Fees for FY 2020-21 | Professional Services | 01/11/ 2019 | 01/31/2031 | Harrell & Company Advisors, LLC | Bond Disclosure Fees | | 2,250 | N | $2,250 | - | - | - | - | - | $- | - | - | - | 2,250 | - | $2,250 |

**Baldwin Park**
**Recognized Obligation Payment Schedule (ROPS 20-21) - Report of Cash Balances**
**July 1, 2017 through June 30, 2018**
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

| A | B | C | D | E | F | G | H |
|---|---|---|---|---|---|---|---|
| | **ROPS 17-18 Cash Balances (07/01/17 - 06/30/18)** | **Fund Sources** | | | | | **Comments** |
| | | **Bond Proceeds** | | **Reserve Balance** | **Other Funds** | **RPTTF** | |
| | | Bonds issued on or before 12/31/10 | Bonds issued on or after 01/01/11 | Prior ROPS RPTTF and Reserve Balances retained for future period(s) | Rent, grants, interest, etc. | Non-Admin and Admin | |
| 1 | **Beginning Available Cash Balance (Actual 07/01/17)** RPTTF amount should exclude "A" period distribution amount. | - | 4,208,009 | 926,375 | 192,589 | - | |
| 2 | **Revenue/Income (Actual 06/30/18)** RPTTF amount should tie to the ROPS 17-18 total distribution from the County Auditor-Controller | - | 3,811,728 | - | | 2,595,414 | |
| 3 | **Expenditures for ROPS 17-18 Enforceable Obligations (Actual 06/30/18)** | - | 6,158,787 | 923,260 | 192,055 | 1,254,444 | |
| 4 | **Retention of Available Cash Balance (Actual 06/30/18)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s) | - | 1,860,950 | | | 1,337,420 | Reserved for September 2018 Debt Service Payment |
| 5 | **ROPS 17-18 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 17-18 PPA form submitted to the CAC | | No entry required | | | | |
| 6 | **Ending Actual Available Cash Balance (06/30/18)** C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5) | $- | $- | $3,115 | $534 | $3,550 | |

**Baldwin Park**
**Recognized Obligation Payment Schedule (ROPS 20-21) - Notes**
**July 1, 2020 through June 30, 2021**

| Item # | Notes/Comments |
|---|---|
| 36 | |
| 37 | |
| 38 | |
| 40 | |
| 49 | |
| 55 | |
| 56 | |
| 57 | |
| 58 | |
| 59 | |
| 60 | |

**City of Baldwin Park Successor Agency**
**Administrative Budget for Fiscal Year 2020-21**

| | Admin Cost | SA Hours | % of Time spent on SA |
|---|---|---|---|
| **Successor Agency: Non-Housing** | | | |
| **Personnel Cost** | | | |
| City Council | $ 11,645 | N/A | 5.00% |
| City Treasurer | 2,004 | N/A | 5.00% |
| City Clerk | 2,004 | N/A | 5.00% |
| Deputy City Clerk | 1,880 | 28 | 1.00% |
| Chief Executive Officer | 8,307 | 43 | 2.00% |
| Director of Community Development | 5,224 | 43 | 2.00% |
| Management Analyst | 299 | 5 | 0.24% |
| Personnel Risk Manager | 1,624 | 15 | 1.00% |
| Personnel Technician | 888 | 18 | 1.00% |
| Director of Finance | 47,826 | 330 | 16.00% |
| Accounting Manager | 15,237 | 160 | 8.00% |
| Accountant | 4,599 | 81 | 4.00% |
| Accountant | 3,845 | 76 | 4.00% |
| Management Assistant | 4,054 | 73 | 4.00% |
| Payroll Specialist | 4,160 | 83 | 4.00% |
| Sr. Finance Clerk | 1,642 | 35 | 2.00% |
| Sr. Finance Clerk | 94 | 2 | 0.10% |
| Finance Clerk | 913 | 26 | 1.00% |
| **Total Personnel Cost** | **$ 116,245** | | |
| | | | |
| **Operating Administrative Costs** | | | |
| Consulting Services (Harrell & Co Advisors, LL) | $ 2,000 | | |
| Legal Fee | 5,000 | | |
| Audit Fee | 7,350 | | |
| Facility Rental | 15,000 | | |
| Information & Support Services Charges | 10,380 | | |
| Internal Insurance Charges | 35,800 | | |
| Oversight Board (Copies, Printing, & Supplies) | 1,200 | | |
| Training | 600 | | |
| **Total Operating Administrative Costs** | **$ 77,330** | | |
| | | | |
| **Total SA Agency Administrative Budget for FY 2020-21** | **$ 193,575** | | |

# RESOLUTION NO. OB 2020-001

## A RESOLUTION OF THE LOS ANGELES COUNTY FIRST SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPEMENT AGENCY TO THE CITY OF BALDWIN PARK APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 20-21 FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021

**WHEREAS**, pursuant to ABx 1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Redevelopment Agency to the City of Baldwin Park was dissolved as of February 1, 2012, and the City of Baldwin Park elected to serve as the Successor Agency to the former Redevelopment Agency to the City of Baldwin Park.

**WHEREAS,** pursuant to Health and Safety Code Section 34179 (q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts;

**WHEREAS**, the First Supervisorial District Consolidated Oversight Board ("Oversight Board") has jurisdiction over the Successor Agency of the Former Redevelopment Agency to the City of Baldwin Park.

**WHEREAS,** the First Supervisorial District Consolidated Oversight Board held a regular/special meeting on January 27, 2020.

**WHEREAS,** the Oversight Board to the Successor Agency to the dissolved Community Development Commission of the City of Baldwin Park (the "Oversight Board") has been appointed pursuant to the provisions of Health & Safety Code Section 34179; and,

**WHEREAS,** Section 34177 requires each Successor Agency to prepare a draft Recognized Obligation Payment Schedule ("ROPS") and section 34180 requires the Oversight Board to approve same, after which it is to be transmitted to the County Administrative Officer, the County Auditor-Controller, the State Controller and the State Department of Finance ("DOF"); and,

**WHEREAS,** Section 34177(o) provides that each ROPS shall be forward looking to the next one year; and,

**WHEREAS,** the County will not make any payments of property taxes to the Successor Agency for use in payment of the obligations listed on the ROPS until the ROPS has been approved by the Oversight Board. Any delay in such payment could impair the Successor Agency's ability to make payments for the enforceable obligations; and,

**WHEREAS,** on January 15, 2020, the City of Baldwin Park Successor Agency approved the ROPS 20-21 for the period July 1, 2020 through June 30, 2021, and a copy of ROPS 20-21 is attached; and,

**WHEREAS,** the Successor Agency must submit an Oversight Board approved ROPS for the period of July 1, 2020 through June 30, 2021, to the DOF no later than February 1, 2020; and,

**WHEREAS,** per AB 1484, all actions taken by the Oversight Board must be adopted by resolution.

**NOW THEREFORE, THE LOS ANGELES COUNTY FIRST SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPEMENT AGENCY TO THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AND FIND AS FOLLOWS:**

**SECTION 1.** The ROPS 20-21 for the period of July 1, 2020 through June 30, 2021 attached hereto as Attachment 3 is hereby approved.

**SECTION 2.** Successor Agency staff is directed to provide a copy of this Resolution along with the approved ROPS to the County Executive Officer, the County Auditor-Controller, the State Controller's Office, and the State Department of Finance.

**PASSED, APPROVED AND ADOPTED** this 27th day of January, 2020, by the following vote:

Ayes:

Noes:
Abstain:
Absent:

_____
Chair, First District Consolidated Oversight Board

ATTEST:

_____
Olga J. Castañeda, Deputy Clerk
First District Consolidated Oversight Board

ITEM NO. 15

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Lourdes Morales, Chief Deputy City Clerk

**DATE:** January 15, 2020

**SUBJECT:** Review of Commission Applications and Consideration of Appointments/Reappointments to Fill the Scheduled Vacancies for the Planning Commission

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## SUMMARY

This report requests further clarification from the City Council on commission appointments made to the Planning Commission during the City Council meeting held on December 4, 2019.

## RECOMMENDATION

Staff recommends that the City Council review all commission applications to the Planning Commission and make respective appointments:

**4 open seats**
**Office Nos. 1,3, & 5 – Terms to June 30, 2020**

| Planning Roster as of 12/3/19 | |
|---|---|
| Office #1 – Edwin Borques | **Term Expired- 6/30/2019** |
| **Office #2 – Vacant** | |
| Office #3 – Christopher Saenz | **Term Expired – 6/30/2018** |
| Office #4 – Christopher Garrido | Term Expires – 6/30/2021 |
| Office #5 – Edith Flores | **Term Expired – 6/30/2018** |

**Planning Commission Applicants**

| Incumbent Commission Applicants | New Applicants |
|---|---|
| Christopher Saenz | Marlen Garcia |
| Edith Flores Ruiz | Nancy Lozano |
| Edwin Borques | Mario Marciel Jr. |
| Christopher Garrido | Gustavo Cuadra |

## BACKGROUND

During the City Council Meeting of December 4, 2019, the City Council unanimously appointed Marlene Garcia and Nancy Lozano to the Planning Commission based on the chart of applicants.

However, the chart depicted the name of incumbents and new applicants interested in the position rather than the vacancies/expired terms. Currently, the updated roster for Planning Commission includes Christopher Saenz, Edith Flores Ruiz, Edwin Borques, Marlene Garcia, and Nancy Lozano.

Upon further review, staff noticed the newly appointed Planning Commissioners had not been appropriately appointed to a specific seat. Thus, staff is respectfully requesting City Council revisit the Planning Commission appointments, and clarify newly appointed and reappointed commissioners to a specific seat.

**LEGAL REVIEW**

This report has been reviewed and approved by the City Attorney as to legal form and content.

**ATTACHMENTS**

1. Exhibit "A" – Commission Applications
2. Exhibit "B" – Current Roster of Commission Members
3. Exhibit "C" – Roster of Commission Members prior to 12/4/19

RECEIVED

JUN 14 2018

CITY OF BALDWIN PARK
CITY CLERK'S DEPARTMENT

PLEASE ATTACH A CURRENT COPY OF A UTILITY BILL AND A COPY OF YOUR PHOTO ID

# CITY OF BALDWIN PARK
# APPLICATION FOR CITY COMMISSION
And
# STATEMENT OF QUALIFICATIONS

**APPLICATION IS FOR THE FOLLOWING COMMISSION:** → PLANNING
*(A separate application is required for each commission)*

**PERSONAL INFORMATION:**

Name: CHRISTOPHER SAENZ

Residence Address:

Length of time at this Address: 3 E-mail address:

Home Phone No.: Cell/Message Phone No.:

Are you 18 years of age or older? Y Are you registered to vote in the City of Baldwin Park? Y

Do you currently serve as an elected or appointed official for any board and/or agency within the City of Baldwin Park?
If yes, name of agency and position: PLANNING COMMISSION

**EDUCATION:**
Circle Highest grade you completed: 1 2 3 4 5 6 7 8 9 10 11 12 High School Graduate? X G.E.D.?

| Name and Location of College or University | Course of Study | Degree |
|---|---|---|
| Arizona State University | History | B.A. |
| | | |

**EMPLOYMENT INFORMATION / EXPERIENCE:**

| Name and Address of Employer(s) | Position Title | Dates of Employment |
|---|---|---|
| Legin Creative | Account Specialist | Jan 2015 - Present |
| | | |

**REFERENCES:** Please provide the names of two (@) persons, who are not City of Baldwin Park Elected or Appointed Officials and who can comment on your capabilities and character.

| Name | Address | Phone No. |
|---|---|---|
| Jesus Saenz | | |
| Gonzalo Vasquez | | |

**IMPORTANT:** Read the following carefully and answer completely. A conviction is not an automatic bar to appointment. Each case is considered on its individual merits.
**HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR OTHER THAN A MINOR TRAFFIC VIOLATION?** No
If yes, Please list all offenses, date and place of offense(s), and sentence/fine received:

**ACKNOWLEDGEMENT/CERTIFICATION:**
I understand that upon filing, this application becomes a public record. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6-14-18
**Date**

**Signature**

**Do Not Write Below This Line. Officially Use Only**

Residency verification: ☐ Yes ☐ No Date:
Residency verification: ☐ Yes ☐ No Date:
Residency verification: ☐ Yes ☐ No Date:

Voter Registration Verification: ☐ Yes ☐ No
Appointment date:
Term expires:

Name CHRISTOPHER SAENZ Commission Requested: PLANNING

**STATEMENT OF QUALIFICATIONS:**

Use this space to list your goals and objectives and why you feel you should be appointed to the commission for which you are applying. Please include any additional information you feel will be beneficial to the Council in consideration of your appointment to this commission.

SEE ATTACHED.

Date: 6/14/18

Signature

*Notice: Please be advised that you and your qualifications may be discussed by the City Council at an open meeting.*

*This Application and Statement of Qualification will be kept on file for two (2) years. During this time, should a vacancy occur in the commission for which you have requested consideration of appointment, your application will be included in the pool of applicants provided however, that you submit current proof of residency at the time of said recruitment. Failure to provide current proof of residency with each recruitment will invalidate this application.*

Christopher Saenz

Honorable Mayor and City Council
City of Baldwin Park
14403 E Pacific Avenue
Baldwin Park CA 91706

Honorable Mayor and City Council:

Having had the pleasure to serve the City Council and Planning Division as a Planning Commissioner for the past several months, I once again submit my application for consideration for the reappointment to the Planning Commission.

Studying and receiving my undergraduate degree from a research university has certainly afforded me the resources and experience to research, deliberate, and ultimately reach an impartial and sound decision.

These tools have allowed me to work cohesively with the Planning Commission over the past several months to further promote and advance projects that will benefit Baldwin Park and its residents.

It is my goal to continue serving on the Planning Commission, working in tandem with the City Council and the community, to continue making Baldwin Park beautiful for our future generations.

Regards,

Christopher Saenz

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JUN 28 2018

CITY OF BALDWIN PARK
CITY CLERK'S DEPARTMENT

PLEASE ATTACH A CURRENT COPY OF A UTILITY BILL AND A COPY OF YOUR PHOTO ID

# CITY OF BALDWIN PARK
# APPLICATION FOR CITY COMMISSION
And
# STATEMENT OF QUALIFICATIONS

**APPLICATION IS FOR THE FOLLOWING COMMISSION:** → Planning Commission
*(A separate application is required for each commission)*

**PERSONAL INFORMATION:**

Name: Edith Flores Ruiz

Residence Address: [redacted]

Length of time at this Address: 12yrs E-mail address: [redacted]

Home Phone No. N/A Cell/Message Phone No. 626-340-9608

Are you 18 years of age or older? Yes Are you registered to vote in the City of Baldwin Park? Yes

Do you currently serve as an elected or appointed official for any board and/or agency within the City of Baldwin Park? No
If yes, name of agency and position: City of BAldwin Park, Planning Commission

**EDUCATION:**
Circle Highest grade you completed: 1 2 3 4 5 6 7 8 9 10 11 12 High School Graduate? ✓ G.E.D.?

| Name and Location of College or University | Course of Study | Degree |
|---|---|---|
| Cal State University, Los Angeles | Civil Engineering | No |
| Cal State University, Los Angeles | Civil Engineering | No |

**EMPLOYMENT INFORMATION / EXPERIENCE:**

| Name and Address of Employer(s) | Position Title | Dates of Employment |
|---|---|---|
| CrosbyTave Consultants | Project Planner | February 2018 - Present |
| CrosbyTave Consultants | Project Planner | February 2018 - Present |

**REFERENCES:** Please provide the names of two (@) persons, who are not City of Baldwin Park Elected or Appointed Officials and who can comment on your capabilities and character.

| Name | Address | Phone No. |
|---|---|---|
| Marco A. Ruiz | | |
| Armenia Aguilar | | |

**IMPORTANT:** Read the following carefully and answer completely. A conviction is not an automatic bar to appointment. Each case is considered on its individual merits.
**HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR OTHER THAN A MINOR TRAFFIC VIOLATION?** No
If yes, Please list all offenses, date and place of offense(s), and sentence/fine received:

**ACKNOWLEDGEMENT/CERTIFICATION:**
I understand that upon filing, this application becomes a public record. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6/28/18
**Date**

Edith F. Ruiz
**Signature**

Do Not Write Below this Line - For City Use Only

Residency verification: ☐ Yes ☐ No Date: _____ Voter Registration Verification: ☐ Yes ☐ No
Residency verification: ☐ Yes ☐ No Date: _____ Appointment date: _____
Residency verification: ☐ Yes ☐ No Date: _____ Term expires: _____

Name EDITH F. RUIZ Commission Requested: PLANNING COMMISSION

**STATEMENT OF QUALIFICATIONS:**

Use this space to list your goals and objectives and why you feel you should be appointed to the commission for which you are applying. Please include any additional information you feel will be beneficial to the Council in consideration of your appointment to this commission.

MY GOALS AND OBJECTIVES IS TO BE OF SERVICE FOR THE CITY OF BALDWIN PARK IN KEEP MOVING FORWARD WITH THE BEAUTIFICATION OF THE CITY AND BEST INTEREST OF THE COMMUNITY. I WILL REVIEW AND VISIT REPORTS & PROPERTIES BEING DEVELOPED, WILL WEIGH MY OPTIONS AND DETERMINE THE BEST OUTCOMES WHILE ASSURING CITY CODES AND REGULATIONS, TO THE BEST OF MY KNOWLEDGE.

Date: 6/28/18

Edith F. Ruiz
Signature

*Notice: Please be advised that you and your qualifications may be discussed by the City Council at an open meeting.*

*This Application and Statement of Qualification will be kept on file for two (2) years. During this time, should a vacancy occur in the commission for which you have requested consideration of appointment, your application will be included in the pool of applicants provided however, that you submit current proof of residency at the time of said recruitment. Failure to provide current proof of residency with each recruitment will invalidate this application.*

PLEASE ATTACH A CURRENT COPY OF A UTILITY BILL AND A COPY OF YOUR PHOTO ID

# CITY OF BALDWIN PARK
# APPLICATION FOR CITY COMMISSION
And
# STATEMENT OF QUALIFICATIONS

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JUN 28 2018
CITY OF BALDWIN PARK
CITY CLERK'S DEPARTMENT

APPLICATION IS FOR THE FOLLOWING COMMISSION: → PLANNING
*(A separate application is required for each commission)*

**PERSONAL INFORMATION:**

Name MARIO MACIEL JR

Residence Address

Length of time at this Address: 1 YR E-mail address:

Home Phone No. Cell/Message Phone No.

Are you 18 years of age or older? YES Are you registered to vote in the City of Baldwin Park? YES

Do you currently serve as an elected or appointed official for any board and/or agency within the City of Baldwin Park? YES
If yes, name of agency and position: PLANNING COMMISSIONER

**EDUCATION:**
Circle Highest grade you completed: 1 2 3 4 5 6 7 8 9 10 11 (12) High School Graduate? YES G.E.D.?

| Name and Location of College or University | Course of Study | Degree |
|---|---|---|
| CSU, NORTHRIDGE | ELECTRICAL ENGR | PENDING |
| | | |

**EMPLOYMENT INFORMATION / EXPERIENCE:**

| Name and Address of Employer(s) | Position Title | Dates of Employment |
|---|---|---|
| CITY OF BALDWIN PARK | PLANNING COMM | APR 2014 — PRESENT |
| SELF EMPLOYED | BOOKKEEPER | NOV 2012 — PRESENT |

**REFERENCES:** Please provide the names of two (2) persons, who are not City of Baldwin Park Elected or Appointed Officials and who can comment on your capabilities and character.

| Name | Address | Phone No. |
|---|---|---|
| LILIA MACIEL | | ( |
| MARK DHUNETTER | | |

**IMPORTANT:** Read the following carefully and answer completely. A conviction is not an automatic bar to appointment. Each case is considered on its individual merits.
**HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR OTHER THAN A MINOR TRAFFIC VIOLATION?** NO
If yes, Please list all offenses, date and place of offense(s), and sentence/fine received:

**ACKNOWLEDGEMENT/CERTIFICATION:**
I understand that upon filing, this application becomes a public record. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6/27/18
**Date**

**Signature**

**Do Not Write Below This Line - For City Use Only**

Residency verification: ☐ Yes ☐ No Date:
Residency verification: ☐ Yes ☐ No Date:
Residency verification: ☐ Yes ☐ No Date:

Voter Registration Verification: ☐ Yes ☐ No
Appointment date:
Term expires:

Name MARIO MIACIEL JR. Commission Requested: PLANNING

**STATEMENT OF QUALIFICATIONS:**

Use this space to list your goals and objectives and why you feel you should be appointed to the commission for which you are applying. Please include any additional information you feel will be beneficial to the Council in consideration of your appointment to this commission.

AS A CURRENT PLANNING COMMISSIONER I WOULD LIKE THE OPPORTUNITY TO CONTINUE SERVING MY COMMUNITY. I'VE BEEN A RESIDENT NOW FOR 14 YEARS AND HAVE USED MY SKILLS AND KNOWLEDGE TO SERVE BALDWIN PARK AS A COMMUNITY LEADER. MY GOAL HAS ALWAYS BEEN SERVICE TO THE COMMUNITY AND BECOMING AN IMPORTANT ASSET TO THE CITY. I HELP MY COMMUNITY BY VOLUNTEERING MY TIME IN ORGANIZING, FEEDING THE HOMELESS, YOUTH MINISTRY AND CORE MEMBER.

Date: 6/27/18

Signature

*Notice: Please be advised that you and your qualifications may be discussed by the City Council at an open meeting.*

*This Application and Statement of Qualification will be kept on file for two (2) years. During this time, should a vacancy occur in the commission for which you have requested consideration of appointment, your application will be included in the pool of applicants provided however, that you submit current proof of residency at the time of said recruitment. Failure to provide current proof of residency with each recruitment will invalidate this application.*

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JAN 2 2 2019

CITY OF BALDWIN PARK
CITY CLERKS DEPARTMENT

PLEASE ATTACH A CURRENT COPY OF A UTILITY BILL AND A COPY OF YOUR PHOTO ID

# CITY OF BALDWIN PARK
# APPLICATION FOR CITY COMMISSION
And
# STATEMENT OF QUALIFICATIONS

**APPLICATION IS FOR THE FOLLOWING COMMISSION:** → Planning
*(A separate application is required for each commission)*

**PERSONAL INFORMATION:**

Name: Marlen Garcia

Residence Address:

Length of time at this Address: 20 yrs E-mail address:

Home Phone No.: None Cell/Message Phone No.:

Are you 18 years of age or older? Yes Are you registered to vote in the City of Baldwin Park? Yes

Do you currently serve as an elected or appointed official for any board and/or agency within the City of Baldwin Park? No
If yes, name of agency and position:

**EDUCATION:**
Circle Highest grade you completed: 1 2 3 4 5 6 7 8 9 10 11 (12) High School Graduate? ✓ G.E.D.?

| Name and Location of College or University | Course of Study | Degree |
|---|---|---|
| Los Angeles Trade Technical College | Business Administration | No |
| East Los Angeles Community College | Business Administration | No |

**EMPLOYMENT INFORMATION / EXPERIENCE:**

| Name and Address of Employer(s) | Position Title | Dates of Employment |
|---|---|---|
| S.C.P.M.G. 1011 Baldwin Park Blvd., B.P., CA 91706 | Project Manager | 9/23/1983 to Present |

**REFERENCES:** Please provide the names of two (2) persons, who are not City of Baldwin Park Elected or Appointed Officials and who can comment on your capabilities and character.

| Name | Address | Phone No. |
|---|---|---|
| Teri G. Muse | | |
| Andrew Carlos Morales | | |

**IMPORTANT:** Read the following carefully and answer completely. A conviction is not an automatic bar to appointment. Each case is considered on its individual merits.
**HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR OTHER THAN A MINOR TRAFFIC VIOLATION?** No
If yes, Please list all offenses, date and place of offense(s), and sentence/fine received:
N/A

**ACKNOWLEDGEMENT/CERTIFICATION:**
I understand that upon filing, this application becomes a public record. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

January 17, 2019
Date

Marlen Garcia
Signature

**Do Not Write Below this Line - For City Use Only**

Residency verification: ☐ Yes ☐ No Date: Voter Registration Verification: ☐ Yes ☐ No
Residency verification: ☐ Yes ☐ No Date: Appointment date:
Residency verification: ☐ Yes ☐ No Date: Term expires:

Name Marlen Garcia Commission Requested: Planning

**STATEMENT OF QUALIFICATIONS:**

**Use this space to list your goals and objectives and why you feel you should be appointed to the commission for which you are applying. Please include any additional information you feel will be beneficial to the Council in consideration of your appointment to this commission.**

Having served on the Baldwin Park City Council as elected Council Member from 1999 to 2014, I possess extensive experience in the planning of our city and understand well the needs of our community. I want to invest this knowledge and experience into constructive use and continue the path of improving our city. I have extensive experience in land use criteria and policy, conditional use permits, the City of Baldwin Park General Plan and many other important facets of community planning.

I am a property owner in the City of Baldwin Park, I have raised two (2) children who attended BPUSD and I work in the city. I know the importance of a safe and liveable community and my goal, if selected as a Planning Commissioner, is to continue to evolve Baldwin Park into a thriving city.

Date: January 17, 2019 Marlen Garcia
Signature

*Notice: Please be advised that you and your qualifications may be discussed by the City Council at an open meeting.*

*This Application and Statement of Qualification will be kept on file for two (2) years. During this time, should a vacancy occur in the commission for which you have requested consideration of appointment, your application will be included in the pool of applicants provided however, that you submit current proof of residency at the time of said recruitment. Failure to provide current proof of residency with each recruitment will invalidate this application.*

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JAN 29 2019

CITY OF BALDWIN PARK
CITY CLERKS DEPARTMENT

PLEASE ATTACH A CURRENT COPY OF A UTILITY BILL AND A COPY OF YOUR PHOTO ID

# CITY OF BALDWIN PARK
# APPLICATION FOR CITY COMMISSION
And
# STATEMENT OF QUALIFICATIONS

**APPLICATION IS FOR THE FOLLOWING COMMISSION:** → Planning Commission
***(A separate application is required for each commission)***

**PERSONAL INFORMATION:**

Name Christopher Garrido

Residence Address

Length of time at this Address: 4mns E-mail address:

Home Phone No. N/A Cell/Message Phone No.

Are you 18 years of age or older? yes Are you registered to vote in the City of Baldwin Park? yes

Do you currently serve as an elected or appointed official for any board and/or agency within the City of Baldwin Park? no
If yes, name of agency and position:

**EDUCATION:**
Circle Highest grade you completed: 1 2 3 4 5 6 7 8 9 10 11 (12) High School Graduate? yes G.E.D.?

| Name and Location of College or University | Course of Study | Degree |
|---|---|---|
| DeVry University, Pomona | Data & Network Communication | Bachelors |
| USC Sol Price School | Public Policy | Masters |

**EMPLOYMENT INFORMATION / EXPERIENCE:**

| Name and Address of Employer(s) | Position Title | Dates of Employment |
|---|---|---|
| Clones inc Local | Data & Systems Analyst | 2/18 - 1/19 |
| Homeland Security | Supervisor | 11/06 - 03/17 |

**REFERENCES:** Please provide the names of two (@) persons, who are not City of Baldwin Park Elected or Appointed Officials and who can comment on your capabilities and character.

| Name | Address | Phone No. |
|---|---|---|
| Nubia Wilson | | |
| Eric Rodriguez | | |

**IMPORTANT:** Read the following carefully and answer completely. A conviction is not an automatic bar to appointment. Each case is considered on its individual merits.
**HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR OTHER THAN A MINOR TRAFFIC VIOLATION?** NO
If yes, Please list all offenses, date and place of offense(s), and sentence/fine received:

**ACKNOWLEDGEMENT/CERTIFICATION:**
I understand that upon filing, this application becomes a public record. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

01/29/19
**Date**

**Signature**

**Do Not Write Below this Line - For City Use Only**

Residency verification: ☐ Yes ☐ No Date:
Residency verification: ☐ Yes ☐ No Date:
Residency verification: ☐ Yes ☐ No Date:

Voter Registration Verification: ☐ Yes ☐ No
Appointment date:
Term expires:

Name: Christopher Garrido Commission Requested: Planning

**STATEMENT OF QUALIFICATIONS:**

Use this space to list your goals and objectives and why you feel you should be appointed to the commission for which you are applying. Please include any additional information you feel will be beneficial to the Council in consideration of your appointment to this commission.

see attached

Date: 01/29/19

Signature

*Notice: Please be advised that you and your qualifications may be discussed by the City Council at an open meeting.*

*This Application and Statement of Qualification will be kept on file for two (2) years. During this time, should a vacancy occur in the commission for which you have requested consideration of appointment, your application will be included in the pool of applicants provided however, that you submit current proof of residency at the time of said recruitment. Failure to provide current proof of residency with each recruitment will invalidate this application.*

In applying for this commission first and foremost I feel that it would be a privilege to serve the great city of Baldwin Park. As a Planning Commissioner there is a responsibility to be a representative to the people. My goals as a Planning Commissioner would be to serve with tact and diplomacy. To listen, learn, and be mindful in any decisions being made. To work with my fellow Planning Commissioners to ensure a balanced and decisive group that has the best interest of the Community at heart. If appointed I would like to take this two-year term to help create and carry out policies regarding the physical development of the city of Baldwin Park.

Date: 01/29/2019 Christopher F. Garrido

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JUL 31 2019

CITY OF BALDWIN PARK
CITY CLERKS DEPARTMENT

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# CITY OF BALDWIN PARK
# APPLICATION FOR CITY COMMISSION
And
# STATEMENT OF QUALIFICATIONS

**APPLICATION IS FOR THE FOLLOWING COMMISSION:** → planning
***(A separate application is required for each commission)***

**PERSONAL INFORMATION:**

Name edwin borques

Residence Address [redacted]

Length of time at this Address [redacted] E-mail address: [redacted]

Home Phone No. n/a Cell/Message Phone No. [redacted]

Are you 18 years of age or older? yes Are you registered to vote in the City of Baldwin Park? yes

Do you currently serve as an elected or appointed official for any board and/or agency within the City of Baldwin Park? yes
If yes, name of agency and position: bp planning commission

**EDUCATION:**
Circle Highest grade you completed: 1 2 3 4 5 6 7 8 9 10 11 (12) High School Graduate? yes G.E.D.?

| Name and Location of College or University | Course of Study | Degree |
|---|---|---|
| USC - university of southern cal LA CA 90089 | social science / communic. | BA |

**EMPLOYMENT INFORMATION / EXPERIENCE:**

| Name and Address of Employer(s) | Position Title | Dates of Employment |
|---|---|---|
| innovative artists 1505 10th st. santa monica | tv commercial actor voiceovers | 1995 to present |

**REFERENCES:** Please provide the names of two (@) persons, who are not City of Baldwin Park Elected or Appointed Officials and who can comment on your capabilities and character.

| Name | Address | Phone No. |
|---|---|---|
| deborah viena | [redacted] | [redacted] |
| jaime casas | [redacted] | [redacted] |

**IMPORTANT:** Read the following carefully and answer completely. A conviction is not an automatic bar to appointment. Each case is considered on its individual merits.
**HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR OTHER THAN A MINOR TRAFFIC VIOLATION?** NO
If yes, Please list all offenses, date and place of offense(s), and sentence/fine received:

**ACKNOWLEDGEMENT/CERTIFICATION:**
I understand that upon filing, this application becomes a public record. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

7-30-19
**Date**

**Signature**

Do Not Write Below this Line - For City Use Only

Residency verification: ☐ Yes ☐ No Date:
Residency verification: ☐ Yes ☐ No Date:
Residency verification: ☐ Yes ☐ No Date:

Voter Registration Verification: ☐ Yes ☐ No
Appointment date:
Term expires:

Name edwin borques Commission Requested: planning

**STATEMENT OF QUALIFICATIONS:**

Use this space to list your goals and objectives and why you feel you should be appointed to the commission for which you are applying. Please include any additional information you feel will be beneficial to the Council in consideration of your appointment to this commission.

I was appointed to the recreation & community services commission in 1992. I have been actively involved and dedicated to the city of baldwin park for over 27 years! I have been singled out by the last 3 mayors of our beautiful city for my contributions and service to baldwin park. Simply put, I will continue to work hard to make our city one of the best kept secrets in the san gabriel valley.

Date: 7-30-19

Signature

*Notice: Please be advised that you and your qualifications may be discussed by the City Council at an open meeting.*

*This Application and Statement of Qualification will be kept on file for two (2) years. During this time, should a vacancy occur in the commission for which you have requested consideration of appointment, your application will be included in the pool of applicants provided however, that you submit current proof of residency at the time of said recruitment. Failure to provide current proof of residency with each recruitment will invalidate this application.*

RECEIVED

JUL 3 1 2019

CITY OF BALDWIN PARK
CITY CLERKS DEPARTMENT

PLEASE ATTACH A CURRENT COPY OF A UTILITY BILL AND A COPY OF YOUR PHOTO ID

# CITY OF BALDWIN PARK
# APPLICATION FOR CITY COMMISSION
And
# STATEMENT OF QUALIFICATIONS

**APPLICATION IS FOR THE FOLLOWING COMMISSION:** → PLANNING
***(A separate application is required for each commission)***

**PERSONAL INFORMATION:**

Name GUSTAVO CUATORIA

Residence Address [redacted]

Length of time at this Address: [redacted] E-mail address: [redacted]

Home Phone No. _____ Cell/Message Phone No. [redacted]

Are you 18 years of age or older? yes Are you registered to vote in the City of Baldwin Park? yes

Do you currently serve as an elected or appointed official for any board and/or agency within the City of Baldwin Park? NO
If yes, name of agency and position: _____

**EDUCATION:**

Circle Highest grade you completed: 1 2 3 4 5 6 7 8 9 10 11 (12) High School Graduate? yes G.E.D.? _____

| Name and Location of College or University | Course of Study | Degree |
|---|---|---|
| CAL STATE UNIV. FULLERTON | COMMUNICATIONS | BA |
| CAL STATE UNIV. NORTHRIDGE | PUBLIC ADMINISTRATION | MPA |

**EMPLOYMENT INFORMATION / EXPERIENCE:**

| Name and Address of Employer(s) | Position Title | Dates of Employment |
|---|---|---|
| CITY OF LOS ANGELES | MANAGEMENT ANALYST | OCT 2001 - PRESENT |
| | | |

**REFERENCES:** Please provide the names of two (@) persons, who are not City of Baldwin Park Elected or Appointed Officials and who can comment on your capabilities and character.

| Name | Address | Phone No. |
|---|---|---|
| MARGO NAJAR | [redacted] | |
| JOSE PAEZ | [redacted] | |

**IMPORTANT:** Read the following carefully and answer completely. A conviction is not an automatic bar to appointment. Each case is considered on its individual merits.

**HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR OTHER THAN A MINOR TRAFFIC VIOLATION?** yes
If yes, Please list all offenses, date and place of offense(s), and sentence/fine received:
[redacted]

**ACKNOWLEDGEMENT/CERTIFICATION:**
I understand that upon filing, this application becomes a public record. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

7/30/19
**Date**

**Signature**

Do Not Write Below this Line - For City Use Only

Residency verification: ☐ Yes ☐ No Date: _____ Voter Registration Verification: ☐ Yes ☐ No

Residency verification: ☐ Yes ☐ No Date: _____ Appointment date: _____

Residency verification: ☐ Yes ☐ No Date: _____ Term expires: _____

Name GUSTAVO CUADRA Commission Requested: PLANNING

**STATEMENT OF QUALIFICATIONS:**

Use this space to list your goals and objectives and why you feel you should be appointed to the commission for which you are applying. Please include any additional information you feel will be beneficial to the Council in consideration of your appointment to this commission.

SEE

ATTACHED

Date: 7/30/19

Signature

*Notice: Please be advised that you and your qualifications may be discussed by the City Council at an open meeting.*

*This Application and Statement of Qualification will be kept on file for two (2) years. During this time, should a vacancy occur in the commission for which you have requested consideration of appointment, your application will be included in the pool of applicants provided however, that you submit current proof of residency at the time of said recruitment. Failure to provide current proof of residency with each recruitment will invalidate this application.*

As a lifelong resident of the City of Baldwin Park, I have seen this city evolve into the diverse, vibrant community it is today. Having moved through the BPUSD school system, frequenting local retailers, and attending community events, my Baldwin Park roots run deep.

With all that this city has given to me through the years, I feel now is my time to give back. It is my hope that an appointment to the Planning Commission will afford me the opportunity to be intimately involved in the collective decision-making which directly affects the business owners and residents of our city. This work cannot be understated. The people of our city deserve a fair and transparent commission which has their best interests in mind.

My goal will be to come into this position with an open mind, a penchant to learn, an inquisitive nature, and an ability to speak truth to power. These public commissions carry with it a level of public trust which must be preserved and even elevated. Each commission's ultimate responsibility is to serve the public with the public's best interest in mind.

Having been a career civil servant with the City of Los Angeles, I have first-hand experience in serving the public's interest. My assignments include LAPD Internal Affairs, Office of the Chief of Police, LAPD Media Relations, Department of Water & Power, Personnel Department and the Office of the City Administrative Officer. I have also covered or presented at Board of Police Commissioners meetings and the Los Angeles City Council. I have a working knowledge of the laws which govern public meetings and have worked for some of the highest ranking executives in Los Angeles City government. In addition, I hold a Bachelor's degree in Communications and a Master's degree in Public Administration.

I appreciate the opportunity to apply for the Planning Commission and thank you in advance for your consideration.

PLEASE ATTACH A CURRENT COPY OF A UTILITY BILL AND A COPY OF YOUR PHOTO ID

# CITY OF BALDWIN PARK
# APPLICATION FOR CITY COMMISSION
And
# STATEMENT OF QUALIFICATIONS

RECEIVED
JUN 27 2019
CITY OF BALDWIN PARK
CITY CLERK'S DEPARTMENT

**APPLICATION IS FOR THE FOLLOWING COMMISSION:** → Planning
***(A separate application is required for each commission)***

**PERSONAL INFORMATION:**

Name NANCY G. LOZANO

Residence Address [redacted]

Length of time at this Address: 30 Yrs E-mail address: [redacted]

Home Phone No. [redacted] Cell/Message Phone No. [redacted]

Are you 18 years of age or older? Yes Are you registered to vote in the City of Baldwin Park? Yes

Do you currently serve as an elected or appointed official for any board and/or agency within the City of Baldwin Park? NO
If yes, name of agency and position:

**EDUCATION:**
Circle Highest grade you completed: 1 2 3 4 5 6 7 8 9 10 11 12 High School Graduate? Yes G.E.D.?

| Name and Location of College or University | Course of Study | Degree |
|---|---|---|
| AZUSA PACIFIC UNIVERSITY | EDUCATION, PSYCITOLOGY | MASTER |
| | | |

**EMPLOYMENT INFORMATION / EXPERIENCE:**

| Name and Address of Employer(s) | Position Title | Dates of Employment |
|---|---|---|
| EL MONTE CITY SCHOOL DISTRICT | CD INSTRUCTOR | 2002 - CURRENT |
| | | |

**REFERENCES:** Please provide the names of two (@) persons, who are not City of Baldwin Park Elected or Appointed Officials and who can comment on your capabilities and character.

| Name | Address | Phone No. |
|---|---|---|
| JOHN AYALA | [redacted] | [redacted] |
| TATIANA RIOS | [redacted] | [redacted] |

**IMPORTANT:** Read the following carefully and answer completely. A conviction is not an automatic bar to appointment. Each case is considered on its individual merits.
**HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR OTHER THAN A MINOR TRAFFIC VIOLATION?** NO
If yes, Please list all offenses, date and place of offense(s), and sentence/fine received:

**ACKNOWLEDGEMENT/CERTIFICATION:**
I understand that upon filing, this application becomes a public record. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6/27/19
**Date**

[redacted]
**Signature**

**Do Not Write Below this Line - For City Use Only**

Residency verification: ☐ Yes ☐ No Date:
Residency verification: ☐ Yes ☐ No Date:
Residency verification: ☐ Yes ☐ No Date:

Voter Registration Verification: ☐ Yes ☐ No
Appointment date:
Term expires:

Name: NANCY G. LOZANO Commission Requested: Planning

**STATEMENT OF QUALIFICATIONS:**

Use this space to list your goals and objectives and why you feel you should be appointed to the commission for which you are applying. Please include any additional information you feel will be beneficial to the Council in consideration of your appointment to this commission.

AS A RESIDENT OF THE CITY OF BALDWINPARK, MY GOAL IN SERVING WITHIN THE PLANNING COMMISSION IS TO HAVE AN OPPORTUNITY TO REPRESENT MY COMMUNITY THIS INCLUDES SERVING IN THE BEST INTEREST OF ALL RESIDENTS.

I HAVE BEEN A RESIDENT OF B.P. FOR OVER THIRTY YEARS. DURING WHICH TIME I HAVE HAD THE OPPORTUNITY TO SERVE IN PRIOR YEARS PLANNING COMMISSION. IN ADDITION, TO THIS I HAVE THE ABILITY TO EFFECTIVELY COMMUNICATE AND LISTEN TO SPECIFIC CONCERNS IN A FAIR OPEN-MINDED MANNER, AND DECISION MAKING ABILITIES.

INCLUDING MY WILLINGNESS TO ATTEND MEETINGS, TRAINING - SEMINARS RELATE TO PLANNING USED.

Date: 4/27/19

Signature

*Notice: Please be advised that you and your qualifications may be discussed by the City Council at an open meeting.*

*This Application and Statement of Qualification will be kept on file for two (2) years. During this time, should a vacancy occur in the commission for which you have requested consideration of appointment, your application will be included in the pool of applicants provided however, that you submit current proof of residency at the time of said recruitment. Failure to provide current proof of residency with each recruitment will invalidate this application.*

# ROSTER OF COMMISSION MEMBERS

| **Planning**<br>Commission Secretary: Ron Garcia | **Recreation/Community Services** Commission<br>Secretary: Teresa Alexander | **Housing**<br>Commission Secretary: Michelle Bravo | **Personnel**<br>Commission Secretary: Laura Thomas |
|---|---|---|---|
| **Office #1 – Edwin Borques**<br>Appointed: 12/04/19<br>Expires: 6/30/2021 | [redacted] | **Office #1 – VACANT** | **Office #1 – VACANT** |
| [redacted] | [redacted] | **Office #2 – VACANT** | **Office #2 – VACANT** |
| **Office #3 – Christopher Saenz**<br>Appointed: 12/04/19<br>Expires: 6/30/2021 | **Office #5 – Diana Velez – Pending Background**<br>**Appointed: 12/04/19**<br>**Expires: 06/30/21**<br>**4645 Cutler Avenue** | **Office #3 – VACANT** | **Office #3 – VACANT** |
| **Office #4 – Nancy Lozano – Pending Background**<br>**Appointed: 12/04/19**<br>**Expires: 6/30/21** | **Office #4 – Jo Ann Watkins**<br>Appointed: 12/04/19<br>Expires: 06/30/21 | **Office #4 – VACANT** | **Office #4 – VACANT** |
| **Office #5 – Edith Flores**<br>Appointed: 12/04/19<br>Expires: 6/30/2021 | **Office #5 – Dawn Cervantes – Pending Background**<br>**Appointed: 12/04/19**<br>**Expires: 06/30/21** | **Office #5 – VACANT** | **Office #5 – VACANT** |
| | **Office #6 Baldwin Park High – Vacant** | **Office #6 - VACANT** | |
| | **Office #7 Sierra Vista High – Vacant** | **Office #7 – VACANT** | |
| | **Office #8 North Park High – Vacant** | | |

*Per Municipal Code Chapter 32.03 (B), Each member of a city commission holding such office, as of the effective date of this subchapter, shall continue in the office until his or her successor is appointed and qualified, unless a City Council order of removal otherwise provides.

# ROSTER OF COMMISSION MEMBERS

| Planning<br>Commission Secretary: Ron Garcia | Recreation/Community Services<br>Commission Secretary: Teresa Alexander | Housing<br>Commission Secretary: Michelle Bravo | Personnel<br>Commission Secretary: Laura Thomas |
|---|---|---|---|
| **Office #1 – Edwin Borques**<br>Appointed: 10/04/17<br>[redacted]<br>[redacted]<br>**Office #3 – Christopher Saenz**<br>Appointed: 10/04/17<br>[redacted]<br>**Office #4 – Christopher Garrido**<br>Appointed: 7/17/18<br>Expires: 6/30/2021<br>**Office #5 – Edith Flores**<br>Appointed: 10/04/17<br>[redacted] | **Office #1 – VACANT**<br>**Office #2 – Deanna Coronado Robles**<br>Appointed: 11/15/17<br>Expires: 06//30/19<br>**Office #3 – VACANT**<br>**Office #4 – Jo Ann Watkins**<br>Appointed: 11/15/17<br>Expires: 06/30/19<br>**Office #5 – VACANT**<br>**Office #6 Baldwin Park High – VACANT**<br>**Office #7 Sierra Vista High – VACANT**<br>**Office #8 North Park High – VACANT** | **Office #1 – VACANT**<br>**Office #2 – VACANT**<br>**Office #3 – VACANT**<br>**Office #4 – VACANT**<br>**Office #5 – VACANT**<br>**Office #6 - VACANT**<br>**Office #7 – VACANT** | **Office #1 – VACANT**<br>**Office #2 – VACANT**<br>**Office #3 – VACANT**<br>**Office #4 – VACANT**<br>**Office #5 – VACANT** |

*Per Municipal Code Chapter 32.03 (B), Each member of a city commission holding such office, as of the effective date of this subchapter, shall continue in the office until his or her successor is appointed and qualified, unless a City Council order of removal otherwise provides.

ITEM NO. 16

# STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Shannon Yauchzee, CEO
Lourdes Morales, Chief Deputy City Clerk

**DATE:** January 15, 2020

**SUBJECT:** Reorganization of the City Council – Selection of Mayor Pro Tempore

---

## SUMMARY

The purpose of this report is to complete the reorganization of the City Council with the selection of a new Mayor Pro Tempore as spelled out in the Baldwin Park Municipal Code.

## RECOMMENDATION

Staff recommends City Council complete the reorganization of the City Council and follow procedures as suggested for the selection of Mayor Pro Tempore as follows:

1) The City Clerk opens the nominations for the office of Mayor Pro Tempore. Any Councilmember may nominate and no second to the nomination is required; and

2) After receiving nominations, the City Clerk closes the nominations; and

3) The City Clerk then conducts the election of the Mayor Pro Tempore by roll call vote. If there is more than one nomination, a roll call vote is conducted in the order in which nominations are received until a Mayor Pro Tempore is elected by majority vote.

## FISCAL IMPACT

There is no fiscal impact associated with this item.

## BACKGROUND

In accordance with Ordinance No. 1249, which established section 30.02 it is appropriate at this time to reorganize the City Council and select one of its members as Mayor Pro Tempore. Attachment 1 shows the recent rotation of Mayor Pro Tem.

**§ 30.02 COUNCIL REORGANIZATION.**

The Council shall reorganize and select one of its members as Mayor Pro Tempore, on the following occasions:

(A) In even-numbered years at the Council meeting at which the canvass of the results of the general municipal election are declared.
(B) In odd-numbered years at the first regular meeting conducted in the month of December.
(C) At such other times as a majority of the City Council shall order.

## ALTERNATIVES

None

**LEGAL REVIEW**
This report has been reviewed and approved by the City Attorney.

**ATTACHMENTS**
#1 – Mayor Pro Tempore Roster

BALDWIN
P · A · R · K

## CITY OF BALDWIN PARK
## ROSTER OF MAYORS AND MAYOR PRO TEM'S

| MAYOR | APPOINTED | MAYOR PRO TEM | APPOINTED |
|---|---|---|---|
| Henry J. Littlejohn | January 25, 1956 | Lynn H. Cole | January 1956 |
| Hub H. Bloxham | April 17, 1956 to March 4, 1957 | Henry J. Littlejohn | April 1956 |
| Henry J. Littlejohn | June 3, 1957 | Lynn H. Cole | June 1957 |
| Lynn H. Cole | April 15, 1958 | Henry J. Littlejohn | April 1958 |
| Lynn H. Cole | April 1959 | Henry J. Littlejohn | April 1959 |
| Lynn H. Cole | April 19, 1960 | Letcher Bishop | April 1960 |
| Letcher Bishop | June 19, 1961 | Henry J. Littlejohn | April 1961 |
| Letcher Bishop | April 10, 1962 | Donald V. Holmes | April 1962 |
| Hub H. Bloxham | April 17, 1963 | Donald V. Holmes | April 1963 |
| Charles E. Morehead | April 21, 1964 | Adelina Gregory | April 1964 |
| Ivory D. Crites | April 20, 1965 | Adelina Gregory | April 1965 |
| Joseph McCaron | April 19, 1966 | Charles E. Morehead | April 1966 |
| Charles E. Morehead | April 5, 1967 | Ivory D. Crites | April 1967 |
| Joseph McCaron | April 17, 1968 | Charles E. Morehead | April 1968 |
| Joseph McCaron | April 16, 1969 | Charles E. Morehead | April 1969 |
| Joseph McCaron | April 14, 1970 | Adelina Gregory | April 1970 |
| Adelina Gregory | April 7, 1971 | Russell E. Blewett | April 1971 |
| Russell E. Blewett | April 18, 1972 | Leo W. King | April 1972 |
| Leo W. King | April 17, 1973 | Virgil V. Hamilton | April 1973 |
| Virgil V. Hamilton | March 12, 1974 | Adelina Gregory | March 1974 |
| Virgil V. Hamilton | March 5, 1975 | Joseph McCaron | March 1975 |
| Emmit R. Waldo (Recalled 11/22/77) | March 9, 1976 | Jerry R. Kitchel (Recalled 11/22/77) | March 1976 |
| Russell E. Blewett | December 2, 1977 | Virgil V. Hamilton | December 1977 |
| Russell E. Blewett (Resigned 10/18/78) | March 14, 1978 | Jack B. White | March 1978 |
| Jack B. White | November 1, 1978 | Robert H. McNeill | November 1978 |
| Jack B. White | March 7, 1979 | Felipe Aguilar, Jr. | March 1979 |

**THE MAYOR BECAME A "DIRECTLY ELECTED BY THE PEOPLE" OFFICE IN 1980**

| MAYOR | ELECTED | MAYOR PRO TEM | APPOINTED |
|---|---|---|---|
| Jack B. White | April 8, 1980 | Robert H. McNeill<br>Leo W. King | April 1980<br>April 1981 |
| Jack B. White | April 13, 1982 | Bobbie W. Izell<br>Robert H. McNeill | April 1982<br>April 1983 |

| MAYOR | ELECTED | MAYOR PRO TEM | APPOINTED |
|---|---|---|---|
| Jack B. White | April 10, 1984 | Leo W. King | April 1984 |
| ***** April 1986 Election Cancelled due to insufficient candidate filing - only incumbents filed ***** | | | |
| Jack B. White<br>(Recalled 3/31/87) | | Richard Gibson<br>Richard Gibson | April 1986<br>April 1987 |
| Leo W. King | July 21, 1987 | Bobbie W. Izell | August 1987 |
| Leo W. King<br>(Resigned 12/2/89) | April 19, 1988 | Julia S. McNeill<br>Bette L. Lowes | April 1988<br>April 1989 |
| Bette L. Lowes | April 17, 1990 | Julia S. McNeill<br>Juliia S. McNeill | April 1990<br>April 1991 |
| Fidel A. Vargas | April 21, 1992 | Martin Gallegos<br>Martin Gallegos | April 1992<br>April 1993 |
| Fidel A. Vargas | April 14, 1994 | Raul Martinez<br>Raul Martinez<br>Teri Muse | April 1994<br>April 1995<br>April 1996 |
| Bette Lowes | March 4, 1997 | Teri Muse<br>Manuel Lozano | March 1997<br>March 1998 |
| Manuel Lozano | March 2, 1999 | Wm. "Bill" Van Cleave<br>Ricardo Pacheco | March 1999<br>March 2000 |
| Manuel Lozano | March 6, 2001 | Linda Gair<br>Marlen Garcia | March 2001<br>March 2002 |
| Manuel Lozano | March 4, 2003 | Wm. "Bill" Van Cleave<br>Ricardo Pacheco | March 2003<br>*March 2004 to December 2005<br>*Term extended due to change in election date from March to November of Odd years |
| Manuel Lozano | November 8, 2005 | David J. Olivas<br>Marlen Garcia | December 21, 2005<br>December 6, 2006 |
| Manuel Lozano | November 6, 2007 | Anthony J. Bejarano<br>Monica Garcia | December 5, 2007<br>December 17, 2008 |
| Manuel Lozano | November 3, 2009 | Ricardo Pacheco<br>Marlen Garcia | December 16, 2009<br>December 1, 2010 |
| Manuel Lozano | November 8, 2011 | Susan Rubio<br>Monica Garcia | December 7, 2011<br>December 5, 2012 |
| Manuel Lozano | November 5, 2013 | Ricardo Pacheco<br>Cruz Baca | December 4, 2013<br>December 3, 2014 |
| Manuel Lozano | November 3, 2015 | Monica Garcia<br>Susan Rubio | December 16, 2015<br>December 7, 2016 |
| Manuel Lozano | November 3, 2015<br>(election moved to even # of years) | Ricardo Pacheco<br>Monica Garcia | December 6, 2017<br>December 4, 2018 |
| Manuel Lozano | | | January 15, 2020 |
| | | | |

# AGENDA

# BALDWIN PARK
# FINANCE AUTHORITY

## JANUARY 15, 2019
## 7:00 PM

## REGULAR MEETING
**COUNCIL CHAMBER**
**14403 E. PACIFIC AVENUE**
**BALDWIN PARK, CA 91706**
**(626) 960-4011**

| | | |
|---|---|---|
| **Manuel Lozano** | **-** | **Chair** |
| **Monica Garcia** | **-** | **Vice Chair** |
| **Alejandra Avila** | **-** | **Board Member** |
| **Paul C. Hernandez** | **-** | **Board Member** |
| **Ricardo Pacheco** | **-** | **Board Member** |

***PLEASE TURN OFF CELL PHONES AND PAGERS WHILE MEETING IS IN PROCESS***
***POR FAVOR DE APAGAR SUS TELEFONOS CELULARES Y BEEPERS DURANTE LA JUNTA***

### *PUBLIC COMMENTS*

*The public is encouraged to address the Housing Authority on any matter posted on the agenda or on any other matter within its jurisdiction. If you wish to address the Board, you may do so during the **PUBLIC COMMUNICATIONS** period noted on the agenda. Each person is allowed three (3) minutes speaking time. A Spanish speaking interpreter is available for your convenience.*

### *COMENTARIOS DEL PUBLICO*

*Se invita al público a dirigirse a la Agencia nombrada en esta agenda, para hablar sobre cualquier asunto publicado en la agenda o cualquier tema que esté bajo su jurisdicción. Si usted desea la oportunidad de dirigirse a la Agencia, podrá hacerlo durante el período de **Comentarios del Público (Public Communications)** anunciado en la agenda. A cada persona se le permite hablar por tres (3) minutos. Hay un intérprete para su conveniencia.*

*Any written public record relating to an agenda item for an open session of a regular meeting of the Finance Authority that is distributed to the Finance Authority less than 72 hours prior to that meeting will be available for public inspection at City Hall in the City Clerk's office at 14403 E. Pacific Avenue, 3rd Floor during normal business hours (Monday - Thursday, 7:30 a.m. - 6:00 p.m.)*

**FINANCE AUTHORITY**
**REGULAR MEETING – 7:00 PM**

## CALL TO ORDER

## ROLL CALL

**Board Members: Alejandra Avila, Paul C. Hernandez, Ricardo Pacheco**
**Vice Chair Monica Garcia and Chair Manuel Lozano**

## PUBLIC COMMUNICATIONS

Three (3) minute speaking time limit
Tres (3) minutos será el limite para hablar

***THIS IS THE TIME SET ASIDE TO ADDRESS THE COMMISSION***

*No action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The legislative body or its staff may: 1) Briefly respond to statements made or questions asked by persons; or 2) Direct staff to investigate and/or schedule matters for consideration at a future meeting. [Government Code §54954.2]*

***ESTE ES EL PERIODO DESIGNADO PARA DIRIGIRSE AL COMISIÓN***

*No se podra tomar acción en algún asunto a menos que sea incluido en la agenda, o a menos que exista algúna emergencia o circunstancia especial. El cuerpo legislativo y su personal podran: 1) Responder brevemente a declaraciónes o preguntas hechas por personas; o 2) Dirigir personal a investigar y/o fijar asuntos para tomar en consideración en juntas proximas. [Codigo de Gobierno §54954.2]*

## CONSENT CALENDAR

1. **Treasurer's Report – November 2019**
   Staff recommends that the Board receive and file the Treasurer's Report for November 2019.

## ADJOURNMENT

## CERTIFICATION

I, Lourdes Morales, Chief Deputy Secretary of the Finance Authority hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 9th day of January, 2020.

Lourdes Morales,
Chief Deputy City Clerk

*PLEASE NOTE: Copies of staff reports and supporting documentation pertaining to each item on this agenda are available for public viewing and inspection at City Hall, 2nd Floor Lobby Area or at the Los Angeles County Public Library in the City of Baldwin Park. For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or via e-mail at lmorales@baldwinpark.com.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department or Risk Management at (626) 960-4011. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 34.102.104 ADA TITLE II)*

ITEM NO. 1

# STAFF REPORT

**TO:** Honorable Chair and Board Members of the Financing Authority

**FROM:** Rose Tam, Director of Finance

**DATE:** January 15, 2020

**SUBJECT:** Treasurer's Report – November 2019

## SUMMARY

Attached is the Treasurer's Report for the month of November 2019. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

## RECOMMENDATION

Staff recommends that Council receive and file the Treasurer's Report for November 2019.

## FISCAL IMPACT

None

## BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer's Report be submitted to the Mayor and City Council on a monthly basis.

## LEGAL REVIEW

Not Applicable

## ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
11/30/2019

| INVESTMENT DESCRIPTION | INTEREST RATE | PURCHASE DATE | MATURITY DATE | PAR VALUE | CURRENT PRINCIPAL | BOOK VALUE | ESTIMATED MARKET VALUE |
|---|---|---|---|---|---|---|---|
| **State of California Local Agency Investment Fund (LAIF)** | | | | | | | |
| City-including General Fund & all other Special Revenue Funds | 2.10% | Varies | Varies | $ 28,492,507.97 | $ 28,492,507.97 | $ 28,492,507.97 | $ 28,492,507.97 |
| Housing Authority | 2.10% | Varies | Varies | 13,827.25 | 13,827.25 | 13,827.25 | 13,827.25 |
| | | | | 28,506,335.22 | 28,506,335.22 | 28,506,335.22 | 28,506,335.22 |
| **Certificate of Deposit** | | | | | | | |
| Citibank National Association (Mutual Securities) | 2.65% | 1/25/2019 | 1/25/2021 | 250,000.00 | 250,000.00 | 250,000.00 | 253,007.50 |
| Goldman Sachs Bk USA NY (Mutual Securities) | 2.25% | 1/24/2018 | 1/24/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 250,262.50 |
| Sallie Mae Bk SLT Lake City UT (Mutual Securities) | 2.25% | 1/24/2018 | 1/24/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 250,262.50 |
| Morgan Stanley Bank N A Utah (Cantella) | 2.64% | 4/19/2018 | 4/20/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 251,030.00 |
| Barclays Bank Del (Cantella) | 3.05% | 12/19/2018 | 12/21/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 253,835.00 |
| Dividend (Cantella) | | | | | | | 3,388.16 |
| | | | | 1,250,000.00 | 1,250,000.00 | 1,250,000.00 | 1,261,785.66 |
| Fiscal Agent Funds (Trust/Debt Service Fund) | Varies | Varies | Varies | 7,847,459.94 | 7,847,459.94 | 7,847,459.94 | 7,847,459.94 |
| Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund) | Varies | Varies | Varies | 20,483.04 | 20,483.04 | 20,483.04 | 20,483.04 |
| | | | | 7,867,942.98 | 7,867,942.98 | 7,867,942.98 | 7,867,942.98 |
| | | | | $ 37,624,278.20 | $ 37,624,278.20 | $ 37,624,278.20 | $ 37,636,063.86 |

| | |
|---|---|
| Total Investments | $ 37,624,278.20 |
| **Cash with Bank of the West** | |
| City Checking | 2,292,810.86 |
| Money Market Plus | 133,226.86 |
| City Miscellaneous Cash | 129,903.22 |
| Successor Agency | 536,930.25 |
| Housing Authority | 207,856.00 |
| Financing Authority | 11,700.00 |
| Investment Brokerage | 0.00 |
| Total Cash with Bank of the West | 3,312,427.18 |
| Total Cash and Investments | $ 40,936,705.38 |

Schedule of Cash and Investments includes city-wide assets as included in the Comprehensive Annual Financial Report.

* There was no investment maturity/purchase transactions made for the month of November 2019 and several deposits/withdrawals were made through the Local Agency Investment Fund.

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months that all investments are in compliance to the City's Statement of Investment Policy.

Approved by:

Rose Tam
Director of Finance

# AGENDA

# BALDWIN PARK
# HOUSING AUTHORITY

## JANUARY 15, 2020
## 7:00 PM

## REGULAR MEETING
**COUNCIL CHAMBER**
**14403 E. PACIFIC AVENUE**
**BALDWIN PARK, CA 91706**
**(626) 960-4011**

| | | |
|---|---|---|
| **Manuel Lozano** | **-** | **Chair** |
| **Monica Garcia** | **-** | **Vice Chair** |
| **Alejandra Avila** | **-** | **Board Member** |
| **Paul C. Hernandez** | **-** | **Board Member** |
| **Ricardo Pacheco** | **-** | **Board Member** |

***PLEASE TURN OFF CELL PHONES AND PAGERS WHILE MEETING IS IN PROCESS***
***POR FAVOR DE APAGAR SUS TELEFONOS CELULARES Y BEEPERS DURANTE LA JUNTA***

### *PUBLIC COMMENTS*

*The public is encouraged to address the Housing Authority on any matter posted on the agenda or on any other matter within its jurisdiction. If you wish to address the Board, you may do so during the **PUBLIC COMMUNICATIONS** period noted on the agenda. Each person is allowed three (3) minutes speaking time. A Spanish speaking interpreter is available for your convenience.*

### *COMENTARIOS DEL PUBLICO*

*Se invita al público a dirigirse a la Agencia nombrada en esta agenda, para hablar sobre cualquier asunto publicado en la agenda o cualquier tema que esté bajo su jurisdicción. Si usted desea la oportunidad de dirigirse a la Agencia, podrá hacerlo durante el período de **Comentarios del Público (Public Communications)** anunciado en la agenda. A cada persona se le permite hablar por tres (3) minutos. Hay un intérprete para su conveniencia.*

*Any written public record relating to an agenda item for an open session of a regular meeting of the Housing Authority that is distributed to the Housing Authority less than 72 hours prior to that meeting will be available for public inspection at City Hall in the City Clerk's office at 14403 E. Pacific Avenue, 3rd Floor during normal business hours (Monday - Thursday, 7:30 a.m. - 6:00 p.m.)*

**HOUSING AUTHORITY**
**REGULAR MEETING – 7:00 PM**

## CALL TO ORDER

## ROLL CALL

**Board Members: Alejandra Avila, Paul C. Hernandez, Ricardo Pacheco**
**Vice Chair Monica Garcia and Chair Manuel Lozano**

## PUBLIC COMMUNICATIONS

Three (3) minute speaking time limit
Tres (3) minutos será el limite para hablar

***THIS IS THE TIME SET ASIDE TO ADDRESS THE COMMISSION***

*No action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The legislative body or its staff may: 1) Briefly respond to statements made or questions asked by persons; or 2) Direct staff to investigate and/or schedule matters for consideration at a future meeting. [Government Code §54954.2]*

***ESTE ES EL PERIODO DESIGNADO PARA DIRIGIRSE AL COMISIÓN***

*No se podra tomar acción en algún asunto a menos que sea incluido en la agenda, o a menos que exista algúna emergencia o circunstancia especial. El cuerpo legislativo y su personal podran: 1) Responder brevemente a declaraciónes o preguntas hechas por personas; o 2) Dirigir personal a investigar y/o fijar asuntos para tomar en consideración en juntas proximas. [Codigo de Gobierno §54954.2]*

## CONSENT CALENDAR

1. **Treasurer's Report – November 2019**
   Staff recommends that the Board receive and file the Treasurer's Report for November 2019.

## ADJOURNMENT

## CERTIFICATION

I, Lourdes Morales, Chief Deputy Secretary of the Housing Authority hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 9th day of January, 2020.

Lourdes Morales,
Chief Deputy City Clerk

*PLEASE NOTE: Copies of staff reports and supporting documentation pertaining to each item on this agenda are available for public viewing and inspection at City Hall, 2nd Floor Lobby Area or at the Los Angeles County Public Library in the City of Baldwin Park. For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or via e-mail at lmorales@baldwinpark.com.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department or Risk Management at (626) 960-4011. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 34.102.104 ADA TITLE II)*

ITEM NO. 1

# STAFF REPORT

**TO:** Honorable Chair and Board Members of the Housing Authority

**FROM:** Rose Tam, Director of Finance

**DATE:** January 15, 2020

**SUBJECT:** Treasurer's Report – November 2019

## SUMMARY

Attached is the Treasurer's Report for the month of November 2019. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

## RECOMMENDATION

Staff recommends that Council receive and file the Treasurer's Report for November 2019.

## FISCAL IMPACT

None

## BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer's Report be submitted to the Mayor and City Council on a monthly basis.

## LEGAL REVIEW

Not Applicable

## ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
11/30/2019

| INVESTMENT DESCRIPTION | INTEREST RATE | PURCHASE DATE | MATURITY DATE | PAR VALUE | CURRENT PRINCIPAL | BOOK VALUE | ESTIMATED MARKET VALUE |
|---|---|---|---|---|---|---|---|
| **State of California Local Agency Investment Fund (LAIF)** | | | | | | | |
| City-Including General Fund & all other Special Revenue Funds | 2.10% | Varies | Varies | $ 28,492,507.97 | $ 28,492,507.97 | $ 28,492,507.97 | $ 28,492,507.97 |
| Housing Authority | 2.10% | Varies | Varies | 13,827.25 | 13,827.25 | 13,827.25 | 13,827.25 |
| | | | | 28,506,335.22 | 28,506,335.22 | 28,506,335.22 | 28,506,335.22 |
| **Certificate of Deposit** | | | | | | | |
| Citibank National Association (Mutual Securities) | 2.65% | 1/25/2019 | 1/25/2021 | 250,000.00 | 250,000.00 | 250,000.00 | 253,007.50 |
| Goldman Sachs Bk USA NY (Mutual Securities) | 2.25% | 1/24/2018 | 1/24/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 250,262.50 |
| Sallie Mae Bk SLT Lake City UT (Mutual Securities) | 2.25% | 1/24/2018 | 1/24/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 250,262.50 |
| Morgan Stanley Bank N A Utah (Cantella) | 2.64% | 4/19/2018 | 4/20/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 251,030.00 |
| Barclays Bank Del (Cantella) | 3.05% | 12/19/2018 | 12/21/2020 | 250,000.00 | 250,000.00 | 250,000.00 | 253,835.00 |
| Dividend (Cantella) | | | | | | | 3,388.16 |
| | | | | 1,250,000.00 | 1,250,000.00 | 1,250,000.00 | 1,261,785.66 |
| Fiscal Agent Funds (Trust/Debt Service Fund) | Varies | Varies | Varies | 7,847,459.94 | 7,847,459.94 | 7,847,459.94 | 7,847,459.94 |
| Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund) | Varies | Varies | Varies | 20,483.04 | 20,483.04 | 20,483.04 | 20,483.04 |
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