

**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, February 19, 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: February 13, 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 February 19, 2020.



Lourdes Morales,
Chief Deputy City Clerk

AGENDA

BALDWIN PARK

CITY COUNCIL SPECIAL MEETING

FEBRUARY 19, 2020
5:30 PM

Please note
time and
meeting
location

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

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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 límite 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 podrá tomar acción en algún asunto a menos que sea incluido en la agenda, o a menos que exista alguna emergencia o circunstancia especial. El cuerpo legislativo y su personal podran: 1) Responder brevemente a declaraciones 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

Summer Job Program Presentation by AJCC

RECESS TO CLOSED SESSION

1. 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)

2. Conference With Legal Counsel—Existing Litigation

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

Case Name: Salcedo v. City of Baldwin Park

Case No. BC676398

Case Name: City of Baldwin Park v. City of Irwindale

Case No. BS163400

3. 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 Oganessian and Ryan Oganessian, 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
- O. Property: 5018 Lante Street
Negotiating Parties: City of Baldwin Park and Distinct Indulgence (Corporate Name Change Memo)
- P. Property: 14551 Joanbridge Street (CAN 17-02)
Negotiating Parties: City of Baldwin Park and Baldwin Park Tale Corp.

4. 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 February 19, 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.

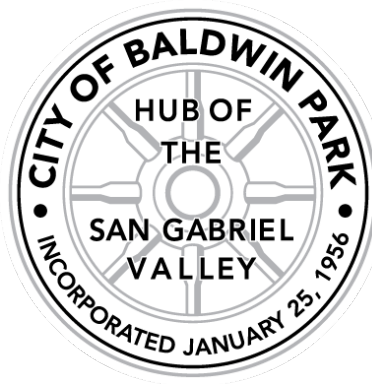
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department or Risk Management at (626) 960-4011. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure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

AGENDA

BALDWIN PARK CITY COUNCIL REGULAR MEETING

FEBRUARY 19, 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
Paul C. Hernandez	-	Council Member
Ricardo Pacheco	-	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

LA County Certificate of Commendation to the City of Baldwin Park for participating in the 2019 Champion for West Nile Virus Prevention Challenge.

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 – December 2019 Missing

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

3. Approve Restructuring of the Planning Division and Reclassify the Position of Housing Specialist and Approve Updates to the Comprehensive City of Baldwin Park Pay Schedule in Accordance with CalPERS Established Guidelines

Staff recommends that the City Council approve, ratify and adopt:

1. Resolution No. 2020-005 to update the Comprehensive Pay Schedule; and
2. Resolution No. 2020-006 modifying the City of Baldwin Park's job classification plan to include a new position of Assistant Planner and Senior Planner and class specifications, and a revised class specification for Associate Planner in accordance with applicable rules and regulations; and
3. Approve the action of converting the Housing Technician to Housing Specialist.

4. Repeal of Ordinance No. 1444 Regulating Rent Increases and Evictions with the Adoption of Ordinance No. 1451

Staff recommends City Council introduce for first reading Ordinance No. 1451 entitled **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, REPEALING ORDINANCE NO. 1444 AND BALDWIN PARK MUNICIPAL CODE SECTIONS 128.01 THROUGH 128.12 RELATING TO REGULATING RENT INCREASES AND EVICTIONS."**

5. Authorize Equipment Purchase of After-Market Utility Upgrades for Newly Leased Compressed Natural Gas (CNG) Vehicles

It is recommended that the City Council:

1. Authorize the Director of Finance to appropriate \$44,174.56 to General Fleet Services, Fund 402, Account #402-50-590-58110-00000 and to make the necessary transfers and adjustments; and
2. Authorize the Director of Public Works to process the payment for the purchase.

6. Waive Formal Bid Procedures and Award Contracts for CIP20-150 for the 2nd Floor Remodeling Project

Staff recommends that the City Council:

1. Waive formal bid procedures per the City's Purchasing Ordinance No. 1101 and Baldwin Park Municipal Code Chapter 34 section 37 (A); and
2. Authorize the Mayor to Execute the Contract with Shaw Integrated Solution in the amount of \$83,578.83; and
3. Authorize the Mayor to Execute the Contract with Swedlows Distributors, Inc. in the amount of \$83,857.29; and

4. Authorize the Mayor to Execute the Contract with A1 Concrete & Construction Inc. in the amount of \$207,902; and
5. Authorize the Director of Finance to appropriate \$85,000 from Fund No. 890-Low/Mod Income Housing and \$25,000 from the Engineering Fees Revenue Account No. 100-50-000-42500-00000 to cover the additional cost.

7. Approval of a Professional Services Agreement with Nichols Consulting Engineers for the City of Baldwin Park's Pavement Management System (PMS) Update

It is Staff's Recommendation that the City Council:

1. Approve the Professional Services Agreement with Nichols Consulting Engineers (NCE) in the amount of \$41,000; and
2. Authorize the Director of Public Works to purchase a new dedicated PMS software system including implementation cost in an amount not-to-exceed \$12,000.00; and
3. Authorize the Mayor and City Clerk to execute the contract with Nichols Consulting Engineers for the development of the PMS updates.

8. 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 Director of Public Works to approve Request for Services to Infrastructure Engineers (IE) in the amount of \$180,843 for construction management, inspection, fund administration and material testing; and
3. Authorize the Mayor and City Clerk to execute the contract with Gentry Brothers, Inc. for Maine Avenue Complete Street Improvements, Phase 1B project.

9. Adopt Resolution No. 2020-004, "Resolution of the City Council of the City of Baldwin Park, California, Authorizing Submittal of a Grant Application and Designating Signature Authority for the VW Zero-Emission Vehicle (ZEV) Investment Commitment Grant for Procurement of Electric-Powered Shuttles for the Dial-A-Ride Transit Program"

Staff recommends that the City Council:

1. Adopt Resolution No. 2020-004, "A Resolution of the City Council of the City of Baldwin Park, California, Authorizing Submittal of a Grant Application and Designating Signature Authority for the VW Zero-Emission Vehicle (ZEV) Investment Commitment Grant for Procurement of Electric-Powered Shuttles for the Dial-A-Ride Transit Program"; and
2. Authorize the Director of Public Works to administer the VW Zero Emission Vehicle Investment Grant.

10. Accept and Authorize the Filing of a Notice of Completion for CIP 20-156 & 20-173 – Replacement of Vinyl Floor, Carpet Tiles and Wall Carpet at the Esther Snyder Community Center

Staff recommends that the City Council:

1. Accept the improvements by Shaw Integrated Solutions and authorize recordation of a Notice of Completion; and
2. Authorize the payment of \$2,519.09 in retention funds to Shaw Integrated Solutions upon the expiration of the 35-day notice period.

11. Authorization to Advertise the Request for Proposals for Professional Pyrotechnic Services Related to the 4th of July Fireworks Spectacular

Staff recommends that the City Council:

1. Authorize the advertisement of the Request for Proposal (RFP) for professional pyrotechnic services related to the 4th of July Fireworks Spectacular.

12. Award an Agreement to Cintas Corporation No. 2 for Citywide Automated External Defibrillator Service

Staff recommends that the City Council:

1. Award an Agreement to Cintas Corporation No. 2; and
2. Authorize the Chief Executive Officer to execute Agreement.

13. Approval of Resolution 2020-003 and Consideration of a Memorandum of Understanding (MOU) with Goodwill Southern California to Establish a Youth Employment Program

Staff recommends the City Council:

1. Approve Resolution 2020-003 and approve the Proposed MOU with the GSC; and
2. Authorize the Mayor to execute the MOU.

14. Approval of a Memorandum of Agreement (MOA) with the Baldwin Park Business Association to Establish a Youth Employment Program

Staff recommends that the City Council:

1. Approve the proposed MOA with the Baldwin Park Business Association; and
2. Authorize the Chief Executive Officer to finalize and execute the MOA

15. Consideration and Approval of the San Gabriel Valley Regional Housing Trust Joint Exercise of Powers Agreement

Staff recommends the City Council:

1. Authorize the City Manager and City Attorney to finalize the Joint Exercise of Powers Agreement; and
2. Authorize the Mayor to execute the San Gabriel Valley Regional Housing Trust Joint Exercise of Powers Agreement.

16. Ratify the Retention of Attorney Services

Staff recommends that the City Council:

1. Ratify the retention of the above-listed firms; and
2. Direct the City Attorney to draft standard retention agreements with these firms; and
3. Authorize the Mayor and City Clerk to execute said agreements approved as to form by the City Attorney.

PUBLIC HEARING

17. Consideration of Adoption an Extension of an Existing Citywide Moratorium on New and the Expansion of Existing Massage Establishments

Staff recommends following the Public hearing the City Council adopt:

1. Attachment #2 entitled "Report of Measures Taken to Alleviate the Conditions that Led to the Adoption of Ordinance 1448"; and
2. Ordinance 1450 entitled "An Interim Ordinance of the City of Baldwin Park, Extending a Citywide Moratorium on the Establishment of New and the Expansion of Existing Massage Businesses".

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

CONSENT CALENDAR

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

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

REPORTS OF OFFICERS

18. 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.

19. 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

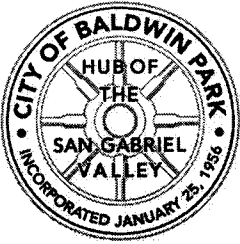
I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 13th day of February, 2020.



Lourdes Morales,
Chief Deputy City Clerk

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STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance *(Signature)*
DATE: February 19, 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 \$1,060,479.72 and the attached General Warrants Register was \$2,369,988.36 for a total amount of \$3,430,468.08.

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 200708 to 200757. Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 18939 to 19488 for the period of December 29, 2019 through January 25, 2020, inclusive; these are presented and hereby ratified in the amount of \$1,060,479.72.
2. General Warrants, with the bank drafts in the amount of \$613.57 and the checks from 227306 to 227816 in the amount of \$2,369,374.79 for the period of January 01, 2020 to February 06, 2020, inclusive; in the total amount of \$2,369,988.36 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

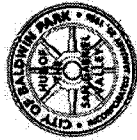
Not Applicable

ATTACHMENT

1. Check Register

Attachment 1

Check Register



City of Baldwin Park, CA

Check Register

By (None)

Payment Dates 01/01/2020 - 02/06/2020

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
227306	01/02/2020	ANA VALDIVIA	DEDUCTION	100-00-000-21225-00000	346.15
227307	01/02/2020	CANON FINANCIAL SERVICES	LEASE PAYMENTS FOR 2 CANON IR6555 COPIERS	401-10-141-58140-11504	404.05
227308	01/02/2020	LYNDA C SALAS	CITY WIDE COPY PAPER	401-10-141-53100-11504	1443.21
227309	01/02/2020	LYNDA C SALAS	DEDUCTION	100-00-000-21225-00000	450.00
227310	01/02/2020	RICOH USA INC	LEASE PAYMENTS FOR 2 RICOH COLOR COPIERS	401-10-141-58140-11504	477.43
227311	01/02/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	252-60-620-53401-00000	577.90
227311	01/02/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-560-53401-00000	228.81
227311	01/02/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	38.77
227311	01/02/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	252-60-620-53401-00000	5090.38
227311	01/02/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	129.90
227311	01/02/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	60.30
227311	01/02/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	245-50-530-53401-15535	140.31
227311	01/02/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	240-50-551-53401-15705	42.45
227311	01/02/2020	SOUTHERN CALIFORNIA EDISON	HARD DRIVE REPLACEMENTS	401-10-140-53390-00000	98.06
227312	01/02/2020	SOUTHERN COMPUTER WAREHOUSE INC	DEDUCTION	100-00-000-21225-00000	617.08
227313	01/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	382.15
227314	01/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	374.76
227315	01/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	523.38
227316	01/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	1312.15
227317	01/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	309.69
227318	01/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	113.07
227319	01/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	660.00
227320	01/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	131.53
227321	01/02/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	268.61
227322	01/02/2020	STATE DISBURSEMENT	DEDUCTION	401-10-141-53403-11506	6583.19
227323	01/02/2020	TPX COMMUNICATIONS CO	LOCAL LONG DISTANCE AND DATA NETWORK	401-10-140-51101-00000	170.49
227324	01/02/2020	TYLER BUSINESS FORMS	TAX FORMS	235-40-440-58105-00000	16581.25
227325	01/02/2020	TYLER TECHNOLOGIES INC	ENERGOV SAAS	235-40-440-58105-00000	13079.30
227325	01/02/2020	TYLER TECHNOLOGIES INC	ENERGOV SAAS	235-40-440-58105-00000	97.50
227325	01/02/2020	TYLER TECHNOLOGIES INC	ENERGOV SAAS	235-40-440-58105-00000	962.50
227325	01/02/2020	TYLER TECHNOLOGIES INC	ENERGOV SAAS	235-40-440-58105-00000	1137.50
227325	01/02/2020	TYLER TECHNOLOGIES INC	ENERGOV SAAS	235-40-440-58105-00000	1487.50
227325	01/02/2020	TYLER TECHNOLOGIES INC	ENERGOV SAAS	235-40-440-58105-00000	130.00
227325	01/02/2020	TYLER TECHNOLOGIES INC	ENERGOV SAAS	235-40-440-58105-00000	525.00
227325	01/02/2020	TYLER TECHNOLOGIES INC	ENERGOV SAAS	235-40-440-58105-00000	350.00
227325	01/02/2020	TYLER TECHNOLOGIES INC	ENERGOV SAAS	100-30-310-53403-00000	50.45
227326	01/08/2020	AT&T	ACCT # 331 254-5633 464 4	100-30-310-51100-00000	1444.15
227327	01/08/2020	AT&T	FRAME RELAY FOR MOBILE DATA	100-30-310-53403-00000	453.45
227328	01/08/2020	AT&T MOBILITY	FRAME RELAY CIRCUIT	401-10-141-53320-11502	681.36
227329	01/08/2020	BPC PRINT SERVICES INC	OUTSIDE PRINTING SERVICES FOR RESTOCKING	100-60-620-53100-00000	1445.97
227330	01/08/2020	CDW-GOVERNMENT	APPLE IPADS FOR RECREATION	100-60-650-53100-00000	1445.97
227330	01/08/2020	CDW-GOVERNMENT	APPLE IPADS FOR RECREATION	100-60-680-53100-00000	1445.97
227330	01/08/2020	CDW-GOVERNMENT	APPLE IPADS FOR RECREATION	501-60-000-22329-00000	1699.00
227330	01/08/2020	CDW-GOVERNMENT	APPLE IPADS FOR RECREATION DEPT	100-60-620-53100-00000	148.38
227330	01/08/2020	CDW-GOVERNMENT	APPLE IPADS FOR RECREATION DEPT	100-60-650-53100-00000	148.37
227330	01/08/2020	CDW-GOVERNMENT	APPLE IPADS FOR RECREATION DEPT	100-60-680-53100-00000	148.37
227330	01/08/2020	CDW-GOVERNMENT	APPLE IPADS FOR RECREATION DEPT	501-60-000-22329-00000	148.39
227330	01/08/2020	CDW-GOVERNMENT	APPLE IPADS FOR RECREATION DEPT	100-30-310-53403-00000	411.23
227331	01/08/2020	CHARTER COMMUNICATIONS HOLDINGS, LLC	DATA CONNECTION FOR RADIO SYSTEMS	271-30-350-58110-17233	39900.00
227332	01/08/2020	CITY OF EL MONTE	3/E4 USED 2016 BMW R1200 POLICE MOTORCYCLES	100-30-380-51100-00000	3222.60
227333	01/08/2020	DANIEL RODRIGUEZ	EMERGENCY SERVICES MANAGEMENT CONSULTING	401-10-141-53371-11504	154.44
227334	01/08/2020	DE LAGE LANDEN	LEASE & MAINTENANCE PAYMENTS FOR SHARP	401-10-141-58140-11504	247.40
227334	01/08/2020	DE LAGE LANDEN	LEASE & MAINTENANCE PAYMENTS FOR SHARP	401-10-140-53390-00000	2280.46
227335	01/08/2020	DELL MARKETING L.P.	BALANCE OVER CIP APPROVAL	255-50-520-58110-15507	1918.41
227336	01/08/2020	EVAN BROOKS ASSOCIATES, INC	PROFESSIONAL SERVICES AGREEMENT FOR DESIGN,	245-50-520-58100-15716	2730.00
227336	01/08/2020	EVAN BROOKS ASSOCIATES, INC	AUTHORIZATION PROCESS AND FUNDS MANAGEMENT	100-30-310-53403-00000	113.16
227337	01/08/2020	FRONTIER COMMUNICATIONS	SERVICES 11/28-12/27/19	100-30-310-53403-00000	141.87
227338	01/08/2020	FRONTIER COMMUNICATIONS	MAINTENANCE OF HVAC SYSTEM	100-60-620-53371-16100	33818.00
227339	01/08/2020	I COLOR PRINTING	SERVICES FOR BP NOW AND RECREATION GUIDE	100-60-610-51100-11400	3293.05
227340	01/08/2020	IRMA GARCIA	PURCHASE SUPPLIES FOR SR CTR LUNAR NEW YEAR	501-60-000-22327-00000	700.00
227341	01/08/2020	JWA URBAN CONSULTANTS INC	PREPARATION AND ADMINISTRATION OF	270-40-440-51100-14983	6500.00
227342	01/08/2020	MARCO INDUSTRIES, INC	STREET SWEEPER REPAIRS	402-50-590-53371-00000	869.33
227343	01/08/2020	MARCO INDUSTRIES, INC	STREET SWEEPER REPAIRS	402-50-590-53371-00000	154.27
227344	01/08/2020	RON GARCIA	REIMB CONF-UPDATED & ASSESSMENTS JAN 24/2020	100-40-440-53350-00000	585.00
227345	01/08/2020	SPARKLETT'S	WATER & COFFEE SUPPLIES	100-60-620-53100-00000	1654.09

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227345	01/08/2020	SPARKLETT'S	WATER & SUPPLIES	100-60-620-53100-00000	1407.82
227345	01/08/2020	SPARKLETT'S	WATER AND COFFEE SUPPLIES	100-60-620-53100-00000	285.48
227346	01/08/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	REPAIRS MADE TO BADGE PRINTER	100-60-620-53771-00000	45.00
227347	01/08/2020	SWEDLOWS DISTRIBUTORS	REPLACEMENT OF PARTITIONS, CIP20-156	234-60-620-58100-16191	8938.27
227348	01/08/2020	TIME WARNER CABLE	CABLE LINE 11/26-12/25/19	100-30-310-53403-00000	280.86
227349	01/08/2020	TIME WARNER CABLE	FIBER INTERNET	100-30-310-53403-00000	333.89
227350	01/08/2020	TIME WARNER CABLE	ETHERNET CONNECTION	100-30-310-53403-00000	812.09
227351	01/08/2020	TIME WARNER CABLE	CABLE LINE 12/26-01/25/20	100-30-310-53403-00000	280.86
227352	01/08/2020	TIME WARNER CABLE	INTERNET SERVICE @ B.PARK 11/14-12/13/19	100-60-670-51100-15100	8.65
227353	01/08/2020	T-MOBILE	MTNLY SERV 11/21-12/20/19	100-40-450-53403-00000	180.10
227354	01/08/2020	T-MOBILE	MTNLY SERV 11/21-12/20/19	100-40-460-53403-00000	180.10
227354	01/08/2020	VASQUEZ & COMPANY LLP	SECOND PROGRESS BILLING	100-20-210-51100-12420	4000.00
227354	01/08/2020	VASQUEZ & COMPANY LLP	THIRD PROGRESS BILLING	100-20-210-51100-12420	35000.00
227354	01/08/2020	VASQUEZ & COMPANY LLP	FY 2018-19 AUDIT FEES	100-20-210-51100-12420	13000.00
227355	01/08/2020	VERIZON WIRELESS	CELL PHONE SERVICES 10/22-11/21/19	100-60-610-53403-00000	107.31
227355	01/08/2020	VERIZON WIRELESS	CELL PHONE SERVICES 10/22-11/21/19	100-60-610-53403-00000	53.68
227355	01/08/2020	VERIZON WIRELESS	CELL PHONE SERVICES 10/22-11/21/19	100-60-620-53403-00000	144.46
227355	01/08/2020	VERIZON WIRELESS	CELL PHONE SERVICES 10/22-11/21/19	100-60-630-53100-00000	53.68
227355	01/08/2020	VERIZON WIRELESS	CELL PHONE SERVICES 10/22-11/21/19	100-60-650-53100-00000	53.68
227355	01/08/2020	VERIZON WIRELESS	CELL PHONE SERVICES 10/22-11/21/19	100-60-660-53100-00000	107.36
227355	01/08/2020	VERIZON WIRELESS	CELL PHONE SERVICES 10/22-11/21/19	100-60-670-53100-15100	26.84
227355	01/08/2020	VERIZON WIRELESS	CELL PHONE SERVICES 10/22-11/21/19	100-60-680-53100-00000	26.84
227355	01/08/2020	VERIZON WIRELESS	CELL PHONE SERVICES 10/22-11/21/19	501-60-000-22327-00000	63.78
227355	01/08/2020	VERIZON WIRELESS	CELL PHONE SERVICES 10/22-11/21/19	501-60-000-22329-00000	107.41
227355	01/08/2020	VERIZON WIRELESS	CELL PHONE SERVICES 10/22-11/21/19	100-40-405-53100-00000	32.44
227356	01/08/2020	VICTOR VIRAMONTES	PURCHASE OF REFILLS FOR 2020 CALENDAR & PLANNER	905-40-410-53405-14305	242.94
227357	01/08/2020	WASTE MANAGEMENT OF SAN GABRIEL/POMONA VALLEY	SERVICES @ 14317 MORGAN ST	100-00-000-21216-00000	1369.95
227358	01/08/2020	AFLAC	AFLAC	100-00-000-21216-00000	130.82
227358	01/08/2020	AFLAC	AFLAC	100-00-000-21216-00000	1369.72
227358	01/08/2020	AFLAC	AFLAC	100-00-000-21216-00000	130.82
227359	01/08/2020	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	159.61
227360	01/08/2020	ALLSTATE WORKPLACE DIVISION	MANAGEMENT DUES	100-00-000-21221-00000	159.61
227360	01/08/2020	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-00000	40.00
227361	01/08/2020	BALDWIN PARK MNGMT ASSOC.	POLICE SWORN DUES	100-00-000-21219-00000	3845.17
227361	01/08/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	1176.91
227361	01/08/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	3747.92
227361	01/08/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	1136.91
227361	01/08/2020	BALDWIN PARK POLICE ASSOC	POLICE NON-SWORN DUES	100-00-000-21219-00000	1555.75
227362	01/08/2020	C.L.E.A.	DECEMBER 2019 PAYMENT	403-10-000-47130-13404	-1555.75
227362	01/08/2020	C.L.E.A.	TO OFFSET INVOICE # DEC 19 PP#25-26	403-10-000-47130-13404	771.75
227362	01/08/2020	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	784.00
227362	01/08/2020	C.L.E.A.	DUES CMEA	100-00-000-21226-00000	18.00
227363	01/08/2020	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	45.00
227363	01/08/2020	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	45.00
227363	01/08/2020	CITY EMPLOYEES ASSOCIATES	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	14.74
227364	01/08/2020	CITY EMPLOYEES ASSOCIATES	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	312.60
227364	01/08/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	100.26
227364	01/08/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	312.60
227364	01/08/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	100.26
227365	01/08/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	73.31
227365	01/08/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	3817.30
227365	01/08/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	394.40
227365	01/08/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	3876.20
227365	01/08/2020	MUNICIPAL DENTAL POOL	RETRO DENTAL	100-00-000-21211-00000	55.46
227365	01/08/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	420.40
227366	01/08/2020	P.T.E.A.	PTEA DUES	100-00-000-21220-00000	323.00
227366	01/08/2020	P.T.E.A.	PTEA DUES	100-00-000-21224-00000	95.00
227366	01/08/2020	P.T.E.A.	PTEA DUES	100-00-000-21224-00000	323.00
227366	01/08/2020	P.T.E.A.	CLERICAL DUES	100-00-000-21224-00000	95.00
227367	01/08/2020	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	159.43
227367	01/08/2020	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	159.42
227368	01/08/2020	STANDARD INSURANCE	LIFE INS C/100.000	100-00-000-21254-00000	122.50
227368	01/08/2020	STANDARD INSURANCE	LIFE INS C/100.000	100-00-000-21254-00000	734.16
227368	01/08/2020	STANDARD INSURANCE	LIFE INS C/100.000	100-00-000-21254-00000	43.75
227368	01/08/2020	STANDARD INSURANCE	LIFE INS D/60.000	100-00-000-21254-00000	21.00
227368	01/08/2020	STANDARD INSURANCE	LIFE INS B/50.000	100-00-000-21254-00000	553.54
227368	01/08/2020	STANDARD INSURANCE	LIFE INS C/100.000	100-00-000-21254-00000	52.50
227368	01/08/2020	STANDARD INSURANCE	LIFE INS D/60.000	100-00-000-21254-00000	21.00
227368	01/08/2020	STANDARD INSURANCE	BASIC LIFE & AD & D & STD & LTD INSURANCE	100-00-000-21254-00000	8936.12
227368	01/08/2020	STANDARD INSURANCE	VISION - STANDARD INSURANCE COMPANY	403-10-160-54130-00000	90.18
227369	01/08/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	1231.23
227369	01/08/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	1231.23

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227369	01/08/2020	STANDARD INSURANCE COMPANY	RETRO VISION	100-00-000-21210-00000	12.04
227369	01/08/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	1227.18
227370	01/08/2020	STANDARD INSURANCE COMPANY	STANDARD LIFE	100-00-000-21212-00000	290.10
227370	01/08/2020	STANDARD INSURANCE COMPANY	STANDARD LIFE	100-00-000-21212-00000	880.96
227370	01/08/2020	STANDARD INSURANCE COMPANY	STANDARD LIFE	100-00-000-21212-00000	961.54
227371	01/08/2020	4 IMPRINT, INC	GIVEAWAYS FOR COMMUNITY EVENTS	501-30-000-21500-00000	2594.92
227372	01/08/2020	A-1 EVENT & PARTY RENTALS	TREE LIGHTING CEREMONY	100-60-610-53391-16105	66.00
227372	01/08/2020	ALLIED RESTORATION SERVICES	REGUND OF SECURITY DEPOSIT	246-00-000-22540-00000	129.00
227373	01/08/2020	AMERICAN STORMWATER INSTITUTE, LLC	STORMWATER COMPLIANCE PROFESSIONAL TRAINING	249-50-510-53350-15400	1500.00
227374	01/08/2020	APRIL ROJO	REIMBURSEMENT FOR PURCHASE OF SUPPLIES	501-60-000-22328-00000	41.13
227375	01/08/2020	BALDWIN PARK PIZZA	TREE LIGHTING CEREMONY	501-60-000-22328-00000	48.75
227376	01/08/2020	CHICAS ESCOBAR	CHICAS FOR URGENCY REQUESTS	100-10-100-53100-00000	365.73
227377	01/08/2020	COUNTY OF LOS ANGELES	FY 2019/2020 BACKFLOW PREVENTION ASSEMBLY TEST	251-50-562-51100-00000	148.00
227378	01/08/2020	COUNTY OF LOS ANGELES	FY 2019/2020 BACKFLOW PREVENTION ASSEMBLY TEST	251-50-562-51100-00000	37.00
227378	01/08/2020	COUNTY OF LOS ANGELES	FY 2019/2020 BACKFLOW PREVENTION ASSEMBLY TEST	251-50-562-51100-00000	296.00
227378	01/08/2020	COUNTY OF LOS ANGELES	FY 2019/2020 BACKFLOW PREVENTION ASSEMBLY TEST	251-50-562-51100-00000	37.00
227378	01/08/2020	COUNTY OF LOS ANGELES	FY 2019/2020 BACKFLOW PREVENTION ASSEMBLY TEST	251-50-562-51100-00000	111.00
227378	01/08/2020	COUNTY OF LOS ANGELES	FY 2019/2020 BACKFLOW PREVENTION ASSEMBLY TEST	251-50-562-51100-00000	37.00
227378	01/08/2020	COUNTY OF LOS ANGELES	FY 2019/2020 BACKFLOW PREVENTION ASSEMBLY TEST	251-50-562-51100-00000	74.00
227378	01/08/2020	COUNTY OF LOS ANGELES	FY 2019/2020 BACKFLOW PREVENTION ASSEMBLY TEST	251-50-562-51100-00000	35.00
227379	01/08/2020	CPRS DISTRICT XII	ANNUAL CPRS HOLIDAY CHEER	100-60-600-53350-00000	105.00
227379	01/08/2020	CPRS DISTRICT XII	ANNUAL CPRS HOLIDAY CHEER	100-60-610-53350-00000	35.00
227379	01/08/2020	CPRS DISTRICT XII	ANNUAL CPRS HOLIDAY CHEER	100-60-630-53350-00000	35.00
227379	01/08/2020	CPRS DISTRICT XII	ANNUAL CPRS HOLIDAY CHEER	100-60-650-53350-00000	35.00
227379	01/08/2020	CPRS DISTRICT XII	ANNUAL CPRS HOLIDAY CHEER	100-60-660-53350-00000	35.00
227379	01/08/2020	CPRS DISTRICT XII	ANNUAL CPRS HOLIDAY CHEER	100-60-670-53350-15100	35.00
227379	01/08/2020	CPRS DISTRICT XII	ANNUAL CPRS HOLIDAY CHEER	501-60-000-22329-00000	70.00
227379	01/08/2020	D&D WHOLESALE DISTRIBUTORS INC	FOOD SUPPLIES	100-60-640-53100-16106	500.00
227380	01/08/2020	D&D WHOLESALE DISTRIBUTORS INC	FOOD SUPPLIES	100-60-610-53100-16150	315.12
227380	01/08/2020	DATA TICKET, INC.	DATA TICKET	100-40-460-51101-00000	12.94
227381	01/08/2020	ECO CAR SPA	CAR WASH FOR ALL CITY AND POLICE VEHICLES	402-50-590-51101-00000	60.96
227382	01/08/2020	ECO CAR SPA	CAR WASH FOR ALL CITY AND POLICE VEHICLES	402-50-591-51101-00000	60.96
227382	01/08/2020	ELECTRIC GUARD DOG	REGUND OF SECURITY DEPOSIT	246-00-000-22540-00000	250.00
227383	01/08/2020	EXPERIAN	CREDIT REPORTING SERVICES	220-40-420-51101-14700	53.65
227384	01/08/2020	EZEQUIEL CONTRERAS	CREDIT REPORTING SERVICES	901-40-410-51101-14310	53.64
227384	01/08/2020	FEDEX OFFICE	CONTRACT SERVICES	501-60-000-22328-00000	1209.00
227386	01/08/2020	FELIX SAINZ	PRINTING SERVICES	501-60-000-22327-00000	28.92
227387	01/08/2020	FRANCISCO J. TORRES	CHECK REQUEST FOR DAMAGED PHONE	501-60-000-22333-00000	99.00
227388	01/08/2020	FRANK ORTIZ	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	300.00
227389	01/08/2020	H&C PARADISE TOURS INC	BASKETBALL OFFICIALS	100-60-610-51101-16120	352.00
227390	01/08/2020	HDL COREN & CONE	CHARTER RUIS FOR SENIOR TRIP	501-60-000-72777-00000	850.00
227391	01/08/2020	HELEN HERNANDEZ	CAFR SERVICES	100-25-299-51100-00000	745.00
227392	01/08/2020	HINDERLITE, DE LLAMAS & ASSOCIATES	REIMBURSEMENT FOR PURCHASE OF SUPPLIES	100-60-610-53100-16150	126.19
227392	01/08/2020	INTERSTATE BATTERIES	REIMBURSEMENT FOR PURCHASE OF SUPPLIES	100-60-680-51100-00000	20.00
227394	01/08/2020	INTERSTATE BATTERIES	AUDIT SERVICES AND CONTRACT SERVICES	100-25-299-51100-00000	1353.65
227394	01/08/2020	IRMA GARCIA	BATTERIES FOR ALL CITY VEHICLE AND POLICE	402-50-590-53100-00000	672.88
227395	01/08/2020	IRON MOUNTAIN	BATTERIES FOR ALL CITY VEHICLE AND POLICE	402-50-591-53100-00000	672.88
227396	01/08/2020	JEFF CHRYSLER OF ONTARIO, INC.	REIMBURSEMENT FOR PURCHASE OF SUPPLIES	100-60-630-53100-00000	29.73
227397	01/08/2020	JOHN GLENN MARCHING EAGLES BOOSTER CLUB	STORAGE PERIOD12/17/2019-12/31/2019	901-40-410-51101-14310	649.49
227398	01/08/2020	JOSE ESPINOZA	PLUMBING REPAIRS	402-50-591-53100-00000	56.89
227399	01/08/2020	JP ENGINE INC	CELEBRATE BALDWIN PARK ANNIVERSARY PARADE	210-60-610-51100-16148	1500.00
227400	01/08/2020	LEXIS NEXIS	REGUND OF SECURITY DEPOSIT	246-00-000-22540-00000	257.00
227401	01/08/2020	LIJIANA DAVILA	MAINTENANCE	402-50-591-53371-00000	2000.00
227402	01/08/2020	LOS ANGELES COUNTY PUBLIC WORKS	TREE LIGHTING CEREMONY	246-00-000-22540-00000	250.00
227403	01/08/2020	LOS ANGELES COUNTY PUBLIC WORKS	OCTOBER 2019 LEXISNEXIS	100-30-310-51100-00000	474.99
227404	01/08/2020	MAJESTIC FIRE PROTECTION	POLICE ADVISOR 3/2	501-30-000-22410-00000	31.55
227405	01/08/2020	MAJESTIC FIRE PROTECTION	ANNUAL SEWER SERVICE	905-40-410-53371-14305	101.00
227405	01/08/2020	MANAGED HEALTH NETWORK	SEWER SERVICE CHARGE	249-50-510-51100-15400	101.00
227406	01/08/2020	MOUNT SAN JACINTO WINTER PARK AUTHORITY	HYDRO TEST AND SEMI-ANNUAL FIRE SERVICE	100-60-620-53371-00000	445.00
227407	01/08/2020	NICHOLS LUMBER & HARDWARE	HYDRO TEST SEMI-ANNUAL FIRE SERVICE	252-60-620-53371-00000	250.00
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	EMPLOYEE ASSISTANCE PROGRAM	100-10-150-51100-00000	195.00
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	PURCHASE FOR SENIOR TRIP	501-60-000-22327-00000	355.20
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	100-60-600-53100-00000	927.00
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	100-60-640-53100-00000	22.98
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	100-60-610-53100-00000	71.60
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	100-60-620-53100-00000	54.68
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	100-60-620-53100-00000	62.36
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	100-60-620-53100-00000	12.59
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	252-60-620-53100-00000	129.62
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	254-50-571-53100-15510	130.16
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	402-50-590-53100-00000	58.29
227408	01/08/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	402-50-590-53100-00000	29.79
227409	01/08/2020	OFFICE DEPOT INC	2020 DESK CALENDARS	100-10-110-53100-00000	43.12
227410	01/08/2020	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SIEU EMPLOYEES	240-50-570-53100-14885	296.43

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
227411	01/08/2020	REGIONAL TAP SERVICE CENTER	TAP BUS PASSES	100-00-000-20014-00000	75.00
227412	01/08/2020	ROXANA CASTANEDA	FACILITY RENTAL AT THE TEEN CENTER	100-60-000-45601-00000	100.00
227413	01/08/2020	S&S WORLDWIDE, INC	ARTS & CRAFTS SUPPLIES	100-60-680-53100-00000	874.96
227414	01/08/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-610-53100-00000	19.70
227414	01/08/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-610-53100-00000	45.91
227414	01/08/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-610-53100-00000	213.56
227414	01/08/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-610-53100-00000	113.38
227414	01/08/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-610-53100-00000	1.33
227414	01/08/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-610-53100-00000	3.81
227414	01/08/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-630-53100-00000	61.80
227414	01/08/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-680-53100-00000	152.48
227414	01/08/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-680-53100-00000	300.00
227415	01/08/2020	VANESSA MONTEZ	REFUND OF FACILITY RESERVATION	501-60-000-22333-00000	16.31
227416	01/08/2020	YURIKO RUIZESPARZA	REIMBURSEMENT FOR PURCHASE OF SUPPLIES	100-60-640-53100-00000	8910.87
227417	01/08/2020	DELL MARKETING L.P.	DELL POWEREDGE R440 SERVER FOR LASERFICHE	890-10-140-58110-11509	1379.00
227418	01/08/2020	TIME WARNER CABLE	200M INTERNET SERVICE	401-10-141-53403-11506	975.00
227419	01/13/2020	SFG RETIREMENT PLAN CONSULTING, LLC	ADVISORY FEE, SECOND HALF OF 1 TIME PMT.	100-10-150-51101-00000	20.08
227420	01/15/2020	AIRGAS WEST	RENTAL FEES	100-60-610-53100-00000	20.07
227420	01/15/2020	AIRGAS WEST	RENTAL FEES	100-60-630-53100-00000	700.00
227421	01/15/2020	ANS DESIGN CONSTRUCTION INC.	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	834.39
227422	01/15/2020	CHICAS ESCOBAR	PURCHASE OF SIGNS, SIGN HOLDER, BANNERS AND TROPHY	210-60-610-51100-16148	170.00
227422	01/15/2020	CHICAS ESCOBAR	PURCHASE OF SIGNS, SIGN HOLDER, BANNERS AND TROPHY	210-60-610-51100-16148	753.09
227422	01/15/2020	CHICAS ESCOBAR	PURCHASE OF SIGNS, SIGN HOLDER, BANNERS AND TROPHY	210-60-610-51100-16148	333.13
227423	01/15/2020	CINTAS FIRST AID & SAFETY	AED BATTERY	100-60-610-51100-00000	757.27
227424	01/15/2020	CIVILTEC ENGINEERIN G. INC.	REFUND PLAN CHECK FEES	100-40-000-42411-00000	396.50
227425	01/15/2020	COMMERCIAL DOOR OF ANAHEIM INC	REPAIR UNDERGROUND PARKING DOOR	100-60-620-53371-00000	1875.00
227426	01/15/2020	COMMUNITY ECONOMIC SOLUTIONS	ASSESSMENT, ENGINEERING SERVICES	252-50-530-51100-00000	35.00
227427	01/15/2020	CALIFORNIA PARK & RECREATION SOCIETY, INC. DISTRICT 14	ADMISSION FEE	100-60-610-53350-00000	65.00
227427	01/15/2020	CALIFORNIA PARK & RECREATION SOCIETY, INC. DISTRICT 14	ADMISSION FEE	100-60-660-53350-00000	35.00
227427	01/15/2020	CALIFORNIA PARK & RECREATION SOCIETY, INC. DISTRICT 14	ADMISSION FEE	100-60-670-53350-15100	65.00
227427	01/15/2020	CALIFORNIA PARK & RECREATION SOCIETY, INC. DISTRICT 14	ADMISSION FEE	100-60-680-53350-00000	76.95
227428	01/15/2020	CYNTHIA ESPINOZA	WELCOMING CHIEF CELEBRATION	100-30-300-53100-00000	111.00
227429	01/15/2020	DOR	PLAN CHECK REVIEW	100-40-000-42411-00000	270.45
227430	01/15/2020	DORIS E. ALBA	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	300.00
227431	01/15/2020	EDITH CERVANTES	REFUND OF FACILITY RESERVATION DEPOSIT	501-60-000-22333-00000	230.00
227432	01/15/2020	H&I HOLDING CORP	LANDSCAPE SERVICES	905-40-410-53371-14621	6394.59
227433	01/15/2020	JAIME GARCIA	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	250.00
227434	01/15/2020	JESUS GARCIA	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	489.52
227435	01/15/2020	KIMBALL MOTOR SUPPLY	MATERIAL AND SUPPLIES	402-50-590-53100-00000	100.00
227436	01/15/2020	L.A. CO METROPOLITAN	TAP BUS PASSES	100-00-000-20014-00000	64.79
227437	01/15/2020	LEARNING ENRICHMENT AFTERSCHOOL PROGRAM	SUMMER LUNCH PROGRAM	501-60-000-22327-00000	508.75
227438	01/15/2020	LOS ANGELES ARBORETUM	ADMISSION TICKETS	501-60-000-22327-00000	193.50
227439	01/15/2020	LUIS FREGOSO	CONTRACT SERVICES	100-40-000-22328-00000	1000.00
227440	01/15/2020	M AND A GABAE L	REFUND PLAN CHECK FEES 800-020-484	501-60-000-22329-00000	30.00
227441	01/15/2020	MARIA G. ALVAREZ	SWIM TEAM BANQUET REGISTRATION	501-60-000-22333-00000	500.00
227442	01/15/2020	MARIA GUADALUPE SAUCEDO	REFUND OF DEPOSIT	501-60-000-22333-00000	500.00
227443	01/15/2020	MARIA SANDOVAL	REFUND OF FACILITY RESERVATION DEPOSIT	501-60-000-22333-00000	500.00
227444	01/15/2020	MARTA AGUILAR	REFUND OF FACILITY RESERVATION DEPOSIT	501-60-000-22333-00000	960.00
227445	01/15/2020	MAXIMO DE MATTA	FENCE REPLACEMENT	252-60-620-53371-00000	450.00
227446	01/15/2020	MERCURY FENCE CO.	REPAIR FENCE	252-60-620-53371-00000	375.00
227447	01/15/2020	MIGUEL DELGADO	MUSIC ENLIGHTENMENT FOR SENIOR CENTER	501-60-000-22327-00000	500.00
227448	01/15/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	MAINTENANCE	245-60-620-53371-15882	44.00
227449	01/15/2020	MIRACLE RECREATION EQUIPMENT	PARTS FOR THE PLAYGROUND EQUIPMENT	252-60-620-53100-00000	839.35
227449	01/15/2020	MIRACLE RECREATION EQUIPMENT	PARTS FOR THE PLAYGROUND EQUIPMENT	252-60-620-53100-00000	1036.45
227450	01/15/2020	MONTY'S ELECTRIC, INC.	ELECTRICAL REPAIRS	100-60-620-53371-00000	395.00
227450	01/15/2020	MONTY'S ELECTRIC, INC.	ELECTRICAL REPAIRS	252-60-620-53371-00000	95.00
227451	01/15/2020	ORIENTAL TRADING CO	PURCHASE OF SUPPLIES	100-60-610-53100-16150	19.13
227452	01/15/2020	ORIENTAL TRADING CO	PURCHASE OF SUPPLIES	100-60-610-53100-16150	145.98
227453	01/15/2020	PHO JOHN	REIMBURSEMENT FOR CONDITIONAL USE PERMIT	501-40-000-22335-00000	992.01
227454	01/15/2020	PRO BOXING EQUIPMENT CO	YOUNG SPORTS STARS T-BALL PROGRAM	100-60-610-53100-00000	366.49
227454	01/15/2020	PRO BOXING EQUIPMENT CO	YOUNG SPORTS STARS T-BALL PROGRAM	100-60-610-53100-16130	400.00
227455	01/15/2020	PUMPMAN, INC.	SYSTEM PLANNED MAINTENANCE PROGRAM	100-60-620-53371-00000	1790.00
227456	01/15/2020	RAFAEL CORTEZ	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	250.00
227457	01/15/2020	RENE ZAFRA	REFUND OF FACILITY RESERVATION	100-60-000-45601-00000	117.00
227458	01/15/2020	RICHARDS, WATSON & GERSHON	GENERAL COUNSEL LEGAL SERVICES	100-30-131-51102-11105	1332.00
227458	01/15/2020	RICHARDS, WATSON & GERSHON	GENERAL COUNSEL LEGAL SERVICES	100-30-131-51102-11105	907.50
227458	01/15/2020	RICHARDS, WATSON & GERSHON	GENERAL COUNSEL LEGAL SERVICES	100-30-131-51102-11105	4207.26
227458	01/15/2020	RICHARDS, WATSON & GERSHON	GENERAL COUNSEL LEGAL SERVICES	100-30-131-51102-11105	216.00
227459	01/15/2020	ROCHESTER MIDLAND CORP.	OXYGEN SERVICE	100-60-620-53100-00000	182.15
227460	01/15/2020	ROSANNA MEJA	OXYGEN SERVICE	252-60-620-53100-00000	182.16
227461	01/15/2020	ROYAL INDUSTRIAL ELECTRIC	CONTRACT SERVICES	501-60-000-22328-00000	273.00
			MATERIALS & SUPPLIES	100-60-620-53100-00000	16.47

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227461	01/15/2020	ROYAL INDUSTRIAL ELECTRIC	MATERIALS AND SUPPLIES	100-60-620-53100-00000	118.78
227461	01/15/2020	ROYAL INDUSTRIAL ELECTRIC	MATERIALS AND SUPPLIES	252-60-620-53100-00000	135.26
227462	01/15/2020	RUDOLFO CARDENAS	MUSIC ENTERTAINMENT	501-60-000-23237-00000	300.00
227462	01/15/2020	RUDOLFO CARDENAS	MUSIC ENTERTAINMENT	501-60-000-23237-00000	300.00
227463	01/15/2020	SERVICE FIRST CONTRACTORS	PAYMENT OF POOL CHEMICALS	100-60-620-53100-00000	362.30
227463	01/15/2020	SERVICE FIRST CONTRACTORS	PAYMENT OF POOL CHEMICALS	100-60-620-53100-00000	410.55
227463	01/15/2020	SERVICE FIRST CONTRACTORS	PAYMENT OF POOL CHEMICALS	252-60-620-53100-00000	772.85
227463	01/15/2020	STARS GYMNASIICS LLC	CONTRACT SERVICES	501-60-000-23238-00000	1833.00
227464	01/15/2020	STARS GYMNASIICS LLC	CONTRACT SERVICES	501-60-000-23238-00000	2217.80
227465	01/15/2020	STEPHANIE BAUTISTA	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	887.27
227466	01/15/2020	SYLVIA SANCHEZ	REFUND FOR FACILITY RESERVATION	501-60-000-23333-00000	300.00
227467	01/15/2020	THE DIGITAL GRILL	TRANSIT TICKETS	244-50-580-53320-15525	1261.26
227467	01/15/2020	THE DIGITAL GRILL	2020 METROLINK PARKING PERMIT DECALS	244-50-580-53320-15525	793.80
227468	01/15/2020	THE HAPPY KEY	VARIOUS KEYS MADE FOR CITY VEHICLES	402-50-590-53100-00000	390.00
227469	01/15/2020	THE RONALD REAGAN PRESIDENTIAL FOUNDATION	PURCHASE OF RONALD REAGAN LIBRARY TICKETS	501-60-000-23237-00000	658.50
227470	01/15/2020	THE SHREDDERS	CERTIFIED DOCUMENT DESTRUCTION	100-30-330-51100-00000	72.00
227470	01/15/2020	THE SHREDDERS	CERTIFIED DOCUMENT DESTRUCTION	100-30-330-51100-00000	55.50
227471	01/15/2020	THOMSON REUTERS-WEST	TREE LIGHTING CEREMONY	100-40-460-53330-00000	180.62
227472	01/15/2020	TROPHY WORLD	TILE PLAQUES REQUESTED BY CITY COUNCIL	100-10-100-53320-00000	13.69
227473	01/15/2020	TWO WAY DIRECT	PURCHASE OF EARPIECES FOR WALKIE TALKIES	501-60-000-23238-00000	177.70
227474	01/15/2020	ULINE, INC.	MATERIAL & SUPPLIES	240-50-550-53100-15705	221.46
227474	01/15/2020	ULINE, INC.	MATERIAL & SUPPLIES	240-50-551-53100-15705	326.71
227475	01/15/2020	UNITED ROTARY BRUSH CORP	BRUSH AND PARTS FOR THE STREET SWEEPER	402-50-590-53100-00000	279.29
227476	01/15/2020	USA ALARM SYSTEMS, INC.	ALARM SYSTEM MONITORING SERVICES	100-60-620-58140-00000	973.34
227476	01/15/2020	USA ALARM SYSTEMS, INC.	ALARM SYSTEM MONITORING SERVICES	100-60-620-58140-15100	245.00
227476	01/15/2020	USA ALARM SYSTEMS, INC.	ALARM SYSTEM MONITORING SERVICES	252-60-620-58140-00000	973.33
227477	01/15/2020	VALLEY POWER SERVICES, INC.	TROUBLESHOOT GENERATOR	402-50-590-51101-00000	1097.09
227478	01/15/2020	WINKLONG CONSTRUCTION, INC.	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	250.00
227479	01/15/2020	YOUNGBLOOD & ASSOCIATES	POLYGRAPH EXAM	100-30-310-51100-00000	300.00
227480	01/15/2020	AGRISERVE PEST CONTROL INC	APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT	251-50-560-51100-00000	898.48
227480	01/15/2020	AGRISERVE PEST CONTROL INC	APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT	251-50-560-51100-00000	185.00
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-590-53100-00000	49.80
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-590-53100-00000	132.23
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-590-53100-00000	93.21
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-590-53100-00000	14.30
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-590-53100-00000	22.16
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-590-53100-00000	-32.87
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-591-53100-00000	-32.88
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-590-53100-00000	42.62
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-591-53100-00000	16.39
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-591-53100-00000	62.98
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-591-53100-00000	49.05
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-591-53100-00000	24.77
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-591-53100-00000	130.70
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-591-53100-00000	49.81
227481	01/15/2020	CAR QUEST	MATERIAL AND SUPPLIES FOR CITY AND POLICE VEHICLES	402-50-591-53100-00000	20.63
227482	01/15/2020	CARLOS VALLE	CLEAN OUTSIDE RESTROOMS AT WCNP, HILDA SOLIS	100-60-620-53371-00000	4825.00
227482	01/15/2020	CARLOS VALLE	CLEAN OUTSIDE RESTROOMS AT WCNP, HILDA SOLIS	100-60-620-53371-15100	340.00
227482	01/15/2020	CARLOS VALLE	CLEAN OUTSIDE RESTROOMS AT WCNP, HILDA SOLIS	245-60-620-53371-15882	1000.00
227482	01/15/2020	CARLOS VALLE	CLEAN OUTSIDE RESTROOMS AT WCNP, HILDA SOLIS	252-60-620-53371-00000	4820.00
227483	01/15/2020	CYNTHIA SAENZ	POLYGRAPH FOR POLICE APPLICANTS	100-30-310-51100-00000	1900.00
227484	01/15/2020	FRONTIER COMMUNICATIONS	INTERNET SERIVE FOR FAMILY SERVICE CENTER	401-10-141-53403-11506	74.98
227485	01/15/2020	FRONTIER COMMUNICATIONS	TELEPHONE USAGE - LOCAL CALLS	401-10-141-53403-11506	1462.63
227486	01/15/2020	GOVERNMENT REVENUE SOLUTIONS HOLDINGS I, LLC	LTC-DISCOVERY SERVICES FOR SEPT 2019	100-25-299-51100-00000	62.30
227487	01/15/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	100-60-620-53371-00000	220.17
227487	01/15/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	100-60-620-53371-00000	193.87
227487	01/15/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	100-60-620-53371-00000	392.00
227487	01/15/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	100-60-620-53371-00000	934.08
227487	01/15/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	100-60-620-53371-00000	907.04
227487	01/15/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	252-60-620-53371-00000	364.62
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	64.51
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	54.64
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	181.84
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	45.75
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	89.91
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	11.63
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	183.85
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	32.84
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	22.86
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	58.6
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	63.96
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	643.73
227488	01/15/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR PD	100-30-310-53100-00000	56.13

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227489	01/15/2020	ROYAL COACHES AUTO BODY	TOWING MOTOR PLATE # Z194301	100-30-340-53100-00000	495
227489	01/15/2020	ROYAL COACHES AUTO BODY	TOWING MOTOR UNIT PLATE # Z194302	100-30-340-53100-00000	495
227490	01/15/2020	RUDOLFO CARDENAS	MUSIC ENTERTAINMENT FOR SR CTR	501-60-000-22327-00000	175
227491	01/15/2020	SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINTENANCE AT CITY HALL PARKING	245-60-620-53371-15882	4579.35
227491	01/15/2020	SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINTENANCE AT CITY HALL PARKING	245-60-620-53371-15882	2920.65
227491	01/15/2020	SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	245-60-620-53371-15882	1658.7
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	210-60-610-53100-16148	139.19
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	501-60-000-22327-00000	12.99
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	501-60-000-22327-00000	11.99
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	100-60-610-53100-16150	1785.68
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	210-60-610-53100-16148	70.54
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	100-60-660-53100-00000	35.8
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	210-60-610-53100-16148	32.91
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	210-60-610-53100-16148	244.72
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	100-60-610-53100-16150	81.38
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	100-60-610-53100-16150	65.18
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	501-60-000-22328-00000	17.51
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	501-60-000-22328-00000	36.82
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	501-60-000-22327-00000	12.39
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	501-60-000-22328-00000	441.22
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	100-60-660-53100-00000	185.85
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	100-60-610-53100-16150	-303.22
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	501-60-000-22327-00000	92.5
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	501-60-000-22327-00000	14.75
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	501-60-000-22327-00000	36.1
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	501-60-000-22327-00000	53.22
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	501-60-000-22327-00000	123.38
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	210-60-610-53100-16148	49.34
227492	01/15/2020	SMART & FINAL	PLUMBING REPAIRS	501-60-000-22328-00000	45.55
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	100-60-680-53100-00000	40.34
227492	01/15/2020	SMART & FINAL	MATERIALS & SUPPLIES	100-60-620-53401-00000	46761.62
227494	01/15/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-560-53401-00000	365.24
227494	01/15/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	2811.63
227495	01/15/2020	SPRINT	GPS TRACKING W/DATA WEB PORTAL AND MOBILE	402-50-590-51101-00000	815.39
227496	01/15/2020	STATE OF CALIFORNIA ENERGY RESOURCES CONSERVATION	ENERGY LOAN NO. 009-15-ECD	200-50-520-55740-15755	72765.04
227496	01/15/2020	STATE OF CALIFORNIA ENERGY RESOURCES CONSERVATION	ENERGY LOAN NO. 009-15-ECD	200-50-520-55742-15755	14357.09
227496	01/15/2020	SWEDLOWS DISTRIBUTORS	REPAIRS TO WORKSTATIONS IN POLICE DEPARTMENT	100-30-310-53371-00000	3174.75
227497	01/15/2020	SWEDLOWS DISTRIBUTORS	REPAIRS TO WORKSTATIONS IN POLICE DEPARTMENT	100-30-310-53371-00000	1282.59
227498	01/15/2020	TIME WARNER CABLE	WI-FI AND TV SERVICE AT CITY YARD	402-50-590-53403-00000	227.76
227499	01/16/2020	VALLEY COUNTY WATER DIST	ST SWEEPING	251-50-562-53100-00000	71.44
227500	01/15/2020	WASTE MANAGEMENT OF SAN GABRIEL/POMONA VALLEY	CNG FUEL FOR CITY VEHICLES - NOVEMBER	402-50-590-53110-16140	811.54
227500	01/15/2020	WASTE MANAGEMENT OF SAN GABRIEL/POMONA VALLEY	CNG FUEL FOR CITY VEHICLES - NOVEMBER	402-50-591-53110-16140	811.55
227501	01/15/2020	WELLS FARGO FINANCIAL LEASING	COPIERS	401-10-141-58140-11502	1750.26
227502	01/16/2020	LYNDA C SALAS	DEDUCTION	100-00-000-21225-00000	346.15
227503	01/16/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	450
227504	01/16/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	374.76
227505	01/16/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	113.07
227506	01/16/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	1312.15
227507	01/16/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	309.69
227508	01/16/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	523.38
227509	01/16/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	660
227510	01/16/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	268.61
227511	01/16/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	131.53
227512	01/16/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	382.15
227513	01/16/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	617.08
227514	01/16/2020	FERNANDO JIMENEZ & ASSOCIATES, INC	INVESTIGATIONS	100-00-000-21225-00000	953.5
227515	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	100-30-131-51102-11105	174.12
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	251-50-571-53100-00000	174.12
227516	01/16/2020	HOME DEPOT	SPECIALIZED SPRAY PAINTS	240-50-550-53100-15705	94.75
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	118.43
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	126.01
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	21.87
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	175.2
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	87.49
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	367.46
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-550-53100-15705	46.22
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	47.86
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	489.95
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	174.98
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	251-50-560-53100-00000	94.43
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-550-53100-15705	9.2
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-550-53100-15705	214.89
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-550-53100-15705	18.29
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-550-53100-15705	17.39

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-550-53100-15705	34.78
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	280.93
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-550-53100-15705	521.59
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-550-53100-15705	46.14
227516	01/16/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-550-53100-15705	10.17
227518	01/16/2020	LIBERT CASSIDY WHITMORE	PROF SERVICES - GENERAL FOR 10/31/2019	100-30-131-51102-11105	1102
227518	01/16/2020	LIBERT CASSIDY WHITMORE	PROF SERVICES - GENERAL FOR 10/31/2019	100-30-131-51102-11105	428
227518	01/16/2020	LIBERT CASSIDY WHITMORE	PROF SERVICES - LEGAL 10/31/19	100-30-131-51102-11105	1822
227518	01/16/2020	LIBERT CASSIDY WHITMORE	PROF SERVICES - GENERAL FOR 11/30/2019	100-30-131-51102-11105	228
227518	01/16/2020	LIBERT CASSIDY WHITMORE	PROF SERVICES - GENERAL 11/30/2019	100-30-131-51102-11105	114
227518	01/16/2020	LIBERT CASSIDY WHITMORE	PROF SERVICES - GENERAL FOR 11/30/2019	100-30-131-51102-11105	400
227518	01/16/2020	LIBERT CASSIDY WHITMORE	PROF SERVICES - GENERAL FOR 11/30/2019	100-30-131-51102-11105	1005
227518	01/16/2020	LIBERT CASSIDY WHITMORE	PROF SERVICES - GENERAL FOR 11/30/2019	100-30-131-51102-11105	90
227518	01/16/2020	LIBERT CASSIDY WHITMORE	WATER COST	252-60-620-53402-00000	4400.8
227519	01/16/2020	SAN GABRIEL VALLEY WATER	WATER COST	251-50-560-53402-00000	918.46
227519	01/16/2020	SAN GABRIEL VALLEY WATER	WATER COST	100-60-620-53402-00000	569.98
227520	01/16/2020	SAN GABRIEL VALLEY WATER	ENERGY COST	251-50-530-53401-00000	76.72
227520	01/16/2020	SAN GABRIEL VALLEY WATER	ENERGY COST	251-50-530-53401-00000	38009.81
227521	01/16/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	44.04
227521	01/16/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	867.47
227521	01/16/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	100-60-620-53401-00000	49.64
227521	01/16/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	45.87
227521	01/16/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	2643.22
227521	01/16/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	254-60-620-53401-15882	2677.19
227522	01/16/2020	THE GAS COMPANY	GAS COST	252-60-620-53400-00000	3767.47
227522	01/16/2020	THE GAS COMPANY	GAS COST	100-60-620-53400-00000	687.76
227523	01/21/2020	DANIELA R MACIAS	ACH WAS RETURNED (PAYROLL)	999-00-000-10010-00000	523.95
227524	01/22/2020	A-1 EVENT & PARTY RENTALS	RENTAL OF COOKING GRILLS AND SUPPLIES	100-60-610-53100-16150	300
227524	01/22/2020	A-1 EVENT & PARTY RENTALS	RENTAL OF COOKING GRILLS AND SUPPLIES	100-60-610-53391-16150	3494
227525	01/22/2020	AAE INCORPORATED	CITY ENGINEERING SERVICES	244-50-510-51100-00000	1685
227525	01/22/2020	AAE INCORPORATED	CITY ENGINEERING SERVICES	245-50-510-51100-00000	7673
227525	01/22/2020	AAE INCORPORATED	CITY ENGINEERING SERVICES - NOV 2019	257-50-520-58100-15562	220.8
227525	01/22/2020	AAE INCORPORATED	STOP AND CROSSWALK WARRANT ANALYSIS ON	256-50-520-58100-15099	5987.5
227525	01/22/2020	AAE INCORPORATED	S81 STREET IMPROVEMENTS AND REHABILITATION	254-50-520-58100-14120	976.8
227525	01/22/2020	AAE INCORPORATED	SERVICES FOR CAPITAL IMPROVEMENT PROJECTS	100-40-450-51100-00000	16232.96
227525	01/22/2020	AAE INCORPORATED	BLDG & SAFETY PLAN CHECK SERVICES FOR DEC 2019	257-50-520-58100-15562	284
227525	01/22/2020	AAE INCORPORATED	STOP AND CROSSWALK WARRANT ANALYSIS ON	100-30-390-51100-13200	11426.4
227526	01/22/2020	ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARD SERVICES	100-30-390-51100-13200	6348
227526	01/22/2020	ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARD SERVICES	100-30-390-51100-13200	12696
227526	01/22/2020	ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARD SERVICES	100-30-390-51100-13200	3808.8
227527	01/22/2020	ARROYO BACKGROUND INVESTIGATIONS,LLC	POST BACKGROUND INVESTIGATIONS FOR POLICE	100-30-310-51100-00000	2755
227527	01/22/2020	ARROYO BACKGROUND INVESTIGATIONS,LLC	POST BACKGROUND INVESTIGATIONS FOR POLICE	100-30-310-51100-00000	4050
227527	01/22/2020	ARROYO BACKGROUND INVESTIGATIONS,LLC	POST BACKGROUND INVESTIGATIONS FOR POLICE	100-30-310-51100-00000	2358.46
227527	01/22/2020	ARROYO BACKGROUND INVESTIGATIONS,LLC	POST BACKGROUND INVESTIGATIONS FOR POLICE	100-30-310-51100-00000	3195
227527	01/22/2020	AT&T MOBILITY	SERVICE FOR MOBILE DATA COMPUTERS IN PATROL	100-30-310-53403-00000	866.91
227528	01/22/2020	BUSINESS CARD	PULL LINE AND STEEL FISH TAPE	401-10-140-53390-00000	74.39
227529	01/22/2020	BUSINESS CARD	WIFI ADAPTERS (12)	401-10-140-53390-00000	170.64
227529	01/22/2020	BUSINESS CARD	EXTERNAL DVD DRIVE	401-10-140-53390-00000	26.6
227529	01/22/2020	BUSINESS CARD	ICLOUD STORAGE MONTHLY FEE	401-10-140-53390-00000	0.99
227530	01/22/2020	BUSINESS CARD	ICA CONFERENCE REGISTRATION 4 MONICA GARCIA	100-10-100-53350-11006	600
227530	01/22/2020	BUSINESS CARD	CEO PURCHASED METROLINCK	100-10-110-53350-00000	10.5
227530	01/22/2020	BUSINESS CARD	SYSTEM FOR AWARD MANAGEMENT (SAM)	220-40-420-53330-14700	399
227530	01/22/2020	BUSINESS CARD	SYSTEM FOR AWARD MANAGEMENT (SAM)	901-40-410-53330-14310	399
227531	01/22/2020	E-Z UP DIRECTCOM LLC	MISCELLANEOUS CANOPIES FOR DOWNTOWN	501-60-000-22328-16101	4514.48
227532	01/22/2020	GENTRY BROTHERS, INC.	PUNTE AVE STREET IMPROVEMENTS BETWEEN	256-50-520-58100-15099	84253.6
227532	01/22/2020	GENTRY BROTHERS, INC.	PUNTE AVE STREET IMPROVEMENTS BETWEEN	256-50-520-58100-15099	511655.09
227533	01/22/2020	KNIGHT COMMUNICATIONS	INFORMATION SERVICES SUPPORT FOR POLICE DEPT	100-30-310-51100-00000	8000
227533	01/22/2020	KNIGHT COMMUNICATIONS	INFORMATION SERVICES SUPPORT FOR POLICE DEPT	100-30-310-51100-00000	8000
227534	01/22/2020	L.A. COUNTY DEPT OF ANIMAL	ANIMAL CONTROL SERVICES	100-30-390-51100-13250	45941.95
227534	01/22/2020	MASSMUTUAL	REFUND CHECK "ON BEHALF OF ANA CHAVEZ"	100-00-000-21213-00000	4126.61
227535	01/22/2020	MERRIMAC ENERGY GROUP	REGULAR UNLEADED GASOLINE, 7.464 GALLONS,	402-50-590-53110-16140	8178.02
227536	01/22/2020	MERRIMAC ENERGY GROUP	REGULAR UNLEADED GASOLINE, 7.464 GALLONS,	402-50-591-53110-16140	12267.02
227537	01/22/2020	MRI SOFTWARE LLC	HOUSING PRO (HAPPY SOFTWARE) UPGRADE	901-40-410-51100-14310	2454
227538	01/22/2020	PACIFIC PRODUCTS & SERVICES	BANNER BRACKET W/ROD, 60/EA	501-60-000-22328-16101	3494.25
227539	01/22/2020	RIO HONDO COMM. COLLEGE	ENROLLMENT AND MATERIAL FEES FOR POLICE	501-30-000-22410-00000	3258
227540	01/22/2020	THE GEO GROUP INC	JAIL OPERATIONS	100-30-370-51100-00000	33529.93
227540	01/22/2020	THE GEO GROUP INC	JAIL OPERATIONS	100-30-370-51100-00000	36836.35
227541	01/22/2020	TIME WARNER CABLE	INTERNET SOR TEEN CTR	100-60-660-51101-00000	213.14
227542	01/22/2020	TPX COMMUNICATIONS CO	LOCAL LONG DISTANCE AND DATA NETWORK	401-10-141-53403-11506	6678.1
227543	01/22/2020	VALLEY COUNTY WATER DIST	WATER COST	251-50-560-53402-00000	386.67
227543	01/22/2020	VALLEY COUNTY WATER DIST	WATER COST	252-60-620-53402-00000	2105.57
227543	01/22/2020	VALLEY COUNTY WATER DIST	WATER COST	251-50-560-53402-00000	5494.56
227543	01/22/2020	VALLEY COUNTY WATER DIST	WATER COST	100-60-620-53402-00000	1770.69

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
227543	01/22/2020	VALLEY COUNTY WATER DIST	WATER COST	254-60-620-53402-15882	495.36
227544	01/22/2020	VERIZON WIRELESS	WIRELESS SERVICE FOR CAPTAINS. LEUTENANTS,	100-30-310-53403-00000	2474.88
227544	01/22/2020	VERIZON WIRELESS	WIRELESS SERVICE FOR CAPTAINS. LEUTENANTS,	206-30-310-53403-00000	242.12
227545	01/22/2020	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	100-60-620-53100-00000	2612.68
227545	01/22/2020	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	100-60-620-53100-00000	773.26
227545	01/22/2020	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	100-60-620-53100-00000	635.39
227545	01/22/2020	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	252-60-620-53100-00000	1089.44
227545	01/22/2020	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	252-60-620-53100-00000	2079.6
227545	01/22/2020	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	252-60-620-53100-00000	852.3
227546	01/22/2020	ACCESS CONTROL SECURITY INC.	PAYMENT OF SECURITY GUARD SERVICES	501-60-000-22328-00000	702
227546	01/22/2020	ACCESS CONTROL SECURITY INC.	PAYMENT OF SECURITY GUARD SERVICES	501-60-000-22328-00000	1410.75
227547	01/22/2020	ACME BAG CO. INC.	EMERGENCY SANDBAGS FOR THE HEAVY STORM	240-50-551-53100-15705	219
227548	01/22/2020	ADMIN SURE INC.	GENERAL & AUTO LIABILITY CLAIMS	403-10-160-54100-00000	6915
227548	01/22/2020	ARROYO BACKGROUND INVESTIGATIONS,LLC	BACKGROUND INVESTIGATIONS	100-30-310-51100-00000	750
227549	01/22/2020	ARROYO BACKGROUND INVESTIGATIONS,LLC	BACKGROUND INVESTIGATIONS	100-30-310-51100-00000	900
227549	01/22/2020	BB&T BUSINESS SOLUTIONS. INC.	PATROL SCHEDULE SOFTWARE	100-30-310-53100-00000	2244
227550	01/22/2020	BB&T GOVERNMENTAL FINANCE	REFUNDING COMMUNITY CTR LEASE REVENUES	610-00-000-55742-00000	83282.4
227551	01/22/2020	CALIFORNIA ASSOCIATION FOR COORDINATED TRANSPORTATION, INC.	2020 LOCAL OR REGIONAL GOVERNMENT AGENCY	244-50-580-51100-15030	620
227552	01/22/2020	CALIFORNIA CHOICE ENERGY AUTHORITY	FOR SERVICES RENDERED	200-40-405-51101-15756	16000
227553	01/22/2020	CELL BUSINESS EQUIPMENT	MAINTENANCE FOR CANON COPIERS	401-10-141-53371-11504	168.63
227553	01/22/2020	CHICAS ESCOBAR	BUSINESS CARDS FOR MAYOR MANUEL LOZANO	100-10-100-53100-00000	147.83
227555	01/22/2020	CHICAS ESCOBAR	BUSINESS CARDS FOR MAYOR MANUEL LOZANO	100-10-120-53100-00000	147.82
227555	01/22/2020	CINTAS FIRST AID & SAFETY	PURCHASE OF FIRST AID SUPPLIES	100-60-610-51100-00000	295.96
227556	01/22/2020	CINTAS FIRST AID & SAFETY	PURCHASE OF FIRST AID SUPPLIES	100-60-610-51100-00000	140.69
227556	01/22/2020	CINTAS FIRST AID & SAFETY	PURCHASE OF FIRST AID SUPPLIES	100-60-630-53100-00000	118.03
227556	01/22/2020	CINTAS FIRST AID & SAFETY	PURCHASE OF FIRST AID SUPPLIES	100-60-640-53100-00000	28.86
227556	01/22/2020	COPWARE	FIRST AID & SAFETY	100-10-150-53100-00000	335.82
227557	01/22/2020	CPRS	LEGAL SOURCEBOOK FOR POLICE OFFICERS	100-30-310-51100-00000	950
227558	01/22/2020	CPRS	REGISTRATION FEES TO THE ANNUAL CPRS CONFERENCE	100-60-600-53350-00000	15
227558	01/22/2020	CPRS	REGISTRATION FEES TO THE ANNUAL CPRS CONFERENCE	100-60-670-53350-15100	345
227558	01/22/2020	CPRS	REGISTRATION FEES TO THE ANNUAL CPRS CONFERENCE	100-60-680-53350-00000	215
227558	01/22/2020	CPRS	REGISTRATION FEES TO THE ANNUAL CPRS CONFERENCE	100-60-600-53350-00000	495
227558	01/22/2020	CPRS	REGISTRATION FEES TO THE ANNUAL CPRS CONFERENCE	100-60-650-53350-00000	495
227558	01/22/2020	CPRS	REGISTRATION FEES TO THE ANNUAL CPRS CONFERENCE	501-60-000-22329-00000	990
227558	01/22/2020	DEPARTMENT OF JUSTICE	REGISTRATION FEES TO THE ANNUAL CPRS CONFERENCE	100-30-310-51100-00000	66
227559	01/22/2020	D-PREP, LLC	FINGERPRINT POLICE APPLICANTS	100-30-350-53200-17233	129
227560	01/22/2020	D-PREP, LLC	DUI CHECKPOINTS-PLANNING AND MANAGEMENT	271-30-350-53200-17233	149.89
227561	01/22/2020	ECO CAR SPA	CAR WASH FOR ALL CITY AND POLICE VEHICLES	402-50-591-51101-00000	300
227562	01/22/2020	ESMERALDA CHAVEZ	REFUND OF FACILITY RESERVATION	220-40-420-51101-14700	40.95
227563	01/22/2020	EXPERIAN	CREDIT REPORTING SERVICES	901-40-410-51101-14310	40.95
227564	01/22/2020	FEDEX OFFICE	BACKGROUND PACKET DELIVERY	100-30-310-53100-00000	31.7
227564	01/22/2020	FEDEX OFFICE	BACKGROUND PACKET DELIVERY	100-30-310-53100-00000	60.2
227565	01/22/2020	FIRST ADVANTAGE LNS	BACKGROUND VERIFICATION	100-30-310-51100-00000	18.76
227566	01/22/2020	FORENSIC NURSE SPECIALIST, INC	SEXUAL ASSAULT EXAMS	100-30-310-51100-00000	800
227567	01/22/2020	GLAAC. BSA	EXPLORER POST 654 ANNUAL REGISTRATION	271-30-350-53200-17233	984
227568	01/22/2020	GRAINGER. INC.	MATERIAL AND SUPPLIES	251-50-560-53100-00000	24.4
227568	01/22/2020	GRAINGER. INC.	PROFESSIONAL SERVICES	240-50-550-53100-15705	578.37
227568	01/22/2020	GRAINGER. INC.	MATERIAL AND SUPPLIES	402-50-590-53100-15705	58.26
227569	01/22/2020	INTERSTATE BATTERIES	BATTERIES FOR ALL CITY VEHICLE AND POLICE	402-50-590-53100-00000	122.01
227569	01/22/2020	INTERSTATE BATTERIES	BATTERIES FOR ALL CITY VEHICLE AND POLICE	402-50-591-53100-00000	71.41
227570	01/22/2020	IRON MOUNTAIN	STORAGE PERIOD 1/1-1/31/2020	901-40-410-51101-14310	193.42
227571	01/22/2020	IRVINDALE INDUSTRIAL CLINIC	BUSINESS CARDS	100-10-150-51100-00000	649.49
227572	01/22/2020	JAIME CASTRO	REFUND OF FACILITY RESERVATION DEPOSIT	501-60-000-22333-00000	1525
227573	01/22/2020	JEEP CHRYSLER OF ONTARIO. INC.	MATERIAL AND SUPPLIES	402-50-591-53100-00000	300
227573	01/22/2020	JEEP CHRYSLER OF ONTARIO. INC.	MATERIAL AND SUPPLIES	402-50-591-53100-00000	96.98
227573	01/22/2020	JEEP CHRYSLER OF ONTARIO. INC.	MATERIAL AND SUPPLIES	402-50-591-53100-00000	81.52
227573	01/22/2020	JEEP CHRYSLER OF ONTARIO. INC.	MATERIAL AND SUPPLIES	402-50-591-53100-00000	83.33
227573	01/22/2020	JEEP CHRYSLER OF ONTARIO. INC.	MATERIAL AND SUPPLIES	402-50-591-53100-00000	-81.52
227574	01/22/2020	JP ENGINE INC	MAINTENANCE	402-50-591-53371-00000	827.7
227575	01/22/2020	JUANBA DURAN	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	250
227576	01/22/2020	KIMBALL MOTOR SUPPLY	MATERIAL AND SUPPLIES	402-50-590-53100-00000	663.81
227577	01/22/2020	KUSTOM SIGNALS INC.	BATTERIES FOR PATROL RADIOS	100-30-310-53100-00000	554.98
227578	01/22/2020	LEXIS NEXIS	LEXISNEXIS	100-30-310-51100-00000	489.24
227579	01/22/2020	LIZETT ESPARZA	PROFESSIONAL SERVICES RENDERED	501-60-000-22333-00000	300
227580	01/22/2020	LOS ANGELES COUNTY POLICE CHIEF'S ASSOCIATION	2020 ANNUAL DUES FOR POLICE CHIEFS' ASSOCIATION	100-30-310-53330-00000	500
227581	01/22/2020	LOS ANGELES COUNTY PUBLIC WORKS	SAN GABRIEL RIVER PROJECT	245-50-520-58100-15538	1128
227582	01/22/2020	LOU'S GLOVES, INCORPORATED	GLOVES FOR DEPARTMENT USE	100-30-360-53100-00000	332
227583	01/22/2020	MAINE PAWN SHOP	REFUND FOR BUSINESS LICENCE	100-20-000-40230-00000	17.1
227584	01/22/2020	MARCO INDUSTRIES, INC	MATERIAL AND SUPPLIES	402-50-590-53100-00000	140.02
227584	01/22/2020	MONICA CURIEL	INTERPRETER AND TRANSLATOR	100-10-110-51101-00000	200
227586	01/22/2020	MONTY'S ELECTRIC, INC.	ELECTRICAL REPAIRS	100-60-620-53371-00000	655
227586	01/22/2020	MONTY'S ELECTRIC, INC.	ELECTRICAL REPAIRS	252-60-620-53371-00000	655

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227586	01/22/2020	MONTY'S ELECTRIC, INC.	REGISTRATION FEES TO THE ANNUAL CPRS CONFERENCE	100-60-620-53371-00000	831.5
227586	01/22/2020	MONTY'S ELECTRIC, INC.	REGISTRATION FEES TO THE ANNUAL CPRS CONFERENCE	252-60-620-53371-00000	831.5
227587	01/22/2020	NADA BUS INC	TRANSPORTATION SERVICES	244-60-630-51100-15540	790
227588	01/22/2020	NICE CLEANERS	CLEANING SERVICES	100-30-370-51101-00000	80
227588	01/22/2020	NICE CLEANERS	CLEANING SERVICES	100-30-370-51101-00000	80
227588	01/22/2020	NICE CLEANERS	CLEANING SERVICES	100-30-370-51101-00000	80
227589	01/22/2020	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES	245-50-581-53100-15510	72.14
227590	01/22/2020	OFFUTT COMPANIES INC	REPAIR TO STUMP GRINDER	240-50-561-53371-00000	2.67
227590	01/22/2020	OFFUTT COMPANIES INC	REPAIR TO STUMP GRINDER	240-50-561-53371-00000	2.67
227590	01/22/2020	OFFUTT COMPANIES INC	REPAIR TO STUMP GRINDER	240-50-561-53371-00000	267.43
227591	01/22/2020	PRYOR LEARNING SOLUTIONS, INC.	MANAGING MULTIPLE PRIORITIES	240-50-510-53200-00000	149
227592	01/22/2020	PSYCHEMEDICS CORP	DRUG TESTING	100-30-310-51100-00000	352.5
227593	01/22/2020	ROGELIO RUIZ	INSTALL SEAT COVERS	402-50-590-51101-00000	825.2
227593	01/22/2020	ROGELIO RUIZ	INSTLL SEAT COVERS	402-50-590-51101-00000	996
227594	01/22/2020	SAN GABRIEL VALLEY CITY MANAGER'S ASSOCIATION	SGV MONTHLY MEETING LUNCHEON	100-10-110-53330-00000	30
227594	01/22/2020	SAN GABRIEL VALLEY CITY MANAGER'S ASSOCIATION	SGV MONTHLY MEETING LUNCHEON	100-50-500-53350-00000	30
227595	01/22/2020	SAN GABRIEL VALLEY EXAMINER	SEALED BIDS	254-50-520-58100-15698	750
227596	01/22/2020	SIRCHIE FINGER PRINT LABORATORIES	SUPPLIES FOR EVIDENCE	100-30-360-53100-00000	369.72
227596	01/22/2020	SIRCHIE FINGER PRINT LABORATORIES	SUPPLIES FOR EVIDENCE	100-30-360-53100-00000	62.97
227597	01/22/2020	STATE BOARD OF EQUALIZATION	UNDERGROUND STORAGE TANK MAINTENANCE FEE RETURN	402-50-590-53110-16140	1216.92
227598	01/22/2020	STERICYCLE, INC.	COLLECTION OF BIOHAZARD MATERIALS	100-30-360-53100-00000	85.83
227598	01/22/2020	STERICYCLE, INC.	COLLECTION OF BIOHAZARD MATERIALS	100-30-360-53100-00000	85.83
227599	01/22/2020	THE SHREDDERS	DESTRUCTION OF DEPT CONFIDENTIAL DOCUMENTS	100-30-330-51100-00000	151.5
227600	01/22/2020	USA ALARM SYSTEMS, INC.	ALARM SYSTEM MONITORING SERVICES	100-60-620-58140-00000	973.34
227600	01/22/2020	USA ALARM SYSTEMS, INC.	ALARM SYSTEM MONITORING SERVICES	100-60-620-58140-15100	245
227600	01/22/2020	USA ALARM SYSTEMS, INC.	ALARM SYSTEM MONITORING SERVICES	252-60-620-58140-00000	973.33
227601	01/22/2020	VANESSA ORTEGA	REFUND OF FACILITY RESERVATION DEPOSIT	501-60-000-22333-00000	335
227602	01/22/2020	VERIZON WIRELESS	CELLULAR SERVICES	100-40-405-53403-00000	54.28
227602	01/22/2020	VERIZON WIRELESS	CELLULAR SERVICES	220-40-420-53403-14700	54.28
227602	01/22/2020	VERIZON WIRELESS	CELLULAR SERVICES	901-40-410-53403-14310	54.28
227603	01/22/2020	WESSEL PROPANE INC	PURCHASE OF LIQUID PROPANE OF CITY TANKS	240-50-551-53100-15705	88.51
227603	01/22/2020	WESSEL PROPANE INC	PURCHASE OF LIQUID PROPANE FOR CITY TANKS	240-50-551-53100-15705	51.43
227604	01/22/2020	YOUNGBLOOD & ASSOCIATES	POLYGRAPH EXAM	100-30-310-51100-00000	300
227605	01/22/2020	KEYSTONE UNIFORMS	UNIFORM FOR PATINO	100-30-340-53100-00000	105.77
227605	01/22/2020	KEYSTONE UNIFORMS	UNIFORM FOR RODRIGUEZ	100-30-340-53100-00000	143.16
227605	01/22/2020	KEYSTONE UNIFORMS	UNIFORM FOR GUERRERO	100-30-340-53100-00000	71.61
227605	01/22/2020	KEYSTONE UNIFORMS	UNIFORM FOR HUERTA	100-30-340-53100-00000	165.38
227605	01/22/2020	KEYSTONE UNIFORMS	UNIFORM FOR PARRA	100-30-340-53100-00000	23.15
227605	01/22/2020	KEYSTONE UNIFORMS	UNIFORM FOR REAL	100-30-340-53100-00000	463.05
227605	01/22/2020	KEYSTONE UNIFORMS	UNIFORM FOR KIM	100-30-340-53100-00000	880.29
227605	01/22/2020	KEYSTONE UNIFORMS	UNIFORM FOR PATINO	100-30-340-53100-00000	181.86
227606	01/23/2020	SWPCB	ANNUAL PERMIT FEES FOR WASTE DISCHARGE	249-50-510-51100-15400	28461
227607	01/28/2020	ABDUL KHAN	PURCHASE OF PING PONG TOURNAMENT TROPHIES	100-60-630-51101-00000	45.44
227608	01/28/2020	ADLERHORST INTERNATIONAL LLC	EDUCATION REIMBURSEMENT FOR FY 19/2020	402-50-590-53200-00000	122
227609	01/28/2020	AGRISERVE PEST CONTROL INC	TO REISSUE CHECK # 226042	100-30-310-51100-00000	2310
227610	01/28/2020	AMERICAN PAPER PLASTIC SERVICES	APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT	251-50-560-51100-00000	185
227611	01/28/2020	AMERICAN PAPER PLASTIC SERVICES	TRASH LINERS	251-50-571-53100-00000	1182.87
227611	01/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	251-50-571-53100-00000	1182.87
227612	01/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	100-60-620-53371-00000	25.95
227612	01/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	100-60-620-53371-00000	180.71
227612	01/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	252-60-620-53371-00000	13.6
227612	01/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	252-60-620-53371-00000	25.95
227612	01/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	252-60-620-53371-00000	25.95
227612	01/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	252-60-620-53371-00000	21.49
227612	01/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	252-60-620-53371-00000	76.69
227612	01/28/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	252-60-620-53371-00000	21.49
227613	01/28/2020	AT&T	MOBILE DATA COMPUTERS IN POLICE VEHICLES	100-30-310-51100-00000	1444.15
227614	01/28/2020	BENLO R.V. SERVICES	MATERIAL AND SUPPLIES	402-50-591-51101-00000	119.3
227614	01/28/2020	BENLO R.V. SERVICES	MATERIAL AND SUPPLIES	402-50-591-51101-00000	125.1
227615	01/28/2020	BUSINESS CARD	CAKE FOR MCLEAN SWEAR IN CEREMONY	100-30-300-53100-00000	81
227615	01/28/2020	BUSINESS CARD	AMAZON CREDIT	100-30-310-53100-00000	-28.44
227615	01/28/2020	BUSINESS CARD	SEMINAR FOR SGT. FRANK REAL	100-30-310-53200-00000	404.79
227616	01/28/2020	BUSINESS CARD	PURCHASE CANON BOUNCE ADAPTER	100-60-610-53100-00000	29.95
227616	01/28/2020	BUSINESS CARD	PMYIT FOR ANNUAL MEMBERSHIP & BACKGROUND SCREENING	100-60-610-53330-16130	120
227616	01/28/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR SR CTR	100-60-630-53330-00000	3.25
227616	01/28/2020	BUSINESS CARD	TRUCK RENTAL	100-60-640-53391-16106	254.02
227616	01/28/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR TEEN CTR	100-60-660-53330-00000	3.24
227616	01/28/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR BARNES PARK	100-60-670-53330-15100	3.25
227616	01/28/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR THE ARC	100-60-680-53330-00000	3.25
227616	01/28/2020	BUSINESS CARD	PURCHASE COFFEE FOR VOLUNTEERS @ SANTA CLOTHES EVE	501-60-000-22328-00000	107.7
227617	01/28/2020	CALIF DEPT OF CONSERVATION	STRONG MOTION INSTRUMENTATION	100-00-000-20016-00000	360.14
227617	01/28/2020	CALIF DEPT OF CONSERVATION	STRONG MOTION INSTRUMENTATION	100-00-000-20017-00000	293.93

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227618	01/28/2020	CANON FINANCIAL SERVICES	LEASE PAYMENTS FOR 2 CANON IR6555 COPIERS	401-10-141-58140-11504	404.05
227619	01/28/2020	CARPENTER & ROTHMANS	PROFESSIONAL SERVICES RE: BALDWIN PARK GERAL	403-10-160-54100-00000	5374.15
227620	01/28/2020	DANIEL RODRIGUEZ	EMERGENCY SERVICES MANAGEMENT CONSULTING	100-30-380-51100-00000	3222.16
227621	01/28/2020	D&M TICKET, INC.	30 TICKETS TO ROCK & ROLL SHOW SENIOR TRIP	100-40-460-51101-00000	335
227622	01/28/2020	DNA ENTERPRISES	PARTICIPANT FEE FOR YURIKO RUIZESPARZA	501-60-000-22327-00000	900
227623	01/28/2020	ENVIRONMENTAL LEADERSHIP PROGRAM, INC.	PROFESSIONAL SERVICES AGREEMENT FOR DESIGN.	501-60-000-22329-00000	200
227624	01/28/2020	EVAN BROOKS ASSOCIATES, INC.	AUTHORIZATION PROCESS AND FUNDS MANAGEMENT	245-50-520-58110-15507	2121.25
227624	01/28/2020	EVAN BROOKS ASSOCIATES, INC.	AUTHORIZATION PROCESS AND FUNDS MANAGEMENT	245-50-520-58100-15716	2674.8
227624	01/28/2020	EVAN BROOKS ASSOCIATES, INC.	AUTHORIZATION PROCESS AND FUNDS MANAGEMENT	245-50-520-58100-15716	3296.61
227624	01/28/2020	EVAN BROOKS ASSOCIATES, INC.	PROFESSIONAL SERVICES AGREEMENT FOR DESIGN.	245-50-520-58110-15507	3379.76
227624	01/28/2020	EVAN BROOKS ASSOCIATES, INC.	PROFESSIONAL SERVICES AGREEMENT FOR DESIGN.	255-50-520-58110-15507	3145.43
227624	01/28/2020	EVAN BROOKS ASSOCIATES, INC.	AUTHORIZATION PROCESS AND FUNDS MANAGEMENT	245-50-520-58100-15716	2304
227624	01/28/2020	EVAN BROOKS ASSOCIATES, INC.	PROFESSIONAL SERVICES AGREEMENT FOR DESIGN.	255-50-520-58110-15507	2877.61
227625	01/28/2020	FRONTIER COMMUNICATIONS	TELEPHONE SERVICE	100-30-310-53403-00000	141.87
227625	01/28/2020	FRONTIER COMMUNICATIONS	TELEPHONE SERVICE FOR PHONE # 209-150-4860	100-30-310-53403-00000	122.19
227626	01/28/2020	GUISEPPE LICITRA	EDUCATION REIMBURSEMENT FOR FY 19/2020	402-50-590-53200-00000	122
227627	01/28/2020	LEWIS ENGRAVING INC	GAVEL PLAQUE FOR OUTGOING MAYOR	100-10-100-53100-00000	121.28
227628	01/28/2020	LION EXPRESS	TRANSPORTATION SERVICES FOR SENIOR CENTER TRIP	244-60-630-51100-15540	454.5
227629	01/28/2020	NICE CLEANERS	CLEANING SERVICES FOR JAIL	100-30-370-51101-00000	80
227629	01/28/2020	NICE CLEANERS	CLEANING SERVICES FOR JAIL	100-30-370-51101-00000	80
227629	01/28/2020	NICE CLEANERS	CLEANING SERVICES FOR JAIL	100-30-370-51101-00000	80
227629	01/28/2020	NICE CLEANERS	CLEANING SERVICES FOR JAIL	100-30-370-51101-00000	80
227630	01/28/2020	OFFICE DEPOT INC	TONER	100-30-370-51101-00000	80
227631	01/28/2020	PACIFIC ATHLETIC WEAR INC	JERSEYS AND SHORTS FOR YOUTH BASKETBALL PROGRAM	401-10-141-53100-11504	123.8
227632	01/28/2020	RESTORATION DESIGN GROUP LLC	PREPARATION OF CONSTRUCTION PLANS AND SECIFICATION	501-60-000-22326-00000	3859.88
227633	01/28/2020	RICOH USA INC	LEASE PAYMENTS FOR 2 RICOH COLOR COPIERS	270-50-520-58100-16185	5075
227634	01/28/2020	SAFELITE FULFILLMENT INC	REPLACE A BROKEN WINDOW ON UNIT 5005	401-10-141-58140-11504	417.93
227635	01/28/2020	SCHINDLER ELEVATOR CORPORATION	MAINTENANCE OF ELEVATORS AT CITY HALL	402-50-590-51101-00000	449.74
227635	01/28/2020	SCHINDLER ELEVATOR CORPORATION	MAINTENANCE OF ELEVATORS AT CITY HALL	100-60-620-53371-00000	751.07
227635	01/28/2020	SCHINDLER ELEVATOR CORPORATION	MAINTENANCE OF ELEVATORS AT CITY HALL	252-60-620-53371-00000	751.07
227635	01/28/2020	SCHINDLER ELEVATOR CORPORATION	MAINTENANCE OF ELEVATORS	100-60-620-53371-00000	94.88
227635	01/28/2020	SCHINDLER ELEVATOR CORPORATION	MAINTENANCE OF ELEVATORS	252-60-620-53371-00000	94.88
227635	01/28/2020	SCHINDLER ELEVATOR CORPORATION	MAINTENANCE OF ELEVATORS AT CITY HALL	100-60-620-53371-00000	2998.93
227635	01/28/2020	SCHINDLER ELEVATOR CORPORATION	MAINTENANCE OF ELEVATORS AT CITY HALL	252-60-620-53371-00000	2998.93
227636	01/28/2020	SHAW INDUSTRIES INC	REPLACE CARPET/FLOORING COMMUNITY CENTER	234-60-620-58100-16191	31174.25
227636	01/28/2020	SHAW INDUSTRIES INC	REPLACE WALL CARPET COMMUNITY CENTER	234-60-620-58100-16199	16688.41
227637	01/28/2020	SMART & FINAL	MATERIALS AND SUPPLIES FOR FAMILY SERVICE CENTER	100-60-640-53100-00000	27.98
227637	01/28/2020	SMART & FINAL	MATERIALS & SUPPLIES PURCHASED FOR SENIOR CENTER	501-60-000-22327-00000	100.24
227637	01/28/2020	SMART & FINAL	MATERIALS AND SUPPLIES PURCHASED FOR SENIOR CENTER	100-60-660-53100-00000	46.04
227637	01/28/2020	SMART & FINAL	MATERIALS AND SUPPLIES PURCHASED FOR THE ARC	100-60-680-53100-00000	53.79
227637	01/28/2020	SMART & FINAL	MATERIALS & SUPPLIES PURCHASED FOR SENIOR CENTER	501-60-000-22327-00000	63.49
227637	01/28/2020	SMART & FINAL	MATERIALS AND SUPPLIES PURCHASED FOR BASIC PROGRAM	100-60-650-53100-00000	75.39
227637	01/28/2020	SMART & FINAL	MATERIALS & SUPPLIES PURCHASED FOR SENIOR CENTER	501-60-000-22327-00000	42.87
227637	01/28/2020	SMART & FINAL	MATERIALS AND SUPPLIES FOR FAMILY SERVICE CENTER	100-60-640-53100-00000	71.24
227637	01/28/2020	SMART & FINAL	MATERIALS AND SUPPLIES PURCHASED FOR THE ARC	100-60-680-53100-00000	13.23
227637	01/28/2020	SMART & FINAL	MATERIALS & SUPPLIES PURCHASED FOR SENIOR CENTER	501-60-000-22327-00000	24.48
227637	01/28/2020	SMART & FINAL	MATERIALS & SUPPLIES PURCHASED FOR SENIOR CENTER	501-60-000-22328-00000	148.01
227637	01/28/2020	SMART & FINAL	MATERIALS AND SUPPLIES FOR FAMILY SERVICE CENTER	100-60-640-53100-00000	137.96
227637	01/28/2020	SMART & FINAL	MATERIALS AND SUPPLIES PURCHASED FOR THE ARC	100-60-680-53100-00000	181.74
227638	01/28/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	24.91
227638	01/28/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-560-53401-00000	218.83
227639	01/28/2020	SOUTHLAND TRANSIT, INC.	FARE BOX REVENUE	244-50-000-42151-00000	-357
227639	01/28/2020	SOUTHLAND TRANSIT, INC.	TRANSIT SERVICES JULY 2019 TO JUNE 2020	244-50-580-51100-15525	93329.04
227639	01/28/2020	SOUTHLAND TRANSIT, INC.	SHelter MAINTENANCE	244-50-000-42150-00000	-2805.49
227639	01/28/2020	SOUTHLAND TRANSIT, INC.	FARE BOX REVENUE	244-50-000-42151-00000	-5169
227639	01/28/2020	SOUTHLAND TRANSIT, INC.	ADVERTISING	244-50-000-45602-00000	-1946.06
227639	01/28/2020	SOUTHLAND TRANSIT, INC.	TRANSIT SERVICES JULY 2019 TO JUNE 2020	244-50-580-51100-15520	24812.34
227640	01/28/2020	STUMPS / SHINDIGZ	PURCHASE OF PROP DECORATION FOR SENIOR PARADE	501-60-000-22327-00000	43.98
227641	01/28/2020	TERMINIX INTERNATIONAL	PEST CONTROL AT 14317 MORGAN STREET	905-40-410-53371-14621	83
227641	01/28/2020	TERMINIX INTERNATIONAL	PEST CONTROL AT 14317 MORGAN STREET	905-40-410-53371-14621	83
227642	01/28/2020	THOMSON REUTERS-WEST	CLEAR INVESTIGATIONS ADVANCED	100-40-460-53330-00000	180.62
227643	01/28/2020	TIME WARNER CABLE	INTERNET FOR ARC & CABLE SERVICE FOR POLICE DEPA.	100-30-340-53405-00000	211.82
227643	01/28/2020	TIME WARNER CABLE	INTERNET FOR ARC & CABLE SERVICE FOR POLICE DEPA.	100-60-680-51100-00000	104.99
227643	01/28/2020	TIME WARNER CABLE	INTERNET CONNECTION WITH GLENDALE 1/10/20-02/09/20	100-30-310-53403-00000	812.09
227643	01/28/2020	TIME WARNER CABLE	INTERNET SERVICE	100-30-310-53403-00000	333.89
227644	01/28/2020	UNITED STATES POSTAL SERVICE	POSTAGE FOR BP NOW CITY NEWSLETTER	100-60-610-51100-11400	1800
227644	01/28/2020	UNITED STATES POSTAL SERVICE	POSTAGE FOR BP NOW CITY NEWSLETTER	100-60-610-51100-11400	1400
227645	01/28/2020	VALLEY COUNTY WATER DIST	WATER SERVICE FROM 11/21/19 - 12/18/19	905-40-410-53402-14305	2.4
227645	01/28/2020	VERIZON WIRELESS	PHONE SERVICES FROM NOV.22 - DEC.21.2019	100-60-610-53403-00000	107.31
227646	01/28/2020	VERIZON WIRELESS	PHONE SERVICES FROM NOV.22 - DEC.21.2019	100-60-620-53100-00000	53.68
227646	01/28/2020	VERIZON WIRELESS	PHONE SERVICES FROM NOV.22 - DEC.21.2019	100-60-620-53403-00000	144.46
227646	01/28/2020	VERIZON WIRELESS	PHONE SERVICES FROM NOV.22 - DEC.21.2019	100-60-630-53100-00000	53.68
227646	01/28/2020	VERIZON WIRELESS	PHONE SERVICES FROM NOV.22 - DEC.21.2019	100-60-650-53100-00000	53.68

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
227646	01/28/2020	VERIZON WIRELESS	PHONE SERVICES FROM NOV.22 - DEC.21.2019	100-60-660-53100-00000	107.36
227646	01/28/2020	VERIZON WIRELESS	PHONE SERVICES FROM NOV.22 - DEC.21.2019	100-60-670-53100-15100	26.84
227646	01/28/2020	VERIZON WIRELESS	PHONE SERVICES FROM NOV.22 - DEC.21.2019	100-60-680-53100-00000	26.84
227646	01/28/2020	VERIZON WIRELESS	PHONE SERVICES FROM NOV.22 - DEC.21.2019	501-60-000-22329-00000	63.28
227646	01/28/2020	VERIZON WIRELESS	PHONE SERVICES FROM NOV.22 - DEC.21.2019	501-60-000-22329-00000	107.41
227647	01/28/2020	WEST COAST ARBORISTS, INC	MUNICIPAL TREE TRIMS	251-50-561-51100-00000	3468
227647	01/28/2020	WEST COAST ARBORISTS, INC	MUNICIPAL TREE TRIMS	251-50-561-51100-00000	1754.5
227648	01/28/2020	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVICES	501-60-000-22328-00000	324
227648	01/28/2020	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVICES	501-60-000-22328-00000	189
227648	01/28/2020	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVICE	501-60-000-22328-00000	648
227648	01/28/2020	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVICES	501-60-000-22328-00000	621
227648	01/28/2020	ACCESS CONTROL SECURITY INC.	PAYMENT OF SECURITY GUARD SERVICES	501-60-000-22328-00000	667
227648	01/28/2020	ACCESS CONTROL SECURITY INC.	REFUND OF SECURITY GUARD SERVICE	501-60-000-22328-00000	696
227649	01/28/2020	AMERICAN LEGION POST 241	REFUND OF FIREWORKS DEPOSIT	501-20-000-22000-00000	500
227650	01/28/2020	BALDWIN PARK AMERICAN LITTLE LEAGUE	REFUND OF FIREWORKS DEPOSIT	501-20-000-22000-00000	500
227651	01/28/2020	BALDWIN PARK YOUTH ATHLETIC ASSOC.	REFUND OF FIREWORKS DEPOSIT	501-20-000-22000-00000	55667.98
227652	01/28/2020	BROWNSTEIN HYATT FARBER SHRECK, LLP	PROFESSIONAL SERVICES	100-10-131-51103-14103	47494.49
227653	01/28/2020	CEM CONSTRUCTION CORP	WALNUT CREEK NATURE PARK	234-50-520-58100-16185	1505.75
227653	01/28/2020	CEM CONSTRUCTION CORP	WALNUT CREEK NATURE PARK	244-50-520-58100-16185	21209.99
227653	01/28/2020	CEM CONSTRUCTION CORP	WALNUT CREEK NATURE PARK	270-50-520-58100-16185	400
227654	01/28/2020	CESAR RAMIREZ	REFUND OF FACILITY RESERVATION	501-60-000-22333-00000	167.95
227655	01/28/2020	CHRISTOPHER HOFFORD	EDUCATION PROGRAM REIMBURSEMENT	100-30-310-53210-00000	426.4
227656	01/28/2020	DIVISION OF THE STATE ARCHITECT	DISABILITY ACCESS AND EDUCATION SB1186	100-20-000-40231-00000	95
227657	01/28/2020	ED BUTTS FORD	REPAIRS ON UTTER #3133	402-50-591-53371-00000	43.77
227658	01/28/2020	GEORGE MARTINEZ	WALMART-UTTER CASE FOR I-PHONE	254-50-571-53100-15510	185.44
227659	01/28/2020	GRAND PRINTING	BUSINESS CARD	100-30-330-53320-00000	68.38
227659	01/28/2020	GRAND PRINTING	BUSINESS CARD	100-30-320-53320-00000	20.92
227659	01/28/2020	GRAND PRINTING	BUSINESS CARD	100-30-330-53320-00000	230
227660	01/28/2020	H&I HOLDING CORP	LANDSCAPE SERVICES	905-40-410-53371-14621	81.38
227661	01/28/2020	HELEN HERNANDEZ	REIMBURSEMENT	100-60-620-53371-00000	210
227662	01/28/2020	HONG TAM	GFOA ANNUAL CONFERENCE REGISTRATION	100-20-210-53350-00000	390.12
227663	01/28/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	100-60-620-53371-00000	1.88
227663	01/28/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	252-60-620-53371-00000	243.12
227663	01/28/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	252-60-620-53371-00000	147
227663	01/28/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	252-60-620-53371-00000	264.38
227663	01/28/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	252-60-620-53371-00000	147
227663	01/28/2020	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	252-60-620-53371-00000	1165.23
227664	01/28/2020	K MORAN SERVICE	CONSULTANT WORK	402-50-590-51100-16140	225
227665	01/28/2020	L.U.C.H.A.	BUSINESS CARDS	501-20-000-22000-00000	250
227666	01/28/2020	MANUEL LOZANO	ICA WINTER SEMINAR	100-10-100-53350-11000	231.95
227667	01/28/2020	MARIPOSA LANDSCAPES INC.	CONSULTANT WORK	251-50-562-51101-00000	1700.85
227668	01/28/2020	MIRNA ESCOBEDO	REIMBURSEMENT	100-60-650-53100-00000	71.44
227669	01/28/2020	MONICA GARCIA	ICA WINTER SEMINAR	100-10-100-53350-11006	102
227670	01/28/2020	PALP INC	FRAZIER STREET PEDESTRIAN AND BICYCLE SAFETY	270-50-520-58100-15717	2729.82
227670	01/28/2020	PALP INC	FRAZIER ST PEDESTRIAN & BICYCLE SAFETY IMPROVEMENT	245-50-520-58100-15625	1470.36
227670	01/28/2020	PALP INC	FRAZIER ST PEDESTRIAN & BICYCLE SAFETY IMPROVEMENT	257-50-520-58100-15717	3607.13
227670	01/28/2020	PALP INC	FRAZIER ST PEDESTRIAN & BICYCLE SAFETY IMPROVEMENT	270-50-520-58100-15717	12762.78
227670	01/28/2020	PALP INC	FR	255-50-520-58100-15082	2683.41
227671	01/28/2020	PAUL C HERNANDEZ	ICA WINTER SEMINAR	100-10-100-53350-11010	231.95
227671	01/28/2020	PREMIERE FUELING SERVICES INC	FOR PROFESSIONAL SERVICES LEGAL	402-50-590-53110-16140	200
227672	01/28/2020	SHANNON YAUCHEE	CEO -LEAGUE OF CA CITIES CITY MANAGERS CONFERENCE	100-10-110-53350-00000	632
227673	01/28/2020	SIERRA VISTA DONS BAND BOOSTER CLUB	REFUND OF FIREWORKS DEPOSIT	501-20-000-22000-00000	500
227674	01/28/2020	TIME WARNER CABLE	REFUND OF FIREWORK DEPOSIT	501-20-000-22000-00000	500
227675	01/28/2020	TIME WARNER CABLE	INTERNET SERVICE	100-60-610-51100-00000	70.36
227676	01/28/2020	TIME WARNER CABLE	INTERNET SERVICE	100-60-630-51101-00000	70.36
227676	01/28/2020	TIME WARNER CABLE	INTERNET SERVICE	100-60-670-51100-15100	8.65
227676	01/28/2020	TIME WARNER CABLE	INTERNET SERVICE	100-60-670-51100-15100	119.98
227677	01/28/2020	TUFF KIDZ	REFUND OF FIREWORKS DEPOSIT	501-20-000-22000-00000	500
227678	01/28/2020	UNITED ROTARY BRUSH CORP	BRUSH AND PARTS FOR THE STREET SWEEPER	402-50-590-53100-00000	139.65
227678	01/28/2020	UNITED ROTARY BRUSH CORP	BRUSH AND PARTS FOR THE STREET SWEEPER	402-50-590-53100-00000	279.29
227679	01/28/2020	VANESSA MONTEZ	RENTAL DEPOSIT	501-60-000-22333-00000	300
227680	01/28/2020	VANESSA SOTELO	REFUND FOR FACILITY RESERVATION	100-60-000-45601-00000	1164.4
227681	01/28/2020	PALP INC	FRAZIER STREET PEDESTRIAN AND BICYCLE SAFETY	270-50-520-58100-15717	7660.6
227681	01/28/2020	DAVID VELA	FRAZIER STREET PEDESTRIAN AND BICYCLE SAFETY	230-10-110-51100-11402	16409.32
227682	01/29/2020	DAVID VELA	PIO SERVICE FOR 10/2019	230-10-110-51100-11402	2250
227682	01/29/2020	ANA VALDIVIA	DEDUCTION	100-00-000-21225-00000	5350
227683	01/30/2020	LYNDA C SALAS	DEDUCTION	100-00-000-21225-00000	346.15
227684	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	450
227685	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	309.69
227686	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	131.53
227687	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	268.61
227688	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	523.38

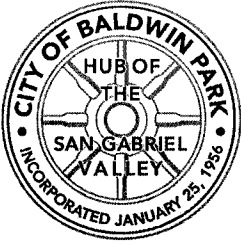
Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
227689	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	617.08
227690	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	92.3
227691	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	113.07
227692	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	382.15
227693	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	660
227694	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	374.76
227695	01/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	1312.15
227696	01/30/2020	VERIZON WIRELESS	SERVICE FOR CELL PHONES AND TABLETS	240-50-550-53403-15705	364.02
227697	01/30/2020	VERIZON WIRELESS	SERVICE FOR CELL PHONES AND TABLETS	240-50-551-53403-15705	907.91
227698	02/05/2020	ABC PARKING LOT MAINTENANCE	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	6000
227699	02/05/2020	ANTHONY VENEGAS	PHOTOGRAPHERS FOR TEA EVENT	100-60-680-51100-00000	450
227700	02/05/2020	B&B TIRE SERVICE	LARGE TIRES FOR COMMAND POST, ARMOR	100-50-590-53100-00000	80
227701	02/05/2020	BEST BUY BUSINESS ADVANTAGE ACCOUNT	APPLE SMART KEYBOARD	100-60-610-53100-00000	175.19
227702	02/05/2020	BEST BUY BUSINESS ADVANTAGE ACCOUNT	INTERNET SERVICE	501-60-000-22327-00000	2425.98
227703	02/05/2020	CAL BLEND SOILS INC	MISCELLANEOUS SUPPLIES	251-50-560-53100-00000	1969.36
227704	02/05/2020	CAL BLEND SOILS INC	MISCELLANEOUS SUPPLIES	251-50-560-53100-00000	700.8
227705	02/05/2020	CAL BLEND SOILS INC	MISCELLANEOUS SUPPLIES	251-50-560-53100-00000	2628
227706	02/05/2020	CALIFORNIA DISCOUNT GLASS	CLEAN AND POLISH GLASS	100-60-620-53371-00000	295.5
227707	02/05/2020	CALIFORNIA DISCOUNT GLASS	CLEAN AND POLISH GLASS	100-60-620-53371-00000	295.5
227708	02/05/2020	CINTAS FIRST AID & SAFETY	CLEAN AND POLISH GLASS	252-60-620-53371-00000	295.5
227709	02/05/2020	COMMUNITY MEDIA OF	FIRST AID SUPPLIES	402-50-590-53100-00000	310.1
227710	02/05/2020	DUNN-EDWARDS CORP	VIDEO PRODUCTION AND CABLE TELEVISION SERVICES	270-10-140-51101-17510	1791.66
227711	02/05/2020	DUNN-EDWARDS CORP	PAINTING MATERIALS FOR BUILDING MAINTENANCE	100-60-620-53100-00000	12.23
227712	02/05/2020	DUNN-EDWARDS CORP	PAINTING MATERIALS FOR BUILDING MAINTENANCE	100-60-620-53100-00000	21.8
227713	02/05/2020	DUNN-EDWARDS CORP	PAINTING MATERIALS FOR BUILDING MAINTENANCE	100-60-620-53100-00000	29.7
227714	02/05/2020	DURHAM SCHOOL SERVICES	TRANSPORTATION SERVICES	244-60-650-51100-15540	63.74
227715	02/05/2020	DURHAM SCHOOL SERVICES	TRANSPORTATION SERVICES	244-60-650-51100-15540	2275.3
227716	02/05/2020	ENTERPRISE FM TRUST	TRANSPORTATION SERVICES	231-50-590-58140-15727	1317.66
227717	02/05/2020	EWING IRRIGATION, INC.	FLEET LEASING PROGRAM OF CITYWIDE VEHICLES	231-50-590-58140-15727	9138.61
227718	02/05/2020	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	230.4
227719	02/05/2020	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	210.4
227720	02/05/2020	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	18.3
227721	02/05/2020	GIZZA STREET	REFUND OF DEPOSIT AT THE ARC	501-60-000-22333-00000	500
227722	02/05/2020	GROSSMAN PSYCHOLOGICAL ASSOCIATES, APC	EQUIPMENT FOR SWAST TEAM	100-30-310-51100-00000	975
227723	02/05/2020	HOLIDAY GOO	TOY FILLED PLASTIC EGGS	501-60-000-22328-00000	1683.89
227724	02/05/2020	HOSE-MAN INC	HOSES, NOZZLES AND FITTINGS	402-50-590-53100-00000	42.98
227725	02/05/2020	INDUSTRIAL CLEANING SYSTEMS	PRESSURE WASHER REPAIRS	402-50-590-53371-00000	542.03
227726	02/05/2020	J.G. TUCKER & SONS	SAFETY SUPPLIES	251-50-571-53100-00000	79.71
227727	02/05/2020	J.G. TUCKER & SONS	SAFETY SUPPLIES	251-50-571-53100-00000	129.43
227728	02/05/2020	J.G. TUCKER & SONS	SAFETY SUPPLIES	251-50-571-53100-00000	37.49
227729	02/05/2020	J.G. TUCKER & SONS	PLUMBING REPAIRS	100-60-620-53371-00000	147
227730	02/05/2020	J.C'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	100-60-620-53371-00000	143.38
227731	02/05/2020	J.C'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	100-60-620-53371-00000	241.77
227732	02/05/2020	J.C'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	100-60-620-53371-00000	126.96
227733	02/05/2020	J.C'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	100-60-620-53371-00000	18.67
227734	02/05/2020	J.C'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	252-60-620-53371-00000	398.67
227735	02/05/2020	J.C'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS	246-00-000-22540-00000	15000
227736	02/05/2020	JOHNSON & JENNINGS	REFUND OF SECURITY DEPOSIT	231-50-540-53120-00000	111.5
227737	02/05/2020	JUST REWARDS	GIFT CARDS FOR EMPLOYEE TRANSPORTATION	501-60-000-22328-00000	2398.97
227738	02/05/2020	KETTLE INTERNATIONAL INC.	TABLE TENNIS TABLES FOR COMMUNITY CENTER GAMESROOM	246-00-000-22540-00000	9000
227739	02/05/2020	LINDA CHUNG	REFUND OF SECURITY DEPOSIT	245-50-550-53100-15622	2000.7
227740	02/05/2020	MCCAIN INC	REPLACEMENT PARTS FOR TRAFFIC SIGNAL COMPONENTS	245-50-550-53100-15622	1334.97
227741	02/05/2020	MCCAIN INC	MUSIC ENTERTAINMENT AT SENIOR CENTER BIRTHDAY	501-60-000-22327-00000	175
227742	02/05/2020	MIGUEL DELGADO	EXTERMINATOR SERVICES	100-60-000-42600-00000	75
227743	02/05/2020	MONICA RUIZ	CLEANING SERVICES FOR JAIL	100-30-370-51101-00000	80
227744	02/05/2020	NICE CLEANERS	CLEANING SERVICES FOR JAIL	100-30-370-51101-00000	80
227745	02/05/2020	NICHOLS LUMBER & HARDWARE	SMALL TOOLS, MISCELLANEOUS HARDWARE &	402-50-590-53100-00000	33.15
227746	02/05/2020	PACIFIC ATHLETIC WEAR INC	YOUNG SPORTS STARS	501-60-000-22326-00000	164.58
227747	02/05/2020	PACIFIC PRODUCTS & SERVICES	MATERIALS AND SUPPLIES	254-50-550-53100-15622	1877.8
227748	02/05/2020	PACIFIC PRODUCTS & SERVICES	MATERIALS AND SUPPLIES	254-50-550-53100-15622	159.47
227749	02/05/2020	PACIFIC PRODUCTS & SERVICES	MATERIALS AND SUPPLIES	254-50-550-53100-15622	211.19
227750	02/05/2020	PACIFIC PRODUCTS & SERVICES	MATERIALS AND SUPPLIES	254-50-550-53100-15622	1798.9
227751	02/05/2020	PACIFIC PRODUCTS & SERVICES	MATERIALS AND SUPPLIES	254-50-550-53100-15622	395.84
227752	02/05/2020	PRIME POWER EQUIPMENT	REPAIRS OF SMALL POWER TOOLS	251-50-571-51101-00000	31.91
227753	02/05/2020	PRIME POWER EQUIPMENT	REPAIRS OF SMALL POWER TOOLS	251-50-571-51101-00000	31.91
227754	02/05/2020	PRIME POWER EQUIPMENT	REPAIRS OF SMALL POWER TOOLS	251-50-571-51101-00000	31.91
227755	02/05/2020	PRIME POWER EQUIPMENT	REPAIRS OF SMALL POWER TOOLS	251-50-571-51101-00000	31.91
227756	02/05/2020	PRIME POWER EQUIPMENT	REPAIRS OF SMALL POWER TOOLS	251-50-571-51101-00000	51.91
227757	02/05/2020	PRIME POWER EQUIPMENT	MATERIALS AND SUPPLIES	501-60-000-22328-00000	117.1
227758	02/05/2020	PRO BOXING EQUIPMENT CO	PURCHASE OF HAND WRAPS	501-60-000-22328-00000	1322.34
227759	02/05/2020	RACEPLACE	ADVERTISEMENT ON RECEPCLASE NEWSLETTER	501-60-000-22328-16146	525

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
227730	02/05/2020	SAM WONG	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	250
227730	02/05/2020	SAM WONG	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	528.82
227731	02/05/2020	SCHINDLER ELEVATOR CORPORATION	SERVICE CALL TO REPAIR ELEVATOR	100-60-620-53371-00000	1334.79
227732	02/05/2020	SERVICE FIRST CONTRACTORS	POOL CHEMICALS	252-60-620-53371-00000	1452.42
227732	02/05/2020	SERVICE FIRST CONTRACTORS	POOL CHEMICALS	100-60-620-53100-00000	184.7
227732	02/05/2020	SERVICE FIRST CONTRACTORS	POOL CHEMICALS	252-60-620-53100-00000	184.7
227733	02/05/2020	SIEMENS MOBILITY INC	MAINTENANCE OF CITY TRAFFIC SIGNALS AND	240-50-530-51100-00000	2128
227733	02/05/2020	SIEMENS MOBILITY INC	MAINTENANCE OF CITY TRAFFIC SIGNALS AND	240-50-530-51100-00000	10970.06
227733	02/05/2020	SMART & FINAL	MATERIALS AND SUPPLIES	100-60-640-53100-00000	71.96
227734	02/05/2020	SMART & FINAL	MATERIALS AND SUPPLIES	100-60-640-53100-00000	7.99
227735	02/05/2020	SPARKLETT'S	WATER AND COFFEE SUPPLIES	100-60-620-53100-00000	1479.1
227735	02/05/2020	SPARKLETT'S	WATER AND COFFEE SUPPLIES	100-60-620-53100-00000	39
227736	02/05/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	MAINTENANCE AND REPAIRS FOR CITY HALL	100-60-620-53371-00000	2979.5
227736	02/05/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	MAINTENANCE AND REPAIRS FOR CITY HALL	100-60-620-53371-00000	2979.5
227736	02/05/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	MAINTENANCE AND REPAIRS FOR CITY HALL	100-60-620-53371-00000	125
227737	02/05/2020	STAT PADS LLC	AED DIRECTION PROGRAM	100-60-610-53330-00000	125
227738	02/05/2020	SUNBELT RENTALS	MISCELLANEOUS RENTAL EQUIPMENT	240-50-551-53391-15705	227.26
227739	02/05/2020	SWEDLOWS DISTRIBUTORS	PAYMENT OF REPAIRS MADE TO OFFICE FURNITURE	100-60-620-53371-00000	2139.63
227740	02/05/2020	THE GEO GROUP INC	JAIL OPERATIONS	100-30-370-51100-00000	31269.49
227741	02/05/2020	TIME WARNER CABLE	INTERNET SERVICE	100-30-340-53405-00000	211.82
227741	02/05/2020	TIME WARNER CABLE	INTERNET SERVICE	100-60-680-51100-00000	104.99
227741	02/05/2020	TIME WARNER CABLE	INTERNET SERVICE	100-60-670-51100-15100	8.65
227741	02/05/2020	TIME WARNER CABLE	CABLE LINE WITH LASO	100-30-310-53403-00000	272.09
227741	02/05/2020	TIME WARNER CABLE	INTERNET SERVICE	100-60-670-51100-15100	119.98
227741	02/05/2020	TIME WARNER CABLE	INTERNET SERVICE	100-60-660-51101-00000	108.17
227742	02/05/2020	TRI-SIGNAL INC.	MAINTENANCE AND INSPECTION	100-60-620-53371-00000	705
227742	02/05/2020	TRI-SIGNAL INC.	MAINTENANCE AND INSPECTION	252-60-620-53371-00000	705.00
227743	02/05/2020	TROPHY WORLD	TILE PLAQUES REQUESTED	100-10-100-53320-00000	13.69
227744	02/05/2020	USA ALARM SYSTEMS, INC.	ALARM SYSTEM MONITORING SERVICES	100-60-620-58140-00000	973.34
227744	02/05/2020	USA ALARM SYSTEMS, INC.	ALARM SYSTEM MONITORING SERVICES	100-60-620-58140-15100	245.00
227744	02/05/2020	USA ALARM SYSTEMS, INC.	ALARM SYSTEM MONITORING SERVICES	252-60-620-58140-00000	973.33
227744	02/05/2020	V & V MANUFACTURING	REPAIRS FOR POLICE DEPARTMENT BADGES	100-30-310-53100-00000	313.89
227745	02/05/2020	V & V MANUFACTURING	REPAIRS FOR POLICE DEPARTMENT BADGES	100-30-310-53100-00000	243.22
227746	02/05/2020	VANESSA SOTELO	REFUND OF FACILITY RESERVATION DEPOSIT	501-60-000-22333-00000	500.00
227747	02/05/2020	YADIRA SANCHEZ-REYES	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	250.00
227748	02/05/2020	YARI MORE	MUSIC ENTERTAINMENT FOR VALENTINES DANCE	501-60-000-22327-00000	1800.00
227749	02/05/2020	ZUMAR INDUSTRIES INC.	TRAFFIC CONTROL SIGN, WARNING AND REGULATORY	254-50-550-53100-15622	4104.32
227750	02/05/2020	A&M CARPETS & FLOORS INC	REGULING CARPET TILE INSIDE POLICE DISPATCH OFFICE	100-60-620-53371-00000	525.00
227751	02/05/2020	A-1 EVENT & PARTY RENTALS	TREE LIGHTING CEREMONY ON DEC. 5	501-60-000-22328-16105	110.44
227752	02/05/2020	AGRISERVE PEST CONTROL INC	APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT	245-50-560-51100-15537	350.00
227752	02/05/2020	AGRISERVE PEST CONTROL INC	APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT	245-50-560-51100-15537	990.00
227752	02/05/2020	AGRISERVE PEST CONTROL INC	APPLY PESTICIDES, FERTILIZER AND GOPHER TREATMENT	251-50-560-51100-00000	185.00
227753	02/05/2020	ALL STATE POLICE EQUIPMENT	EQUIPMENT FOR OFC BALZANO	100-30-340-53100-00000	268.20
227754	02/05/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	240-50-551-53100-13403	50.34
227754	02/05/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	240-50-570-53100-14885	116.71
227754	02/05/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	240-50-570-53100-14885	167.05
227754	02/05/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	240-50-570-53100-14885	160.33
227755	02/05/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	240-50-551-53100-13403	272.60
227755	02/05/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	240-50-551-53100-13403	160.33
227755	02/05/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	240-50-551-53100-13403	272.60
227755	02/05/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	240-50-551-53100-13403	291.00
227755	02/05/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	240-50-551-53100-13403	272.60
227756	02/05/2020	ARLA SEDILLOS	REFUND OF FACILITY RESERVATION DEPOSIT	501-60-000-22333-00000	500.00
227757	02/05/2020	AT&T	ACCT # 331 254-5633 464 4 01/07/2020	100-30-310-53403-00000	50.45
227758	02/05/2020	AT&T MOBILITY	FRAME RELAY CIRCUIT	100-30-340-53403-00000	453.45
227758	02/05/2020	AT&T MOBILITY	SERVICE FOR MOBILE DATA COMPUTERS IN PATROL	100-30-310-53403-00000	867.31
227759	02/05/2020	AZUSA PLUMBING SUPPLY	PLUMBING SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	48.26
227759	02/05/2020	AZUSA PLUMBING SUPPLY	PLUMBING SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	48.26
227760	02/05/2020	CALIFORNIA DISCOUNT GLASS	SEAL WINDOWS FOR LEAKS AT CITY HALL 2ND FLOOR	100-60-620-53371-00000	220.00
227761	02/05/2020	CAR QUEST	MATERIAL AND SUPPLIES	402-50-590-53100-00000	39.51
227761	02/05/2020	CAR QUEST	MATERIALS AND SUPPLIES	402-50-590-53100-00000	45.92
227761	02/05/2020	CAR QUEST	MATERIALS AND SUPPLIES	402-50-590-53100-00000	50.35
227761	02/05/2020	CAR QUEST	MATERIALS AND SUPPLIES	402-50-590-53100-00000	52.85
227761	02/05/2020	CAR QUEST	MATERIALS AND SUPPLIES	402-50-590-53100-00000	8.74
227761	02/05/2020	CAR QUEST	MATERIALS AND SUPPLIES	402-50-590-53100-00000	26.28
227761	02/05/2020	CAR QUEST	MATERIALS AND SUPPLIES	402-50-590-53100-00000	40.49
227761	02/05/2020	CAR QUEST	MATERIALS AND SUPPLIES	402-50-590-53100-00000	63.02
227761	02/05/2020	CAR QUEST	MATERIALS AND SUPPLIES	402-50-591-53100-00000	65.75
227761	02/05/2020	CAR QUEST	MATERIALS AND SUPPLIES	402-50-591-53100-00000	149.24
227761	02/05/2020	CAR QUEST	MATERIALS AND SUPPLIES	402-50-591-53100-00000	90.74
227761	02/05/2020	CAR QUEST	MATERIALS AND SUPPLIES	402-50-591-53100-00000	21.43
227762	02/05/2020	CARPENTER & ROTHANS	PROFESSIONAL SERVICES	403-10-160-54100-00000	1781.84
227763	02/05/2020	CELL BUSINESS EQUIPMENT	MAINTENANCE FOR CANON COPIERS	401-10-141-53371-11504	168.63

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
227764	02/05/2020	CHARTER COMMUNICATIONS HOLDINGS, LLC	DATA CONNECTION FOR RADIO SYSTEMS	100-30-310-53403-00000	411.23
227765	02/05/2020	CITY OF WEST COVINA	FORENSIC SERVICES FOR OCT-DEC 2019	100-30-310-51100-00000	75.00
227766	02/05/2020	COIT SERVICES INC	TILE & GROUT CLEANING	100-60-620-53371-00000	856.00
227767	02/05/2020	COMMERCIAL DOOR OF ANAHEIM INC	REPAIRS MADE TO GATE AT CITY YARD	100-60-620-53371-00000	1205.00
227768	02/05/2020	COMMERCIAL LANDSCAPE SUPPLY, INC	MATERIALS AND SUPPLIES	254-50-571-53100-15510	291.34
227769	02/05/2020	DIGITAL MAP PRODUCTS INC	LICENSE AGREEMENT FOR CLOUD-BASED INTERACTIVE	100-40-400-51100-15548	1000.00
227769	02/05/2020	DIGITAL MAP PRODUCTS INC	DIGITAL MAP PRODUCTS INC	100-40-460-51100-15548	2000.00
227769	02/05/2020	DIGITAL MAP PRODUCTS INC	LICENSE AGREEMENT FOR CLOUD-BASED INTERACTIVE	240-50-500-51100-15548	2500.00
227769	02/05/2020	DIGITAL MAP PRODUCTS INC	LICENSE AGREEMENT FOR CLOUD-BASED INTERACTIVE	245-50-510-51100-15548	4904.00
227770	02/05/2020	EAGLE AUTO COLLISION	REPAIRS TO UNIT #3150	402-50-591-53371-00000	1803.49
227771	02/05/2020	EVAN BROOKS ASSOCIATES, INC	AUTHORIZATION PROCESS AND FUNDS MANAGEMENT	245-50-520-58100-15716	3876.00
227772	02/05/2020	FEDEx OFFICE	DELIVERY FOR DAPHNE NISPEROS-WONG CDBG/HOME HUD	220-40-420-51101-14700	31.09
227773	02/05/2020	FIRST ADVANTAGE LNS	BACKGROUND VERIFICATION	100-30-310-51100-00000	9.38
227774	02/05/2020	GBS LINES	LINEN RENTAL FOR THE SENIOR CENTER	100-30-310-51101-00000	124.19
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	91.65
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	24.00
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	17.45
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	87.58
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	18.31
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	62.92
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	1.40
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	26.21
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	45.86
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	13.07
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	33.89
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	59.85
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	12.57
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	19.13
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	4.89
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	9.38
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	44.25
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	74.05
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	20.03
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	53.51
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	28.38
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	129.52
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	146.96
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	33.51
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	5.29
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	65.72
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	21.87
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	17.50
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	17.15
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	88.18
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	7.93
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	62.92
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	11.56
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	97.96
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	138.17
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	-175.08
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	-175.09
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	17.45
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	350.17
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	25.44
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	9.81
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	18.58
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	34.95
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	34.79
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	39.85
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	80.26
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	131.68
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	14.48
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	75.66
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	37.58
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	95.00
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	159.43
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	11.86
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	15.68
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	38.40
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	40.58
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	26.54
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	28.27
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	9.48

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227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	28.43
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	9.40
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	12.47
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	56.33
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	9.27
227775	02/05/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	41.66
227780	02/05/2020	HOME DEPOT	PURCHASE OF MATERIALS AND SUPPLIES	501-60-000-23328-00000	52.93
227780	02/05/2020	HOME DEPOT	PURCHASE OF MATERIALS AND SUPPLIES	100-60-610-53100-00000	-54.73
227780	02/05/2020	HOME DEPOT	PURCHASE OF MATERIALS AND SUPPLIES	100-60-610-53100-00000	-54.69
227780	02/05/2020	HOME DEPOT	PURCHASE OF MATERIALS AND SUPPLIES	501-60-000-23328-00000	84.74
227780	02/05/2020	HOME DEPOT	PURCHASE OF MATERIALS AND SUPPLIES	100-60-640-53100-16106	174.75
227780	02/05/2020	HOME DEPOT	MATERIALS AND SUPPLIES FOR THE COMMUNITY CENTER	100-60-610-53100-00000	55.13
227780	02/05/2020	HOME DEPOT	MATERIALS AND SUPPLIES FOR THE COMMUNITY CENTER	100-60-640-53100-16106	78.64
227780	02/05/2020	HOME DEPOT	MATERIALS AND SUPPLIES FOR THE COMMUNITY CENTER	100-60-610-53100-00000	278.23
227780	02/05/2020	HOME DEPOT	MATERIALS AND SUPPLIES FOR THE COMMUNITY CENTER	501-60-000-23327-00000	168.77
227780	02/05/2020	HOME DEPOT	MATERIALS AND SUPPLIES FOR THE COMMUNITY CENTER	501-60-000-23327-00000	54.73
227780	02/05/2020	HOME DEPOT	PURCHASE OF OFFICE SUPPLIES	100-60-610-53100-00000	7.56
227780	02/05/2020	HOME DEPOT	MATERIALS AND SUPPLIES FOR THE COMMUNITY CENTER	501-60-000-23328-00000	152.86
227780	02/05/2020	HOME DEPOT	PURCHASE OF MATERIALS AND SUPPLIES	100-60-610-53100-16106	154.64
227780	02/05/2020	HOME DEPOT	PURCHASE OF OFFICE SUPPLIES	100-60-660-53100-00000	67.42
227780	02/05/2020	HOME DEPOT	MATERIALS AND SUPPLIES FOR THE COMMUNITY CENTER	100-60-610-53100-00000	174.97
227780	02/05/2020	HOME DEPOT	MATERIALS AND SUPPLIES FOR THE COMMUNITY CENTER	501-60-000-23327-00000	186.13
227780	02/05/2020	HOME DEPOT	PURCHASE OF MATERIALS AND SUPPLIES	100-60-680-53100-00000	21.97
227780	02/05/2020	HOME DEPOT	MATERIALS AND SUPPLIES FOR THE COMMUNITY CENTER	100-60-660-53100-00000	85.91
227782	02/05/2020	JAMES R STONE	PURCHASE OF OFFICE SUPPLIES	100-60-620-53371-00000	494.39
227782	02/05/2020	JAMES R STONE	LOOKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	522.29
227782	02/05/2020	JAMES R STONE	LOOKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	181.06
227782	02/05/2020	JAMES R STONE	LOOKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	27.34
227782	02/05/2020	JAMES R STONE	LOOKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	176.65
227782	02/05/2020	JAMES R STONE	LOOKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	133.75
227782	02/05/2020	JAMES R STONE	LOOKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	380.93
227782	02/05/2020	JAMES R STONE	LOOKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	358.75
227782	02/05/2020	JAMES R STONE	LOOKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	175.00
227783	02/05/2020	JTB SUPPLY COMPANY	TRAFFIC SIGNAL BALLS	245-50-550-53100-15622	314.08
227783	02/05/2020	JTB SUPPLY COMPANY	UNIFORM FOR SWORN J. MONTENEGRO	100-30-340-53100-00000	830.54
227784	02/05/2020	KEYSTONE UNIFORMS	UNIFORM FOR SWORN SUNNY KIM	100-30-340-53100-00000	431.57
227784	02/05/2020	KEYSTONE UNIFORMS	UNIFORM FOR NON-SWORN J. PEREZ	100-30-340-53100-00000	451.53
227784	02/05/2020	KEYSTONE UNIFORMS	UNIFORM FOR SWORN COP J. PATINO	100-30-340-53100-00000	63.89
227784	02/05/2020	KEYSTONE UNIFORMS	UNIFORM FOR P.S.T.K. RAMIREZ	100-30-340-53100-00000	188.25
227784	02/05/2020	KEYSTONE UNIFORMS	UNIFORM FOR P.S.T.S. TRINIDAD	100-30-340-53100-00000	307.92
227784	02/05/2020	KEYSTONE UNIFORMS	UNIFORM FOR POLICE CADET PATCHES	100-30-340-53100-00000	96.47
227784	02/05/2020	KEYSTONE UNIFORMS	UNIFORM FOR SWORN J. SERRANO	100-30-340-53100-00000	22.05
227784	02/05/2020	KEYSTONE UNIFORMS	UNIFORM FOR P.S.T.J. TRINIDAD	100-30-340-53100-00000	66.09
227784	02/05/2020	KEYSTONE UNIFORMS	UNIFORM FOR COP MCLEAN	100-30-340-53100-00000	22.05
227785	02/05/2020	L.A. COUNTY DEPT OF ANIMAL	ANIMAL CONTROL SERVICES	100-30-390-53100-13250	42368.39
227786	02/05/2020	LESLIE'S POOLMART INC	MATERIAL AND SUPPLIES	251-50-562-53100-00000	321.98
227787	02/05/2020	MARK CAUDILLO	PREPARE AND INSTALL DECALS ON TWO MOTORCYCLES	402-50-591-51101-00000	54.50
227788	02/05/2020	MIHM, INC.	PROPERTY AND EVIDENCE ROOM CLEAN AND DISINFECT	100-30-360-53100-00000	1100.00
227789	02/05/2020	OFFICE DEPOT INC	MATERIALS & SUPPLIES FOR PD	100-30-310-53100-00000	125.80
227789	02/05/2020	OFFICE DEPOT INC	MATERIALS & SUPPLIES FOR PD	100-30-310-53100-00000	90.56
227789	02/05/2020	OFFICE DEPOT INC	MATERIALS & SUPPLIES FOR PD	100-30-310-53100-00000	137.37
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	32.25
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	16.95
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	32.94
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	446.73
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	129.66
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	98.54
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	-445.29
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	45.96
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	71.36
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	59.59
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	59.59
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	32.94
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	74.35
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	37.03
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	200.42
227790	02/05/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-590-53100-00000	29.54
227792	02/05/2020	PRIME POWER EQUIPMENT	MATERIALS AND SUPPLIES	251-50-571-53100-00000	154.25
227792	02/05/2020	PRIME POWER EQUIPMENT	MATERIALS AND SUPPLIES FOR REPAIRS OF	245-50-560-53100-15536	5.39
227792	02/05/2020	PRIME POWER EQUIPMENT	MATERIALS AND SUPPLIES	251-50-571-53100-00000	229.95
227792	02/05/2020	PRIME POWER EQUIPMENT	MATERIALS AND SUPPLIES	251-50-571-53100-00000	229.95

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
227792	02/05/2020	PRIME POWER EQUIPMENT	MATERIALS AND SUPPLIES	251-50-571-53100-00000	38.32
227792	02/05/2020	PRIME POWER EQUIPMENT	MATERIALS AND SUPPLIES FOR REPAIRS OF	245-50-560-53100-15536	229.88
227793	02/05/2020	REGIONAL TAP SERVICE CENTER	TAP BUS PASSES SOLD AT THE COMMUNITY CENTER	100-00-000-22014-00000	70.00
227794	02/05/2020	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS	MOA SERVICE DELIVERY COST COMPARISON	251-50-560-51100-00000	3750.00
227794	02/05/2020	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS	MOA SERVICE DELIVERY COST COMPARISON	251-50-560-51100-00000	4125.00
227795	02/05/2020	SAN GABRIEL VALLEY WATER	WATER COST	252-60-620-53402-00000	4451.45
227796	02/05/2020	SMART & FINAL	MATERIALS AND SUPPLIESFOR THE SENIOR CENTER	501-60-000-22327-00000	13.98
227796	02/05/2020	SMART & FINAL	MATERIALS AND SUPPLIESFOR THE SENIOR CENTER	501-60-000-22327-00000	6.49
227796	02/05/2020	SMART & FINAL	MATERIALS AND SUPPLIESFOR THE SENIOR CENTER	501-60-000-22327-00000	25.58
227796	02/05/2020	SMART & FINAL	MATERIALS AND SUPPLIES FOR THE SENIOR CENTER	501-60-000-22327-00000	63.89
227797	02/05/2020	SON THI KIM NGO	REFUND SWIM LESSON REGISTRATION FOR RYAN WONG	100-60-000-42600-00000	75.00
227798	02/05/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	252-60-620-53401-00000	605.30
227798	02/05/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	252-60-620-53401-00000	5060.25
227798	02/05/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	131.75
227798	02/05/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	62.76
227798	02/05/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	251-50-530-53401-00000	42.73
227798	02/05/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	245-50-530-53401-15535	146.44
227798	02/05/2020	SOUTHERN CALIFORNIA EDISON	ENERGY COST	240-50-551-53401-15705	33.08
227799	02/05/2020	SPRINT	GPS TRACKING W/DATA WEB PORTAL AND	402-50-591-51100-00000	815.39
227800	02/05/2020	STAMP OUT	STAMP FOR COMMUNITY DEVELOPMENT DEPARTMENT - 2020	100-40-400-53100-00000	56.37
227801	02/05/2020	STAPLES BUSINESS CREDIT	PURCHASE OF OFFICE SUPPLIES	501-60-000-22327-00000	819.02
227801	02/05/2020	STAPLES BUSINESS CREDIT	PURCHASE OF OFFICE SUPPLIES	501-60-000-22327-00000	96.00
227801	02/05/2020	STAPLES BUSINESS CREDIT	PURCHASE OF OFFICE SUPPLIES	100-60-670-53100-15100	129.90
227801	02/05/2020	STAPLES BUSINESS CREDIT	PURCHASE OF OFFICE SUPPLIES	100-60-680-53100-00000	129.90
227802	02/05/2020	SUBWAY	PURCHASE OF OFFICE SUPPLIES	100-60-610-53100-00000	138.96
227803	02/05/2020	SUSAN SAYE-CLIFFORD,PH.D	HOSPITALITY FOOD FOR CHRISTMAS FOOD BASKET PROGRAM	100-60-640-53100-00000	280.00
227804	02/05/2020	TERMINIX INTERNATIONAL	PSYCH EXAM APPLICANT FOR D.ORTIZ	100-30-310-51100-00000	450.00
227804	02/05/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	92.00
227804	02/05/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	125.00
227804	02/05/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	57.00
227804	02/05/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	54.00
227804	02/05/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	76.50
227804	02/05/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	63.50
227804	02/05/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	70.00
227804	02/05/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	45.00
227804	02/05/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	101.00
227804	02/05/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	40.00
227804	02/05/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	85.00
227805	02/05/2020	THE GAS COMPANY	GAS COST	252-60-620-53400-00000	40.29
227805	02/05/2020	TIME WARNER CABLE	WI-FI AND TV SERVICE AT CITY YARD	252-60-620-53400-00000	2731.38
227806	02/05/2020	TIME WARNER CABLE	200M INTERNET SERVICE	402-50-590-53403-00000	229.82
227807	02/05/2020	T-MOBILE	MOBILE USAGE 12/21-01/20/20	401-10-141-53403-11506	1379.00
227807	02/05/2020	T-MOBILE	MOBILE USAGE 12/21-01/20/20	100-40-450-53403-00000	181.21
227808	02/05/2020	VERIZON WIRELESS	WIRELESS SERVICE FOR CAPTAINS, LEUTENANTS,	100-40-460-53403-00000	181.22
227808	02/05/2020	VERIZON WIRELESS	WIRELESS SERVICE FOR CAPTAINS, LEUTENANTS,	100-30-310-53403-00000	2654.73
227808	02/05/2020	VERIZON WIRELESS	SERVICE FOR CELL PHONES AND TABLETS	206-30-310-53403-00000	242.12
227808	02/05/2020	VERIZON WIRELESS	WIRELESS SERVICE FOR CAPTAINS, LEUTENANTS,	240-50-551-53403-15705	1308.68
227808	02/05/2020	VICTORIA VALVERDE	WIRELESS SERVICE FOR CAPTAINS, LEUTENANTS,	100-30-310-53403-00000	2053.87
227809	02/05/2020	WASTE MANAGEMENT OF SAN GABRIEL/POMONA VALLEY	WIRELESS SERVICE FOR CAPTAINS, LEUTENANTS,	206-30-310-53403-00000	240.08
227810	02/05/2020	WEST COAST ARBORISTS, INC	RETIREMENT LUNCHEON FOR A.CESENA	501-50-000-22543-00000	350.00
227810	02/05/2020	WEST COAST ARBORISTS, INC	CNG FUEL FOR CITY VEHICLES - DEC	402-50-590-53110-16140	733.17
227811	02/05/2020	WEST COAST ARBORISTS, INC	CNG FUEL FOR CITY VEHICLES - DEC	402-50-591-53110-16140	733.18
227811	02/05/2020	WEST COAST ARBORISTS, INC	MUNICIPAL TREE TRIMS	251-50-561-51100-00000	3500.00
227811	02/05/2020	WEST COAST ARBORISTS, INC	MULCH FOR WALNUT CREEK NATURE PARK	251-50-560-53100-00000	500.00
227812	02/05/2020	YURIKO RUIZESPARZA	MUNICIPAL TREE TRIMS	251-50-561-51100-00000	8389.00
227813	02/06/2020	LIBERTY DENTAL PLAN	EDUCATION REIMB FY 19/2020	100-60-610-53210-00000	2000.00
227814	02/06/2020	MUNICIPAL DENTAL POOL	DENTAL HMO FOR PP # 25-26	100-00-000-21211-00000	120.76
227815	02/06/2020	STANDARD INSURANCE COMPANY	DENTAL PRO FOR PP # 25-26	100-00-000-21211-00000	213.25
227816	02/06/2020	ROSA ESPARZA	VOT INSURANCE FOR PP # 25-26	100-00-000-21258-00000	215.33
DFT0003583	01/02/2020	MASSMUTUAL	OT CAFE RETRO STLMT 2019	100-30-360-50110-00000	701.25
DFT0003606	01/16/2020	INTERNAL REVENUE SERVICE	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	-91.87
DFT0003608	01/16/2020	STATE OF CALIFORNIA EMPLOYMENT	FEDERAL INCOME TAX PAYMENT	100-00-000-21202-00000	145.59
DFT0003610	01/16/2020	INTERNAL REVENUE SERVICE	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	62.06
DFT0003611	01/16/2020	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21202-00000	370.66
DFT0003612	01/16/2020	STATE OF CALIFORNIA EMPLOYMENT	MEDICARE PAYMENT	100-00-000-21201-00000	6.56
			STATE INCOME TAX PAYMENT	100-00-000-21202-00000	120.57
Grand Total:				\$	2,369,988.36

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance *RT*
DATE: February 19, 2020
SUBJECT: Treasurer's Report – December 2019

SUMMARY

Attached is the Treasurer's Report for the month of December 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 December 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

Attachment 1
Exhibit "A" Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
12/31/2020

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	2.04%	Varies	Varies	\$ 26,892,507.97	\$ 26,892,507.97	\$ 26,892,507.97	\$ 26,892,507.97
Housing Authority	2.04%	Varies	Varies	13,827.25	13,827.25	13,827.25	13,827.25
				26,906,335.22	26,906,335.22	26,906,335.22	26,906,335.22
<u>Certificate of Deposit</u>							
Citibank National Association (Mutual Securities)	2.65%	1/25/2019	1/25/2021	250,000.00	250,000.00	250,000.00	252,600.00
Goldman Sachs Bk USA NY (Mutual Securities)	2.25%	1/24/2018	1/24/2020	250,000.00	250,000.00	250,000.00	250,102.50
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	250,102.50
Morgan Stanley Bank N A Utah (Cantella)	2.64%	4/19/2018	4/20/2020	250,000.00	250,000.00	250,000.00	250,757.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	253,365.00
				1,250,000.00	1,250,000.00	1,250,000.00	1,256,927.50
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,633,620.26	6,633,620.26	6,633,620.26	6,633,620.26
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	20,504.86	20,504.86	20,504.86	20,504.86
				6,654,125.12	6,654,125.12	6,654,125.12	6,654,125.12
				\$ 34,810,460.34	\$ 34,810,460.34	\$ 34,810,460.34	\$ 34,817,387.84

Total Investments \$ 34,810,460.34

Cash with Bank of the West

City Checking	4,372,429.66
Money Market Plus	133,281.16
City Miscellaneous Cash	565,679.95
Successor Agency	409,963.01
Housing Authority	272,147.25
Financing Authority	11,700.00

Total Cash with Bank of the West 5,765,201.03

Investment Brokerage Capita Reserves (Dividend Option Cash) 7,215.13

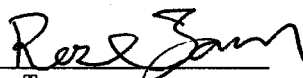
Total Cash and Investments \$ 40,582,876.50

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

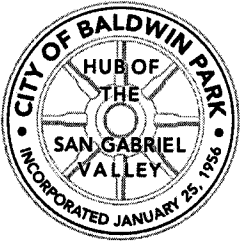
- There was no investment maturity/purchase transactions made for the month of December 2019 and several deposits/withdrawals were made through the Local Agency Investment Fund.

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

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Shannon Yauchzee, Chief Executive Office
 Benjamin Martinez, Community Development Director
 Laura J. Thomas, Human Resources/Risk Manager *Bm*
DATE: February 19, 2020
SUBJECT: Approve Restructuring of the Planning Division and Reclassify the Position of Housing Specialist and Approve Updates to the Comprehensive City of Baldwin Park Pay Schedule in Accordance with CalPERS Established Guidelines

SUMMARY

This report seeks City Council consideration of a restructuring of the Planning Division where two part-time positions will be consolidated to create a full time Assistant Planner. This will be done to provide staff retention and stability to the Division.

Staff is also seeking approval for a reclassification of a Housing Technician to a Housing Specialist position. Housing Specialist is the more commonly used job classification within the Housing operation, and is responsible for providing a myriad of Housing services.

Finally, approval is requested to update the comprehensive City of Baldwin Park pay schedule and make the necessary salary adjustments in accordance with CalPERS guidelines for these changes.

RECOMMENDATION

Staff recommends that the City Council approve, ratify and adopt:

1. Resolution No. 2020-005 to update the Comprehensive Pay Schedule; and
2. Resolution No. 2020-006 modifying the City of Baldwin Park's job classification plan to include a new position of Assistant Planner and Senior Planner and class specifications, and a revised class specification for Associate Planner in accordance with applicable rules and regulations; and
3. Approve the action of converting the Housing Technician to Housing Specialist.

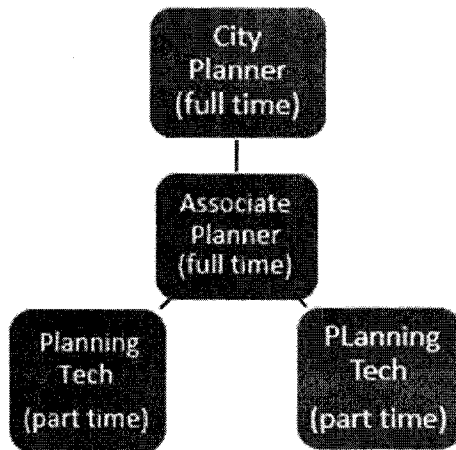
FISCAL IMPACT

For both the Planning and Housing positions there is no fiscal impact and most importantly no General Fund Impact. All changes can be absorbed in the current year fiscal Budget.

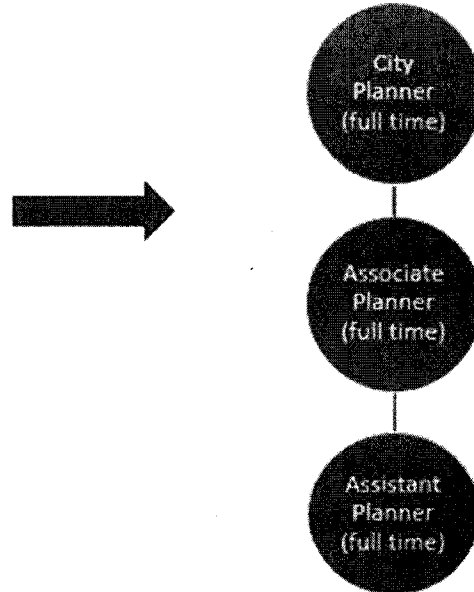
BACKGROUND

The updated Job Classification plan includes two new positions (class specifications) of Assistant Planner and Senior Planner and a revision to the Associate Planner class specification. The Assistant Planner is the entry-level professional position in the planning series. This position will provide full time administrative support vital to the City Planning operation. The Associate Planner performs higher level planning work with minimal supervision. The Senior Planner is the next level up from Associate Planner and is responsible for handling the more complex and highly sensitive planning matters and will serve as the assistant to the City Planner. Below is the chart to demonstrate the reorganization of the Planning Division:

Current Planning Division Structure



Proposed Planning Division Structure



The administrative demands on the Planning Division necessitates a full-time commitment to the operation. Historically, the Planning Division has utilized two part-time planning technician positions to accomplish many of its work objectives. The excessive use of part-time resources placed limitations on the Planning Division's ability to provide timely follow-up and oversight of important projects and assignments due to limited availability of part-time staff. Some of these projects include but are not limited to the processing of design review applications, land use entitlement applications, review and approval of business licenses and assisting the public and developers with proposals for residential and commercial development.

Additionally, the Planning Division has experienced routine turnover which has impacted the work and delayed projects. Nearly all of the part-time employees, including full time staff, once trained, seek full time planning opportunities with other municipalities. The constant turnover creates inefficiencies and the time and investment required to re-train new staff has become very costly to the operation. To address retention issues, the Planning Division created opportunities to attract and incentivize highly skilled candidates to consistently contribute and grow within the Planning Division. In other words, if funding is available, an Assistant Planner would have an opportunity to advance to Associate Planner upon meeting the qualifications and demonstrated competence to perform at the higher level. And, an Associate Planner could advance to Senior Planner based on the above scenario. This hiring approach brings stability to the Division thus enabling this operation to provide uninterrupted services to the residents and developers.

Finally, the Community Development Department submitted all of the proper documentation for the proposed Housing Technician reclassification to Human Resources for review and determination as to the appropriateness of the request. The duties being performed by the Housing Technician, incumbent as validated by the Community Development Director, were compared to the responsibilities of a Housing Specialist. There were some notable differences between the two job classes, however, staff determined that more commonality existed than differences. The best solution, as recommended by the Human Resources Department was to approve a reclassification. To properly align duties and responsibilities of various Housing positions, a reevaluation of the Housing Technician class specification may be necessary in the near future.

ALTERNATIVES

The alternative is to consider other staffing options or to leave the structures as is. However, if the changes are not made the City will continue to lose valuable staff. Part-time staff will continually work a few months and gain experience to then move on to a full time job at another City. This costs the City by having vacancies and by having to continually recruit.

LEGAL REVIEW

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

ATTACHMENTS

1. Exhibit "A" – Assistant Planner, Associate Planner and Senior Planner Class Specifications
2. Exhibit "B" – City of Baldwin Park Comprehensive Pay Schedule
3. Resolution No. 2020-005 - Revised Comprehensive Pay Schedule
4. Resolution No. 2020-006 - Updated Job classification plan to include Assistant Planner, Associate Planner and Senior Planner

Attachment 1

**Exhibit "A" – Asst. Planner/Assoc.
Planner/Sr. Planner Class Specifications**



City of Baldwin Park

ASSISTANT PLANNER

Class Specification

2/19/20

DEFINITION

Performs professional level work in the field of urban planning and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is the journey level class in the professional planning series. Positions in this class are expected to have a general knowledge, abilities and experience to perform the full range of professional planning work involving the application of professional knowledge and skills to various municipal planning and zoning problems. Responsibilities include the preparation of specific reports and plans with opportunity for independent judgment in planning work details and making technical determinations.

The Assistant Planner is distinguished from the Associate Planner in that the position requires less specialized knowledge of statutory requirements and planning standards and receives greater direction.

ADVANCEMENT TO ASSOCIATE PLANNER

Upon completion of probation as an Assistant Planner the incumbent may have an opportunity to automatically advance to Associate Planner provided the incumbent meets the requirements, and demonstrates a readiness to perform at the higher level. More importantly, the City Manager and Finance Director must approve such advancement based on the current financial condition of the City.

Special note: Please refer to Associate Planner Class specification for detailed summary of job duties and requirements.

SUPERVISION RECEIVED AND EXERCISED

Direction is provided by the City Planner. Assignment may require direct or functional supervision of clerical or para professional positions.

City of Baldwin Park
Assistant Planner (Continued)

EXAMPLES OF ESSENTIAL FUNCTIONS:

- Participates in activities of long-range and current planning as they relate to urban land use.
- Compiles, analyzes and interprets data relating to urban land use, population, and related social and economic characteristics of the City; computes statistical documentation.
- Provides technical and research assistance in a variety of special studies and general planning/zoning code amendments.
- Answers inquiries from the public, reviews development proposals for compliance with appropriate regulations.
- Prepares environmental documents in compliance with CEQA.
- Prepares written reports and makes oral presentations before community groups and Planning Commission.
- Inspects projects in the field to ensure compliance with various related regulations.
- Assists in graphic support and presentation
- Represents the Planning Department at citizens' meetings to inform them of various plans and projects.
- Provides information and assistance to developers, property owners and the public regarding basic laws, regulations, policies, standards and procedures with respect to the submission of plans, processing of applications, and implementation requirements.
- Reviews, investigates and processes various plans and applications for subdivision, housing and commercial and industrial developments, variances, conditional use permits and business licenses.
- Determines conformity with laws, policies, regulations and procedures.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, techniques, objectives and practices of urban planning.
- Basic statistics, economics, sociology and public administration related to urban planning.
- California State Planning Zoning Laws and California Environmental Quality Act (CEQA).
- Application of land use, physical design, economic, environmental, and/or social concepts to the planning process and community trends.

Ability to:

- Analyze and compile technical and statistical data to prepare reports.
- Communicate clearly and concisely, orally and in writing.
- Interpret planning and zoning programs to the general public.

- Perform professional planning work with a minimum of supervision.
- To effectively establish and maintain a good rapport and working relationship with those encountered in the course of work including the general public.
- Demonstrate leadership qualities by working responsibly; taking the initiative to achieve work outcomes; function as a team player; and utilize collaborative problem solving techniques/strategies.
- Exercise sound judgment within established guidelines and supervisory direction.

MINIMUM REQUIREMENTS

Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- A Bachelor's Degree from an accredited college or university with major study in urban planning, architecture, public administration or a related field considered relevant to city planning work.
- A Master's Degree in urban planning or related field may substitute for six months of the required experience.

Experience:

- A minimum of one year of administrative experience in professional planning preferably with a state, county, or municipal agency.

License or Certificate

- Possess and maintain a valid Class C California driver's license.

Physical Requirements:

- Must possess the ability to occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.
- Ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.
- Ability to sit down for long periods of time.
- Ability to occasionally walk for an extended period of time on various terrain.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodation.

Note: Class specifications are intended to be descriptive, explanatory, and not restrictive. It is intended to declare what the duties, and responsibilities and the required qualifications of any position shall be.

Council Approval Date: February 19, 2020



City of Baldwin Park

ASSOCIATE PLANNER

Class Specification

2/19/20

DEFINITION

Performs professional level work of a higher level in the field of urban planning and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is the next level in the professional planning series. Positions in this class are expected to have more specialized knowledge, abilities and experience to perform the full range of the more complex professional planning work involving the application of professional knowledge and skills to various municipal planning and zoning problems. Responsibilities include the preparation of specific reports and plans with significant independent judgment in planning work details and making technical determinations.

The Associate Planner is distinguished from the Assistant Planner in that the position requires substantial knowledge of statutory requirements and planning standards of a specialized nature, and receives some direction.

ADVANCEMENT TO SENIOR PLANNER

Upon completion of probation as an Associate Planner the incumbent may have an opportunity to automatically advance to Senior Planner provided the incumbent meets the requirements, and demonstrates a readiness to perform at the higher level. More importantly, the City Manager and Finance Director must approve such advancement based on the current financial condition of the City.

Special note: Please refer to Senior Planner Class specification for detailed summary of duties and requirements.

SUPERVISION RECEIVED AND EXERCISED

Direction is provided by the City Planner. Assignment may require direct or functional supervision of technical, clerical or para professional positions.

EXAMPLES OF ESSENTIAL FUNCTIONS

- Analyzes and interprets social, economic, population and land use data and trends.
- Prepares written and graphic reports on various planning matters and elements of the City's General Plan.
- Reviews rezoning, variance, conditional use permit, subdivision, design review and other similar planning related applications.
- Advises property owners and petitioners of the effect and implications of zoning and development actions.
- May represent the planning department and explain planning objectives and policies to various organizations, agencies and public groups.
- Compiles information and makes recommendations on special studies related to updating the City's general plan, development review policies, specific development projects and the like.
- Researches and drafts ordinances for review.
- Responds to complaints and requests for information from the public.
- Provides technical staff support to the Planning Commission, the City Council, and other committees, commissions, and boards as assigned.
- Assist in supervising, training, and evaluating assigned subordinates.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- A broader range of principles, techniques, objectives, practices, statutory requirements and urban planning standards of a more complex level.
- Basic statistics, economics, sociology and public administration related to urban planning.
- Current literature, information sources and research techniques in the field of urban planning.
- Microsoft Office Software.
- California State Planning Zoning Laws and California Environmental Quality Act (CEQA).

Ability to:

- Analyze and compile technical and statistical data to prepare reports.
- Communicate clearly and concisely, orally and in writing.
- Interpret planning and zoning programs to the general public.
- Independently perform complex professional planning work with minimum direction.
- Effectively establish and maintain a good rapport and working relationship with those encountered in the course of work including the general public.
- Demonstrate leadership qualities by working responsibly, taking the initiative to achieve work outcomes, function as a team player, including collaborative problem solving.

MINIMUM REQUIREMENTS

Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- A Bachelor's Degree from an accredited college or university with major study in urban planning, architecture, public administration or a related field considered relevant to city planning work.
- A Master's Degree in urban planning or related field may substitute for six months of the required experience.

Experience:

- A minimum of two years of professional planning experience preferably with a state, county, or municipal agency.

License or Certificate

- Possess and maintain a valid Class C California driver's license.

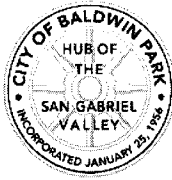
Physical Requirements:

- Must possess the ability to occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information;
- Ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds;
- Ability to sit down for long periods of time
- Ability to occasionally walk for an extended period of time on various terrain

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodation.

Note: Class specifications are intended to be descriptive, explanatory, and not restrictive. It is intended to declare what the duties, and responsibilities and the required qualifications of any position shall be.

Council Approval Date: 2/19/20



City of Baldwin Park

SENIOR PLANNER

Class Specification

2/19/20

DEFINITION

Performs the more advanced and complex professional level work in the field of urban planning; functions as the assistant to the City Planner, and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level class in the professional planning series. Positions at this level are distinguished from other classes within the series by the level and scope of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series. Employees at this level are required to be fully trained in all procedures related to the assigned Planning Department area. Incumbents at this level will function as the assistant to the City Planner.

SUPERVISION RECEIVED AND EXERCISED

Direction is provided by the City Planner.

Assist in hiring, evaluating, training and supervising para professional, professional, technical and clerical positions.

EXAMPLES OF ESSENTIAL FUNCTIONS

- Prepares and/or directs the preparation of technical reports relating to land use and environmental matters.
- Conducts necessary research and investigations; reviews a variety of plans of a complex and sensitive nature for compliance with applicable laws and regulations.
- Meets with developers, business people, homeowners, and other representatives concerned with specific projects to discuss land use requirements, applicable laws and regulations, and to address problems and complaints.
- Provides direction to personnel engaged in research, surveying, and compilation and interpretation of statistical information;
- Coordinates related activities with other city departments and management personnel.

- Monitors consultant contracts for the preparation of special studies and environmental documents.
- Participates and attends in a staff capacity a variety of meetings including but not limited to meetings of the Planning Commission and City Council, including developers and other outside agencies; and makes presentations as necessary.
- Reviews, evaluates, and makes recommendations regarding revisions in municipal zoning codes, policies, and procedures.
- Supervises the processing of zoning applications and directs the preparation of required public notices.
- Maintains departmental records and files relating to planning matters.

QUALIFICATIONS

Knowledge of:

- Thorough knowledge of principles and practices of urban planning.
- Techniques used in the development and revision of a general plan or specific plans, as well as state laws and guidelines relating to planning; zoning and environmental laws, related court cases, and proper administrative procedures of state, county, city, special districts, and Council of Governments.
- Working knowledge of public administration principles of supervision, training, and budgeting.

Ability to:

- Analyze and compile technical and statistical data to prepare reports.
- Communicate clearly and concisely, orally and in writing.
- Prepare technical and comprehensive reports.
- Interpret planning and zoning programs to the general public.
- Independently perform complex professional planning work with minimal direction from the City Planner.
- Effectively establish and maintain a good rapport and working relationship with those encountered in the course of work including the general public.
- Demonstrate leadership qualities by working responsibly and efficiently; taking the initiative to carry out work directives and positively influencing others to do the same; modeling team player attitudes and behaviors; working collaboratively with others in and outside of the organization; and utilizing innovative problem solving techniques/strategies.

MINIMUM REQUIREMENTS

Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

A minimum of five years of professional full-time paid experience in the field of urban planning preferably with a state, county or municipal agency.

Education:

A Bachelor's Degree from an accredited college or university with major study in urban planning, architecture, public administration or related field considered relevant to urban planning.

A Master's Degree in urban planning or related field may substitute for one year of the required experience.

License or Certificate

- Possess and maintain a valid Class C California driver's license.

Physical Requirements:

- Must possess the ability to occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information;
- Ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds;
- Ability to sit down for long periods of time
- Ability to occasionally walk for an extended period of time on various terrain.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodation.

Note: Class specifications are intended to be descriptive, explanatory, and not restrictive. It is intended to declare what the duties, and responsibilities and the required qualifications of any position shall be.

Council Approval Date: 2/19/20

Attachment 2
Exhibit “B” – City of Baldwin Park
Comprehensive Pay Schedule

CITY OF BALDWIN PARK

Pay Schedule

CA Code of Regulations (CCR 570.5)

Effective February 19, 2020

Elected Officials

Job Number	Title	Annual Fixed Rate
60006	Mayor	\$7,200.00
60008	City Council	\$7,200.00
60001	City Clerk (Non-Certified)	\$2,400.00
60002	City Treasurer	\$2,400.00
10005	City Commissioner (Per Meeting)	\$50.00
	Housing Authority (Per Meeting)	\$30.00

Executive Management

Job Number	Title	Annual	Monthly	Hourly
20001	Chief Executive Officer	\$250,744.77	\$20,895.40	\$120.55
20092	Director of Recreation & Community Services	\$183,921.46	\$15,326.79	\$88.42
20094	Director of Finance	\$184,267.64	\$15,355.64	\$88.59

Job Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5
20096	Chief of Police	annual	\$200,289.88	\$210,304.38	\$220,819.60	\$231,860.58	\$243,453.60
		monthly	\$16,690.82	\$17,525.36	\$18,401.63	\$19,321.71	\$20,287.80
		hourly	\$96.29	\$101.11	\$106.16	\$111.47	\$117.05
20096-A	Interim Chief of Police	annual	\$183,857.86				
		monthly	\$15,321.49				
		hourly	\$88.39				
20097	Director of Community Development	annual	\$137,556.95	\$144,434.79	\$151,656.53	\$159,239.36	\$167,201.33
		monthly	\$11,463.08	\$12,036.23	\$12,638.04	\$13,269.95	\$13,933.44
		hourly	\$66.13	\$69.44	\$72.91	\$76.56	\$80.39
20037	Director of Public Works	annual	\$144,434.79	\$151,656.53	\$159,239.36	\$167,201.33	\$175,561.40
		monthly	\$12,036.23	\$12,638.04	\$13,269.95	\$13,933.44	\$14,630.12
		hourly	\$69.44	\$72.91	\$76.56	\$80.39	\$84.40

Unclassified Management

Job Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
31011	Accounting Manager	hourly	\$45.62	\$47.90	\$50.30	\$52.81	\$55.45	\$58.23	\$61.14
		monthly	\$7,907.94	\$8,303.33	\$8,718.50	\$9,154.43	\$9,612.15	\$10,092.75	\$10,597.39
		annual	\$94,895.25	\$99,640.01	\$104,622.01	\$109,853.12	\$115,345.77	\$121,113.06	\$127,168.71
31050	Chief Deputy City Clerk	hourly	\$32.28	\$33.89	\$35.59	\$37.37	\$39.24	\$41.20	\$43.26
		monthly	\$5,595.26	\$5,875.02	\$6,168.78	\$6,477.21	\$6,801.07	\$7,141.13	\$7,498.18
		annual	\$67,143.13	\$70,500.29	\$74,025.30	\$77,726.57	\$81,612.90	\$85,693.54	\$89,978.22
31012	City Planner	hourly	\$43.83	\$46.02	\$48.32	\$50.74	\$53.27	\$55.94	\$58.73
		monthly	\$7,596.94	\$7,976.79	\$8,375.63	\$8,794.41	\$9,234.13	\$9,695.83	\$10,180.63
		annual	\$91,163.28	\$95,721.44	\$100,507.51	\$105,532.89	\$110,809.53	\$116,350.01	\$122,167.51
31081	Housing Manager	hourly	\$40.12	\$42.12	\$44.23	\$46.44	\$48.76	\$51.20	\$53.76
		monthly	\$6,953.45	\$7,301.12	\$7,666.18	\$8,049.49	\$8,451.96	\$8,874.56	\$9,318.29
		annual	\$83,441.43	\$87,613.50	\$91,994.17	\$96,593.88	\$101,423.58	\$106,494.75	\$111,819.49
31031	Human Resources/Risk Manager	hourly	\$50.30	\$52.81	\$55.45	\$58.23	\$61.14	\$64.20	\$67.41
		monthly	\$8,718.49	\$9,154.42	\$9,612.14	\$10,092.74	\$10,597.38	\$11,127.25	\$11,683.61
		annual	\$104,621.89	\$109,852.98	\$115,345.63	\$121,112.91	\$127,168.56	\$133,526.99	\$140,203.34

Classified Management Employees Association (CMEA)

Job Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
31041	Assistant Accounting Manager	hourly	\$44.29	\$46.51	\$48.83	\$51.28	\$53.84	\$56.53	\$59.36
		monthly	\$7,677.65	\$8,061.53	\$8,464.61	\$8,887.84	\$9,332.23	\$9,798.85	\$10,288.79
		annual	\$92,131.83	\$96,738.42	\$101,575.34	\$106,654.11	\$111,986.81	\$117,586.15	\$123,465.46
31025	Building Official/Plan Check Supervisor	hourly	\$44.46	\$46.68	\$49.02	\$51.47	\$54.04	\$56.74	\$59.58
		monthly	\$7,706.54	\$8,091.87	\$8,496.46	\$8,921.28	\$9,367.35	\$9,835.71	\$10,327.50
		annual	\$92,478.46	\$97,102.39	\$101,957.51	\$107,055.38	\$112,408.15	\$118,028.56	\$123,929.99
31010	Engineering Manager	hourly	\$44.29	\$46.50	\$48.83	\$51.27	\$53.83	\$56.53	\$59.35
		monthly	\$7,676.93	\$8,060.77	\$8,463.81	\$8,887.00	\$9,331.35	\$9,797.92	\$10,287.82
		annual	\$92,123.14	\$96,729.29	\$101,565.76	\$106,644.05	\$111,976.25	\$117,575.06	\$123,453.81

Classified Confidential Employees Association (CCEA)

Job Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
70052	Executive Secretary	hourly	\$22.92	\$24.07	\$25.27	\$26.54	\$27.86	\$29.26	\$30.72
		monthly	\$3,973.27	\$4,171.93	\$4,380.53	\$4,599.55	\$4,829.53	\$5,071.01	\$5,324.56
		annual	\$47,679.21	\$50,063.17	\$52,566.33	\$55,194.64	\$57,954.37	\$60,852.09	\$63,894.70
70027	Human Resources Analyst II	hourly	\$30.19	\$31.70	\$33.29	\$34.95	\$36.70	\$38.53	\$40.46
		monthly	\$5,233.24	\$5,494.90	\$5,769.65	\$6,058.13	\$6,361.04	\$6,679.09	\$7,013.05
		annual	\$62,798.91	\$65,938.86	\$69,235.80	\$72,697.59	\$76,332.47	\$80,149.09	\$84,156.55
	Human Resources Analyst I	hourly	\$27.38	\$28.75	\$30.19	\$31.70	\$33.29	\$34.95	\$36.70
		monthly	\$4,746.70	\$4,984.04	\$5,233.24	\$5,494.90	\$5,769.65	\$6,058.13	\$6,361.04
		annual	\$56,960.43	\$59,808.45	\$62,798.88	\$65,938.82	\$69,235.76	\$72,697.55	\$76,332.43
70022	Human Resources Technician	hourly	\$23.38	\$24.55	\$25.78	\$27.07	\$28.42	\$29.84	\$31.33
		monthly	\$4,052.59	\$4,255.22	\$4,467.98	\$4,691.38	\$4,925.95	\$5,172.25	\$5,430.86
		annual	\$48,631.11	\$51,062.67	\$53,615.80	\$56,296.59	\$59,111.42	\$62,066.99	\$65,170.34

City Employees Association (CEA)

Job Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
80025	Accountant	hourly	\$26.19	\$27.50	\$28.88	\$30.32	\$31.84	\$33.43	\$35.10
		monthly	\$4,540.23	\$4,767.25	\$5,005.61	\$5,255.89	\$5,518.68	\$5,794.62	\$6,084.35
		annual	\$54,482.81	\$57,206.95	\$60,067.30	\$63,070.66	\$66,224.20	\$69,535.41	\$73,012.18
42036	Administrative Clerk I	hourly	\$14.03	\$14.73	\$15.47	\$16.24	\$17.05	\$17.91	\$18.80
		monthly	\$2,431.86	\$2,553.46	\$2,681.13	\$2,815.19	\$2,955.95	\$3,103.74	\$3,258.93
		annual	\$29,182.36	\$30,641.48	\$32,173.56	\$33,782.23	\$35,471.34	\$37,244.91	\$39,107.16
42037	Administrative Clerk II	hourly	\$15.49	\$16.26	\$17.07	\$17.93	\$18.82	\$19.77	\$20.75
		monthly	\$2,684.33	\$2,818.55	\$2,959.48	\$3,107.45	\$3,262.82	\$3,425.97	\$3,597.26
		annual	\$32,212.01	\$33,822.61	\$35,513.74	\$37,289.43	\$39,153.90	\$41,111.59	\$43,167.17
80039	Assistant Planner	hourly	\$ 26.25	\$ 27.56	\$ 28.94	\$ 30.39	\$ 31.91	\$ 33.50	\$ 35.18
		monthly	\$ 4,550.00	\$ 4,777.50	\$ 5,016.38	\$ 5,267.19	\$ 5,530.55	\$ 5,807.08	\$ 6,087.44
		annual	\$ 54,600.00	\$ 57,330.00	\$ 60,196.50	\$ 63,206.33	\$ 66,366.64	\$ 69,684.97	\$ 73,169.22
80040	Associate Engineer	hourly	\$31.28	\$32.84	\$34.48	\$36.21	\$38.02	\$39.92	\$41.91
		monthly	\$5,421.29	\$5,692.35	\$5,976.97	\$6,275.82	\$6,589.61	\$6,919.09	\$7,265.05
		annual	\$65,055.48	\$68,308.25	\$71,723.66	\$75,309.85	\$79,075.34	\$83,029.11	\$87,180.56
80058	Associate Planner	hourly	\$30.19	\$31.70	\$33.29	\$34.95	\$36.70	\$38.53	\$40.46
		monthly	\$5,233.24	\$5,494.90	\$5,769.65	\$6,058.13	\$6,361.04	\$6,679.09	\$7,013.05
		annual	\$62,798.91	\$65,938.86	\$69,235.80	\$72,697.59	\$76,332.47	\$80,149.09	\$84,156.55
80073	Building Inspector	hourly	\$25.62	\$26.90	\$28.24	\$29.65	\$31.14	\$32.69	\$34.33
		monthly	\$4,440.26	\$4,662.28	\$4,895.39	\$5,140.16	\$5,397.17	\$5,667.03	\$5,950.38
		annual	\$53,283.17	\$55,947.33	\$58,744.69	\$61,681.93	\$64,766.02	\$68,004.32	\$71,404.54
80062	Building/Engineering Permit Technician	hourly	\$18.54	\$19.46	\$20.44	\$21.46	\$22.53	\$23.66	\$24.84
		monthly	\$3,213.00	\$3,373.65	\$3,542.33	\$3,719.45	\$3,905.42	\$4,100.69	\$4,305.73
		annual	\$38,556.00	\$40,483.80	\$42,507.99	\$44,633.39	\$46,865.06	\$49,208.31	\$51,668.73
80033	Community Enhancement Officer	hourly	\$22.09	\$23.19	\$24.35	\$25.57	\$26.85	\$28.19	\$29.60
		monthly	\$3,828.77	\$4,020.21	\$4,221.22	\$4,432.28	\$4,653.90	\$4,886.59	\$5,130.92
		annual	\$45,945.29	\$48,242.55	\$50,654.68	\$53,187.41	\$55,846.78	\$58,639.12	\$61,571.08

80065	Community Enhancement Supervisor	hourly	\$28.95	\$30.40	\$31.92	\$33.52	\$35.19	\$36.95	\$38.80
		monthly	\$5,018.68	\$5,269.61	\$5,533.09	\$5,809.74	\$6,100.23	\$6,405.24	\$6,725.51
		annual	\$60,224.10	\$63,235.31	\$66,397.08	\$69,716.93	\$73,202.78	\$76,862.91	\$80,706.06

City Employees Association (CEA)

Job Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
42048	Construction Clerk	hourly	\$17.09	\$17.95	\$18.85	\$19.79	\$20.78	\$21.82	\$22.91
		monthly	\$2,963.03	\$3,111.18	\$3,266.74	\$3,430.08	\$3,601.58	\$3,781.66	\$3,970.74
		annual	\$35,556.34	\$37,334.16	\$39,200.87	\$41,160.91	\$43,218.96	\$45,379.91	\$47,648.90
80077	Engineering Assistant	hourly	\$24.95	\$26.19	\$27.50	\$28.88	\$30.32	\$31.84	\$33.43
		monthly	\$4,323.88	\$4,540.08	\$4,767.08	\$5,005.43	\$5,255.71	\$5,518.49	\$5,794.42
		annual	\$51,886.58	\$54,480.91	\$57,204.96	\$60,065.21	\$63,068.47	\$66,221.89	\$69,532.99
42045	Finance Clerk	hourly	\$17.10	\$17.96	\$18.85	\$19.80	\$20.79	\$21.83	\$22.92
		monthly	\$2,964.29	\$3,112.51	\$3,268.13	\$3,431.54	\$3,603.12	\$3,783.27	\$3,972.44
		annual	\$35,571.52	\$37,350.10	\$39,217.60	\$41,178.48	\$43,237.41	\$45,399.28	\$47,669.24
80026	Housing Inspector	hourly	\$22.09	\$23.19	\$24.35	\$25.57	\$26.85	\$28.19	\$29.60
		monthly	\$3,828.77	\$4,020.21	\$4,221.22	\$4,432.28	\$4,653.90	\$4,886.59	\$5,130.92
		annual	\$45,945.29	\$48,242.55	\$50,654.68	\$53,187.41	\$55,846.78	\$58,639.12	\$61,571.08
42050	Housing Specialist	hourly	\$17.09	\$17.95	\$18.85	\$19.79	\$20.78	\$21.82	\$22.91
		monthly	\$2,963.03	\$3,111.18	\$3,266.74	\$3,430.08	\$3,601.58	\$3,781.66	\$3,970.74
		annual	\$35,556.34	\$37,334.16	\$39,200.87	\$41,160.91	\$43,218.96	\$45,379.91	\$47,648.90
42049	Housing Technician	hourly	\$15.54	\$16.31	\$17.13	\$17.99	\$18.89	\$19.83	\$20.82
		monthly	\$2,693.16	\$2,827.81	\$2,969.21	\$3,117.67	\$3,273.55	\$3,437.23	\$3,609.09
		annual	\$32,317.88	\$33,933.78	\$35,630.47	\$37,411.99	\$39,282.59	\$41,246.72	\$43,309.06
42020	Imaging Specialist	hourly	\$17.10	\$17.96	\$18.85	\$19.80	\$20.79	\$21.83	\$22.92
		monthly	\$2,964.29	\$3,112.51	\$3,268.13	\$3,431.54	\$3,603.12	\$3,783.27	\$3,972.44
		annual	\$35,571.52	\$37,350.10	\$39,217.60	\$41,178.48	\$43,237.41	\$45,399.28	\$47,669.24
80070	Information Systems Supervisor	hourly	\$37.92	\$39.82	\$41.81	\$43.90	\$46.10	\$48.40	\$50.82
		monthly	\$6,573.65	\$6,902.33	\$7,247.44	\$7,609.82	\$7,990.31	\$8,389.82	\$8,809.31
		annual	\$78,883.74	\$82,827.93	\$86,969.32	\$91,317.79	\$95,883.68	\$100,677.86	\$105,711.76
80043	Information Systems Support Technician	hourly	\$20.95	\$22.00	\$23.10	\$24.25	\$25.46	\$26.74	\$28.07
		monthly	\$3,631.17	\$3,812.73	\$4,003.36	\$4,203.53	\$4,413.71	\$4,634.39	\$4,866.11
		annual	\$43,574.03	\$45,752.73	\$48,040.37	\$50,442.39	\$52,964.51	\$55,612.73	\$58,393.37

City Employees Association (CEA)

Job Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
80037	Management Analyst	hourly	\$27.05	\$28.41	\$29.83	\$31.32	\$32.88	\$34.53	\$36.25
		monthly	\$4,689.22	\$4,923.68	\$5,169.86	\$5,428.35	\$5,699.77	\$5,984.76	\$6,284.00
		annual	\$56,270.58	\$59,084.11	\$62,038.32	\$65,140.24	\$68,397.25	\$71,817.11	\$75,407.97
80069	Management Assistant	hourly	\$25.21	\$26.47	\$27.80	\$29.19	\$30.64	\$32.18	\$33.79
		monthly	\$4,369.92	\$4,588.42	\$4,817.84	\$5,058.73	\$5,311.67	\$5,577.25	\$5,856.12
		annual	\$52,439.10	\$55,061.05	\$57,814.11	\$60,704.81	\$63,740.05	\$66,927.05	\$70,273.41
80052	Payroll Specialist	hourly	\$21.98	\$23.08	\$24.23	\$25.44	\$26.72	\$28.05	\$29.45
		monthly	\$3,809.70	\$4,000.19	\$4,200.19	\$4,410.20	\$4,630.71	\$4,862.25	\$5,105.36
		annual	\$45,716.40	\$48,002.22	\$50,402.33	\$52,922.45	\$55,568.57	\$58,347.00	\$61,264.35
80051	Program Coordinator	hourly	\$21.44	\$22.51	\$23.63	\$24.82	\$26.06	\$27.36	\$28.73
		monthly	\$3,715.71	\$3,901.49	\$4,096.57	\$4,301.40	\$4,516.47	\$4,742.29	\$4,979.40
		annual	\$44,588.48	\$46,817.91	\$49,158.80	\$51,616.74	\$54,197.58	\$56,907.46	\$59,752.83
80031	Program Supervisor	hourly	\$27.06	\$28.42	\$29.84	\$31.33	\$32.90	\$34.54	\$36.27
		monthly	\$4,690.89	\$4,926.43	\$5,171.70	\$5,430.29	\$5,701.80	\$5,986.89	\$6,286.24
		annual	\$56,290.66	\$59,105.19	\$62,060.45	\$65,163.47	\$68,421.65	\$71,842.73	\$75,434.87
80081	Program Supervisor Y-Rated A	hourly	\$36.85						
		monthly	\$6,387.17						
		annual	\$76,646.02						
80019	Recreation & Community Operations Supervisor	hourly	\$34.40	\$36.12	\$37.93	\$39.83	\$41.82	\$43.91	\$46.10
		monthly	\$5,963.40	\$6,261.57	\$6,574.65	\$6,903.38	\$7,248.55	\$7,610.98	\$7,991.53
		annual	\$71,560.79	\$75,138.83	\$78,895.77	\$82,840.56	\$86,982.59	\$91,331.72	\$95,898.31
80035	Senior Finance Clerk	hourly	\$20.93	\$21.97	\$23.07	\$24.22	\$25.44	\$26.71	\$28.04
		monthly	\$3,627.17	\$3,808.53	\$3,998.96	\$4,198.90	\$4,408.85	\$4,629.29	\$4,860.76
		annual	\$43,526.05	\$45,702.35	\$47,987.47	\$50,386.85	\$52,996.19	\$55,551.50	\$58,329.07
42052	Senior Housing Specialist	hourly	\$21.67	\$22.76	\$23.90	\$25.09	\$26.34	\$27.66	\$29.04
		monthly	\$3,756.77	\$3,944.61	\$4,141.84	\$4,348.93	\$4,566.38	\$4,794.70	\$5,034.43
		annual	\$45,081.27	\$47,335.33	\$49,702.10	\$52,187.20	\$54,796.56	\$57,536.39	\$60,413.21

80041	Senior Planner	hourly	\$ 34.72	\$ 36.45	\$ 38.27	\$ 40.19	\$ 42.20	\$ 44.31	\$ 46.52
		monthly	\$ 6,017.38	\$ 6,318.24	\$ 6,634.16	\$ 6,965.86	\$ 7,314.16	\$ 7,679.86	\$ 8,063.86
		annual	\$ 72,208.50	\$ 75,818.93	\$ 79,609.87	\$ 83,590.36	\$ 87,769.88	\$ 92,158.38	\$ 96,766.30

SEIU Employees

Job Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
40061	Equipment Mechanic	hourly	\$20.81	\$21.85	\$22.94	\$24.09	\$25.29	\$26.55	\$27.88
		monthly	\$3,606.37	\$3,786.69	\$3,976.03	\$4,174.83	\$4,383.57	\$4,602.75	\$4,832.89
		annual	\$43,276.48	\$45,440.30	\$47,712.32	\$50,097.93	\$52,602.83	\$55,232.97	\$57,994.62
40054	Maintenance Worker I	hourly	\$17.54	\$18.41	\$19.33	\$20.30	\$21.31	\$22.38	\$23.50
		monthly	\$3,039.46	\$3,191.43	\$3,351.00	\$3,518.55	\$3,694.48	\$3,879.20	\$4,073.16
		annual	\$36,473.49	\$38,297.16	\$40,212.02	\$42,222.62	\$44,333.75	\$46,550.44	\$48,877.96
40055	Maintenance Worker II	hourly	\$19.29	\$20.25	\$21.27	\$22.33	\$23.45	\$24.62	\$25.85
		monthly	\$3,343.46	\$3,510.63	\$3,686.16	\$3,870.47	\$4,063.99	\$4,267.19	\$4,480.55
		annual	\$40,121.50	\$42,127.57	\$44,233.95	\$46,445.65	\$48,767.93	\$51,206.33	\$53,766.64
80021	Public Works Supervisor	hourly	\$29.23	\$30.70	\$32.23	\$33.84	\$35.54	\$37.31	\$39.18
		monthly	\$5,067.38	\$5,320.75	\$5,586.79	\$5,866.13	\$6,159.43	\$6,467.40	\$6,790.77
		annual	\$60,808.56	\$63,848.99	\$67,041.44	\$70,393.51	\$73,913.19	\$77,608.85	\$81,489.29
40053	Senior Equipment Mechanic	hourly	\$22.89	\$24.03	\$25.23	\$26.49	\$27.82	\$29.21	\$30.67
		monthly	\$3,966.99	\$4,165.34	\$4,373.61	\$4,592.29	\$4,821.91	\$5,063.00	\$5,316.15
		annual	\$47,603.93	\$49,984.13	\$52,483.33	\$55,107.50	\$57,862.87	\$60,756.02	\$63,793.82
40060	Senior Maintenance Worker	hourly	\$21.29	\$22.36	\$23.47	\$24.65	\$25.88	\$27.17	\$28.53
		monthly	\$3,690.59	\$3,875.12	\$4,068.88	\$4,272.32	\$4,485.94	\$4,710.24	\$4,945.75
		annual	\$44,287.14	\$46,501.49	\$48,826.57	\$51,267.89	\$53,831.29	\$56,522.85	\$59,349.00
40062	Street Sweeper Operator	hourly	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03	\$25.23	\$26.50
		monthly	\$3,427.02	\$3,598.37	\$3,778.29	\$3,967.20	\$4,165.56	\$4,373.84	\$4,592.53
		annual	\$41,124.20	\$43,180.41	\$45,339.43	\$47,606.40	\$49,986.72	\$52,486.05	\$55,110.36

Police Officers Association (POA)

Job Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5
51047	Civilian Dispatcher	hourly	\$23.30	\$24.46	\$25.68	\$26.97	\$28.32
		monthly	\$4,038.10	\$4,240.00	\$4,452.00	\$4,674.60	\$4,908.33
		annual	\$48,457.18	\$50,880.04	\$53,424.04	\$56,095.24	\$58,900.01
51064	Civilian Dispatcher Supervisor	hourly	\$31.15	\$32.71	\$34.35	\$36.06	\$37.87
		monthly	\$5,399.96	\$5,669.96	\$5,953.46	\$6,251.13	\$6,563.69
		annual	\$64,799.54	\$68,039.52	\$71,441.49	\$75,013.57	\$78,764.24
51029	Community Service Officer	hourly	\$23.86	\$25.05	\$26.30	\$27.62	\$29.00
		monthly	\$4,135.31	\$4,342.08	\$4,559.18	\$4,787.14	\$5,026.50
		annual	\$49,623.78	\$52,104.96	\$54,710.21	\$57,445.72	\$60,318.01
51041	Parking Enforcement Officer	hourly	\$23.86	\$25.05	\$26.30	\$27.62	\$29.00
		monthly	\$4,135.31	\$4,342.08	\$4,559.18	\$4,787.14	\$5,026.50
		annual	\$49,623.78	\$52,104.96	\$54,710.21	\$57,445.72	\$60,318.01
50076	Police Officer	hourly	\$36.35	\$38.17	\$40.08	\$42.08	\$44.19
		monthly	\$6,300.96	\$6,616.01	\$6,946.81	\$7,294.15	\$7,658.85
		annual	\$75,611.50	\$79,392.07	\$83,361.68	\$87,529.76	\$91,906.25
51039	Police Records Specialist I	hourly	\$17.49	\$18.36	\$19.28	\$20.25	\$21.26
		monthly	\$3,031.58	\$3,183.16	\$3,342.32	\$3,509.44	\$3,684.91
		annual	\$36,378.99	\$38,197.94	\$40,107.84	\$42,113.23	\$44,218.89
51040	Police Records Specialist II	hourly	\$19.30	\$20.27	\$21.28	\$22.35	\$23.46
		monthly	\$3,346.12	\$3,513.43	\$3,689.10	\$3,873.55	\$4,067.23
		annual	\$40,153.44	\$42,161.11	\$44,269.17	\$46,482.63	\$48,806.76
52085	Police Sergeant	hourly	\$45.54	\$47.82	\$50.21	\$52.72	\$55.36
		monthly	\$7,894.08	\$8,288.78	\$8,703.22	\$9,138.38	\$9,595.30
		annual	\$94,728.91	\$99,465.36	\$104,438.62	\$109,660.55	\$115,143.58
51062	Police Technician	hourly	\$24.67	\$25.90	\$27.20	\$28.56	\$29.98
		monthly	\$4,275.62	\$4,489.40	\$4,713.87	\$4,949.56	\$5,197.04
		annual	\$51,307.39	\$53,872.76	\$56,566.39	\$59,394.71	\$62,364.45

Police Officers Association (POA)

Job Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5
51071	Public Safety Trainee	hourly	\$27.13				
		monthly	\$4,701.98				
		annual	\$56,423.71				
51065	Records Supervisor	hourly	\$28.59	\$30.02	\$31.52	\$33.09	\$34.75
		monthly	\$4,954.87	\$5,202.62	\$5,462.75	\$5,735.89	\$6,022.68
		annual	\$59,458.49	\$62,431.42	\$65,552.99	\$68,830.64	\$72,272.17

Police Management Employees Association (PMEA)

Job Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
30090	Police Captain	hourly	\$59.97	\$62.96	\$66.11	\$69.42	\$72.89	\$76.53	\$80.36
		monthly	\$10,394.09	\$10,913.79	\$11,459.48	\$12,032.45	\$12,634.08	\$13,266.78	\$13,929.07
		annual	\$124,729.03	\$130,965.48	\$137,513.75	\$144,389.44	\$151,608.91	\$159,189.36	\$167,148.83
30089	Police Lieutenant	hourly	\$51.47	\$54.04	\$56.74	\$59.58	\$62.56	\$65.69	\$68.97
		monthly	\$8,921.01	\$9,367.06	\$9,835.42	\$10,327.19	\$10,843.55	\$11,385.72	\$11,955.01
		annual	\$107,052.14	\$112,404.75	\$118,024.99	\$123,926.24	\$130,122.55	\$136,628.67	\$143,460.11

Part-Time Employees

Range Number	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
PT1	Cashier	hourly \$13.00	\$13.26	\$13.53	\$13.80	\$14.07	\$14.35	\$14.64
	Youth Employment Participant	hourly \$13.00	\$13.26	\$13.53	\$13.80	\$14.07	\$14.35	\$14.64
PT2	Recreation Leader I	hourly \$13.26	\$13.53	\$13.80	\$14.07	\$14.35	\$14.64	\$14.93
	Nutrition Assistant	hourly \$13.26	\$13.53	\$13.80	\$14.07	\$14.35	\$14.64	\$14.93
	Office Clerk I	hourly \$13.26	\$13.53	\$13.80	\$14.07	\$14.35	\$14.64	\$14.93
PT3		hourly \$13.53	\$13.80	\$14.07	\$14.35	\$14.64	\$14.93	\$15.23
PT4	Recreation Leader II	hourly \$13.80	\$14.07	\$14.35	\$14.64	\$14.93	\$15.23	\$15.54
	Office Clerk II	hourly \$13.80	\$14.07	\$14.35	\$14.64	\$14.93	\$15.23	\$15.54
PT5	Intern	hourly \$14.07	\$14.35	\$14.64	\$14.93	\$15.23	\$15.54	\$15.85
	Police Cadet	hourly \$14.07	\$14.35	\$14.64	\$14.93	\$15.23	\$15.54	\$15.85
PT6	Recreation Leader III	hourly \$14.35	\$14.64	\$14.93	\$15.23	\$15.54	\$15.85	\$16.16
PT7	Department Assistant	hourly \$14.64	\$14.93	\$15.23	\$15.54	\$15.85	\$16.16	\$16.49
	Computer Assistant	hourly \$14.64	\$14.93	\$15.23	\$15.54	\$15.85	\$16.16	\$16.49
	Maintenance Assistant	hourly \$14.64	\$14.93	\$15.23	\$15.54	\$15.85	\$16.16	\$16.49
PT8	Recreation Leader IV	hourly \$14.93	\$15.23	\$15.54	\$15.85	\$16.16	\$16.49	\$16.82
PT9	Maintenance Assistant II	hourly \$15.23	\$15.54	\$15.85	\$16.16	\$16.49	\$16.82	\$17.15
PT10	Recreation Leader V	hourly \$15.54	\$15.85	\$16.16	\$16.49	\$16.82	\$17.15	\$17.50
	Assistant Boxing Coach	hourly \$15.54	\$15.85	\$16.16	\$16.49	\$16.82	\$17.15	\$17.50
	Fleet Assistant	hourly \$15.54	\$15.85	\$16.16	\$16.49	\$16.82	\$17.15	\$17.50
	Building Aide	hourly \$15.54	\$15.85	\$16.16	\$16.49	\$16.82	\$17.15	\$17.50
PT11	Lifeguard	hourly \$15.85	\$16.16	\$16.49	\$16.82	\$17.15	\$17.50	\$17.85
PT12	Water Safety Instructor	hourly \$16.16	\$16.49	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20
PT13	Fleet Assistant II	hourly \$16.49	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57

PT14	Swim Coach	hourly	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94
	Police Specialist	hourly	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94
	Computer Specialist	hourly	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94
	Program Specialist I	hourly	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94
	Housing Specialist I	hourly	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94
PT15		hourly	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32
PT16	Head Lifeguard	hourly	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70
	Planning Technician	hourly	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70
	Community Enhancement Technician	hourly	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70
	Parking Enforcement Officer	hourly	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70
PT17	Program Specialist II	hourly	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10
	Housing Specialist II	hourly	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10
	Rehabilitation Housing Specialist	hourly	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10
PT18	Head Boxing Coach	hourly	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50
PT19	Human Resources Generalist	hourly	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91
	Finance Generalist	hourly	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91
	Housing Generalist	hourly	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91
	Aquatic Manager	hourly	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91
PT20	Domestic Violence Advocate	hourly	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91	\$21.33
PT21		hourly	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91	\$21.33	\$21.75
PT22		hourly	\$19.70	\$20.10	\$20.50	\$20.91	\$21.33	\$21.75	\$22.19
PT23		hourly	\$20.10	\$20.50	\$20.91	\$21.33	\$21.75	\$22.19	\$22.63
PT24		hourly	\$20.50	\$20.91	\$21.33	\$21.75	\$22.19	\$22.63	\$23.09
PT25	Sign Language Interpreter	hourly	\$20.91	\$21.33	\$21.75	\$22.19	\$22.63	\$23.09	\$23.55
PT26		hourly	\$21.33	\$21.75	\$22.19	\$22.63	\$23.09	\$23.55	\$24.02
PT27		hourly	\$21.75	\$22.19	\$22.63	\$23.09	\$23.55	\$24.02	\$24.50
PT28		hourly	\$22.19	\$22.63	\$23.09	\$23.55	\$24.02	\$24.50	\$24.99

PT29	Civilian Dispatcher		hourly	\$22.63	\$23.09	\$23.55	\$24.02	\$24.50	\$24.99	\$25.49
PT30	Reserve Police Officer		hourly	\$23.09	\$23.55	\$24.02	\$24.50	\$24.99	\$25.49	\$26.00

CITY OF BALDWIN PARK

Pay Schedule

CA Code of Regulations (CCR 570.5)

Effective January 1, 2021

Part-Time Employees

Range Number	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
PT1	Cashier	hourly					\$14.07	\$14.35	\$14.64
	Youth Employment Participant	hourly					\$14.07	\$14.35	\$14.64
PT2	Recreation Leader I	hourly					\$14.07	\$14.35	\$14.64
	Nutrition Assistant	hourly					\$14.07	\$14.35	\$14.64
	Office Clerk I	hourly					\$14.07	\$14.35	\$14.64
PT3		hourly					\$14.07	\$14.35	\$14.64
PT4	Recreation Leader II	hourly					\$14.07	\$14.35	\$14.64
	Office Clerk II	hourly					\$14.07	\$14.35	\$14.64
PT5	Intern	hourly					\$14.07	\$14.35	\$14.64
	Police Cadet	hourly					\$14.07	\$14.35	\$14.64
PT6	Recreation Leader III	hourly					\$14.07	\$14.35	\$14.64
PT7	Department Assistant	hourly					\$14.07	\$14.35	\$14.64
	Computer Assistant	hourly					\$14.07	\$14.35	\$14.64
	Maintenance Assistant	hourly					\$14.07	\$14.35	\$14.64
PT8	Recreation Leader IV	hourly					\$14.07	\$14.35	\$14.64
PT9	Maintenance Assistant II	hourly					\$14.07	\$14.35	\$14.64
PT10	Recreation Leader V	hourly					\$14.07	\$14.35	\$14.64
	Assistant Boxing Coach	hourly					\$14.07	\$14.35	\$14.64
	Fleet Assistant	hourly					\$14.07	\$14.35	\$14.64
	Building Aide	hourly					\$14.07	\$14.35	\$14.64

[illegible]

PT14	Swin Coach	hourly	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94
	Police Specialist	hourly	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94
	Computer Specialist	hourly	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94
	Program Specialist I	hourly	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94
	Housing Specialist I	hourly	\$16.82	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94
PT15		hourly	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32
PT16	Head Lifeguard	hourly	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70
	Planning Technician	hourly	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70
	Community Enhancement Technician	hourly	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70
	Parking Enforcement Officer	hourly	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70
PT17	Program Specialist II	hourly	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10
	Housing Specialist II	hourly	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10
	Rehabilitation Housing Specialist	hourly	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10
PT18	Head Boxing Coach	hourly	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50
PT19	Human Resources Generalist	hourly	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91
	Finance Generalist	hourly	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91
	Housing Generalist	hourly	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91
	Aquatic Manager	hourly	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91
PT20	Domestic Violence Advocate	hourly	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91	\$21.33
PT21		hourly	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91	\$21.33	\$21.75
PT22		hourly	\$19.70	\$20.10	\$20.50	\$20.91	\$21.33	\$21.75	\$22.19
PT23		hourly	\$20.10	\$20.50	\$20.91	\$21.33	\$21.75	\$22.19	\$22.63
PT24		hourly	\$20.50	\$20.91	\$21.33	\$21.75	\$22.19	\$22.63	\$23.09

Attachment 3
Resolution No. 2020-005 – Revised
Comprehensive Pay Schedule

RESOLUTION NO. 2020-005

A RESOLUTION OF THE CITY COUNCIL TO ADOPT A SALARY RESOLUTION TO ESTABLISH A COMPREHENSIVE PAY SCHEDULE FOR ALL FULL TIME EMPLOYEES, PART TIME EMPLOYEES AND ELECTED OFFICIALS IN ACCORDANCE WITH CALPERS GUIDELINES.

WHEREAS, California Employees Retirement System (CalPERS) does require all government agencies to provide and make available to the public the salary of all full-time employees, part-time employees and Elected Officials in a single salary format specified by CalPERS whenever salary adjustments are made; and

WHEREAS, the City of Baldwin Park has created a seven step salary range for the Assistant Planner and Senior Planner positions; and

WHEREAS, the City of Baldwin Park has deleted the part-time Planning Technician position from the salary schedule; and

WHEREAS, the City of Baldwin Park compiled the necessary salary data to create a single salary schedule required in compliance with the requirements of CalPERS and has attached said report to this resolution as with the date, February 19, 2020 referred to as Exhibit B.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Baldwin Park adopts CC Resolution No. 2020-005 to create the Comprehensive City of Baldwin Park Pay Schedule that includes pay rate information for all full-time and part-time employees as well as Elected Officials.

PASSED, APPROVED, AND ADOPTED this 19th day of February 2020.

MANUEL LOZANO
MAYOR

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

I, JEAN M. AYALA, City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-005** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **February 19, 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

Attachment 4

**Resolution No. 2020-006 – Updated Job
Classification to Include Asst. Planner/
Assoc. Planner/Sr. Planner**

RESOLUTION NO. 2020-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING A NEW JOB CLASSIFICATION PLAN IN ACCORDANCE WITH APPLICABLE RULES AND REGULATIONS.

WHEREAS, the City of Baldwin Park, has created a new position of Assistant Planner and Senior Planner and;

WHEREAS, the class specifications for Assistant Planner and Senior Planner have been created to reflect the essential duties, responsibilities, competencies and minimum qualifications; and

WHEREAS, the City of Baldwin Park, has revised the class specification for Associate Planner and;

WHEREAS, the class specification for Associate Planner has been revised to reflect the essential duties, responsibilities, competencies and minimum qualifications; and

WHEREAS, the City of Baldwin Park has attached the class specifications referred to as Exhibit A.

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 the creation of Assistant Planner and Senior Planner and approves the revision of the Associate Planner specification, and approves the Job Classification Plan, as modified to be effective February 19, 2020, attached here to as Exhibit B.

Section 2. This Resolution shall take effect immediately upon its adoption.

Section 3. This City Clerk shall enter this Resolution into the official book of resolutions.

PASSED, APPROVED, AND ADOPTED this 19th day of February, 2020.

MANUEL LOZANO
MAYOR

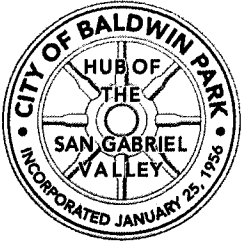
ATTEST:
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK } **SS:**

I, JEAN M. AYALA, City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-006** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **February 19, 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

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Benjamin Martinez, Director of Community Development *BM*
DATE: February 19, 2020
SUBJECT: Repeal of Ordinance No. 1444 Regulating Rent Increases and Evictions with the Adoption of Ordinance No. 1451

SUMMARY

The report requests the City Council introduce for first reading Ordinance No. 1451 repealing Ordinance No. 1444 and corresponding sections of the Baldwin Park Municipal Code relating to regulating rent increases and evictions.

RECOMMENDATION

Staff recommends City Council introduce for first reading Ordinance No. 1451 entitled " AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, REPEALING ORDINANCE NO. 1444 AND BALDWIN PARK MUNICIPAL CODE SECTIONS 128.01 THROUGH 128.12 RELATING TO REGULATING RENT INCREASES AND EVICTIONS."

FISCAL IMPACT

There is no fiscal impact.

BACKGROUND

With the adoption of Ordinance No. 1447 by the City Council on December 4, 2019, related to rent stabilization, it is recommended that Ordinance No. 1444 be repealed. Ordinance No. 1444 was intended to be a temporary measure to freeze rents for 180 days and require "just cause" evictions to help prevent landlords from spiking rents or arbitrarily evicting tenants until a rental stabilization ordinance was adopted by the City Council. Now that Ordinance No. 1447 has been adopted and is in effect as of January 3, 2020, Ordinance No. 1444 is no longer needed. It should be noted that Ordinance No. 1447 also contains "just cause" eviction provisions along with a temporary rent freeze for 120 days or until April 2, 2020.

LEGAL REVIEW

The City Attorney has reviewed this staff report and ordinance and has finalized its form and content.

ALTERNATIVES

The City Council may decide not to pursue this repeal ordinance.

ATTACHMENTS

1. Ordinance No. 1451

Attachment 1
Ordinance No. 1451

ORDINANCE NO. 1451

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, REPEALING ORDINANCE NO. 1444 AND BALDWIN PARK MUNICIPAL CODE SECTIONS 128.01 THROUGH 128.12 RELATING TO AN URGENCY ORDINANCE REGULATING RENT INCREASES AND EVICTIONS.

WHEREAS, the City of Baldwin Park adopted Urgency Ordinance No. 1444 creating a freeze on rents from September 4, 2019 to March 2, 2020 throughout the City of Baldwin Park on November 2, 2019; and,

WHEREAS, the City of Baldwin Park later adopted Ordinance No. 1447 (Rent Stabilization Ordinance) on December 4, 2019 which prohibited certain residential units from rent increase in excess of three percent (3%) and as further defined in Ordinance No. 1447; and,

WHEREAS, Ordinance No. 1447 also provided for a temporary freeze on rents for 120 days from the adoption of the ordinance, or April 3, 2020, thus the provisions under Ordinance No. 1444 are no longer needed;

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

SECTION 1. Ordinance No. 1444 entitled "An Ordinance of the City Council of the City of Baldwin Park, California Amending Sections 128.01 through 128.12 of the Baldwin Park Municipal Code Relating to An Urgency Ordinance Regulating Rent Increases and Evictions" is hereby repealed.

SECTION 2. Baldwin Park Municipal Code Sections 128.01 through 128.12 are hereby repealed.

SECTION 3. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final reading and adoption.

First read at a regular meeting of the City Council of the City of Baldwin Park held on the 19th day of February, 2020, and adopted and ordered published at a regular meeting of said Council on the _____ day of _____, 2020.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2020.

MANUEL LOZANO
MAYOR

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK

} SS:

I, JEAN M. AYALA, City Clerk of the City of Baldwin Park, do hereby certify that the foregoing Ordinance was introduced and placed upon its first reading at a regular meeting of the City Council on February 19, 2020. Thereafter, said **Ordinance No. 1451** was duly approved and adopted at a regular meeting of the City Council on _____, 2020 by the following vote to wit:

AYES: COUNCIL MEMBERS:

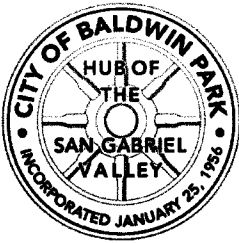
NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

JEAN M. AYALA
CITY CLERK

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
 FROM: Sam Gutierrez, Director of Public Works *SG*
 DATE: February 19, 2020
 SUBJECT: Authorize Equipment Purchase of After-Market Utility Upgrades for Newly Leased Compressed Natural Gas (CNG) Vehicles

SUMMARY

This item seeks City Council consideration of approval to purchase after-market utility upgrades for three (3) newly leased Ford F-250 pick-up trucks. The leased vehicles will replace existing vehicles with similar utility features currently in use. Two (2) vehicles will be assigned to the Recreation and Community Services Department and one (1) will be assigned to the Public Works Department.

RECOMMENDATION

It is recommended that the City Council:

1. Authorize the Director of Finance to appropriate \$44,174.56 to the General Fleet Services, Fund 402, Account #402-50-590-58110-00000 and to make the necessary transfers and adjustments; and
2. Authorize the Director of Public Works to process the payment for the purchase.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The purchase is funded as shown below:

Description		Amount
Transfer	From Acct. #402-50-590-53100-00000 to Acct. #402-50-590-58110-00000	\$22,174.56
	From Acct. #402-50-590-53371-00000 to Acct. #402-50-590-58110-00000	\$22,000.00
Total Funds		\$44,174.56

BACKGROUND

On May 16, 2018 the City Council approved the implementation of a Vehicle Leasing Program in an effort to reduce fleet costs and provide a more efficient fleet. Since then, the program has brought in 21 new leased energy efficient vehicles that take advantage of the newest, most efficient, environmentally friendly technologies such as electric power, gas-electric hybrids and compressed natural gas (CNG). These vehicles have displaced older, inefficient, environmentally detrimental vehicles. Included in the order were three (3) CNG Ford F-250 Pick-up trucks.

DISCUSSION

The newly leased CNG pick-up trucks will replace three vehicles of similar capabilities within the Recreation and Community Services and the Public Works Departments. The vehicles to be replaced are over 15-years old and have served their useful life. The displaced vehicles will be sent to auction and have the proceeds of the sale applied to offset costs the leasing program. After-market utility upgrades include CNG conversion and large utility boxes installed on all trucks and two (2) of the trucks will have a 1,500-lbs liftgate installed. A 4-bar ladder rack tow hitch with wiring, light bar on the roof with six (6) strobe lights, two lights (2) on the front and two (2) in the rear and a control box inside the cab

will also be installed on all vehicles. The vehicles will be assigned to facilities and park maintenance staff once the City takes delivery of them.

ENVIRONMENTAL CONSIDERATIONS:

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

The City Council may choose:

1. The City Council may choose not to approve the purchase of the after-market utility upgrades. This action is not recommended as the new leased vehicles are ready to be deployed to the appropriate departments for use.
2. City Council may direct staff with a desired alternative.

LEGAL REVIEW

None required.

ATTACHMENTS

1. After-Market Capitalized Reduction Invoice and supporting documents.

Attachment 1
After-Market Capitalized Reduction
Invoice and Supporting Documents



CAPITALIZED COST REDUCTION INVOICE

City of Baldwin Park (564902)

Attn: Samuel Gutierrez

February 1, 2020

Unit #	Yr/Mk/Mdl	State	VIN #	Cap Cost Reduction	Tax	Total Due
1 234MFC	2019 Ford F-250 XL 4x2	CA	1FDBF2A69KEF79111	\$13,915.50	\$1,321.97	\$15,237.47
234ZPF	2019 Ford F-250 XL 4x2	CA	1FDBF2A67KEF79110	\$13,915.50	\$1,321.97	\$15,237.47
234ZPH	2019 Ford F-250 XL 4x2	CA	1FDBF2A60KEF79112	\$12,511.07	\$1,188.55	\$13,699.62

PLEASE DETACH AND SUBMIT WITH PAYMENT

REMIT TO:
ENTERPRISE FLEET MANAGEMENT
ATTN: Michelle Arias
1400 N. Kellogg Dr. Suite G
Anaheim, CA 92807
Telephone: (714) 463-7616
E-mail: Michelle.A.Arias@efleets.com

Unit #	Grand Total
234MFC	
234ZPF	
234ZPH	
	\$44,174.56

Open-End (Equity) Lease Rate Quote

No Letter
2342PH
Quote No: 4200607
X1 Gm

Prepared For: City of Baldwin Park
Gutierrez, Samuel

Date 03/01/2019
AE/AM TTW/M7B

Unit #

Year 2019 Make Ford Model F-250

Series XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW

Vehicle Order Type Ordered Term 60 State CA Customer# 564902

\$ 50,041.13 Capitalized Price of Vehicle¹
\$ 0.00 * Sales Tax 0.0000% State CA
\$ 829.85 * Initial License Fee
\$ 0.00 * Registration Fee
\$ 325.00 Other: (See Page 2)
\$ 12,511.07 * Capitalized Price Reduction
\$ 1,188.55 * Tax on Capitalized Price Reduction
\$ 0.00 Gain Applied From Prior Unit
\$ 0.00 * Tax on Gain On Prior
\$ 0.00 * Security Deposit
\$ 0.00 * Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 37,855.06 Total Capitalized Amount (Delivered Price)

\$ 511.04 Depreciation Reserve @ 1.3500%

\$ 185.36 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 696.40 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 66.16 Sales Tax 9.5000%

\$ 762.56 Total Monthly Rental including Additional Services

\$ 7,192.66 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Medium Earth Gray w/Cloth 40/20/40 Spl

Lic. Plate Type Exempt

GVWR 0

Comp/Coll Deductible 0/0

OverMileage Charge \$ 0.0350 Per Mile

Tires 0

Loaner Vehicle Not Included

State CA

Quote based on estimated annual mileage of 5,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Baldwin Park

BY

TITLE Supervisor/Fleet Division

DATE 03/06/2019

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
CNG Conversion	C	\$ 11,400.00
Pacific Quote 6869	C	\$ 10,066.00
Black & White Lighting Quote 1451	C	\$ 3,556.13
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 25,022.13
Aftermarket Equipment Total		\$ 25,022.13

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 325.00
Other Charges Total		\$ 325.00

**VEHICLE INFORMATION:**

2019 Ford F-250 XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW - US

Series ID: F2A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 31,493.00	\$ 33,150.00
Total Options	\$ 1,263.00	\$ 1,390.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 34,351.00	\$ 36,135.00

SELECTED COLOR:

Exterior: Z1 - (0 P) Oxford White

Interior: 1S - (0 I) Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$ 91.00	\$ 100.00
142WB	142" Wheelbase	STD	STD
1S_02	(0 I) Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat	NC	NC
425	50-State Emissions System	STD	STD
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
52B	Trailer Brake Controller	\$ 246.00	\$ 270.00
54K	Manual Telescoping/Folding Trailer Tow Mirrors	Included	Included
587	Radio: AM/FM Stereo	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
66D	Pickup Box Delete	\$ -569.00	\$ -625.00
66DRBD	Rear Bumper Delete	Included	Included
66DSPR	Spare Wheel, Tire, Carrier & Jack Delete	Included	Included
872	Rear View Camera & Prep Kit	\$ 377.00	\$ 415.00
90L	Power Equipment Group	\$ 832.00	\$ 915.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
98F	CNG/Propane Gaseous Engine Prep Package	\$ 286.00	\$ 315.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 9,950 lb Payload Package	Included	Included
TD8	Tires: LT245/75R17E BSW A/S (4)	Included	Included
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Body Material: aluminum body material
: class V trailering with hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Front Cupholder: front cupholder
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: covered dashboard storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Speakers: 8 speakers
1st Row LCD: 2 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Underhood Light: underhood light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Door Ajar Warning: door-ajar warning

Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS: four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag

Height Adjustable Seatbelts: height adjustable front seatbelts

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Ignition Disable: SecuriLock Immobilizer

Security System: security system

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity: max. seating capacity of 3

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Lumbar: manual driver and passenger lumbar support

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Leather Upholstery: cloth front seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine: 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission: 6-speed automatic w/ OD and auto-manual

Open-End (Equity) Lease Rate Quote

Quote No: 4171000

234MFC 234ZPF

Prepared For: City of Baldwin Park
Gutierrez, Samuel

Date 02/15/2019
AE/AM TTW/M7B

Unit #

Year 2019 Make Ford Model F-250

Series XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW

Vehicle Order Type Ordered Term 60 State CA Customer# 564902

\$ 52,849.13 Capitalized Price of Vehicle¹
\$ 0.00 * Sales Tax 0.0000% State CA
\$ 866.35 * Initial License Fee
\$ 0.00 * Registration Fee
\$ 325.00 Other: (See Page 2)
\$ 13,915.50 * Capitalized Price Reduction
\$ 1,321.97 * Tax on Capitalized Price Reduction
\$ 0.00 Gain Applied From Prior Unit
\$ 0.00 * Tax on Gain On Prior
\$ 0.00 * Security Deposit
\$ 0.00 * Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 39,258.63 Total Capitalized Amount (Delivered Price)

\$ 529.99 Depreciation Reserve @ 1.3500%

\$ 191.34 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 721.33 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 68.53 Sales Tax 9.5000%

State CA

\$ 789.86 Total Monthly Rental Including Additional Services

\$ 7,459.23 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Medium Earth Gray w/Cloth 40/20/40 Spl

Lic. Plate Type * Exempt

GVWR 0

Comp/Coil Deductible 0/0

OverMileage Charge \$ 0.0350 Per Mile

Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 5,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

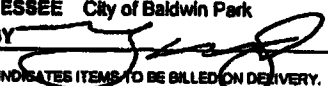
Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Baldwin Park

BY  3/1/19 TITLE Supervisor

DATE 3/1/19

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4171000

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
CNG Conversion	C	\$ 11,400.00
Pacific Quote 6767	C	\$ 12,874.00
Black & White Lighting Quote 1451	C	\$ 3,556.13
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 27,830.13
Aftermarket Equipment Total		\$ 27,830.13

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 325.00
Other Charges Total		\$ 325.00



FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4171000

VEHICLE INFORMATION:

2019 Ford F-250 XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW - US

Series ID: F2A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 31,493.00	\$ 33,150.00
Total Options	\$ 1,263.00	\$ 1,390.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 34,351.00	\$ 36,135.00

SELECTED COLOR:

Exterior: Z1 - (0 P) Oxford White

Interior: 1S - (0 I) Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$ 91.00	\$ 100.00
142WB	142" Wheelbase	STD	STD
1S_02	(0 I) Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat	NC	NC
425	50-State Emissions System	STD	STD
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
52B	Trailer Brake Controller	\$ 246.00	\$ 270.00
54K	Manual Telescoping/Folding Trailer Tow Mirrors	Included	Included
587	Radio: AM/FM Stereo	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
66D	Pickup Box Delete	\$ -569.00	\$ -625.00
66DRBD	Rear Bumper Delete	Included	Included
66DSPR	Spare Wheel, Tire, Carrier & Jack Delete	Included	Included
872	Rear View Camera & Prep Kit	\$ 377.00	\$ 415.00
90L	Power Equipment Group	\$ 832.00	\$ 915.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
98F	CNG/Propane Gaseous Engine Prep Package	\$ 286.00	\$ 315.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 9,950 lb Payload Package	Included	Included
TD8	Tires: LT245/75R17E BSW A/S (4)	Included	Included
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features

Number Of Doors: 2

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator

Convex Driver Mirror: convex driver and passenger mirror

Mirror Type: manual extendable trailer mirrors

Door Handles: black

Front And Rear Bumpers: black front and rear bumpers with black rub strip

Front Tow Hooks: 2 front tow hooks

Front License Plate Bracket: front license plate bracket

Body Material: aluminum body material

: class V trailering with hitch, brake controller

Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning

Air Filter: air filter

Power Windows: power windows with driver and passenger 1-touch down

Remote Keyless Entry: keyfob (all doors) remote keyless entry

Illuminated Entry: illuminated entry

Integrated Key Remote: integrated key/remote

Steering Wheel: steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Auto-dimming Rearview Mirror: auto-dimming rearview mirror

Front Cupholder: front cupholder

Glove Box: illuminated locking glove box

Driver Door Bin: driver and passenger door bins

Dashboard Storage: covered dashboard storage

IP Storage: bin instrument-panel storage

Retained Accessory Power: retained accessory power

Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan

Speakers: 8 speakers

1st Row LCD: 2 1st row LCD monitor

Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps

Cab Clearance Lights: cargo bed light

Underhood Light: underhood light

Front Wipers: variable intermittent wipers

Tinted Windows: light-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting

Display Type: analog display

Tachometer: tachometer

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer

Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge

Water Temp Gauge: water temp. gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock

Systems Monitor: systems monitor

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecurLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity: max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: cloth front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine: 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission: 6-speed automatic w/ OD and auto-manual



**LANDIRENZO®
U S A**

**Eco-Ready Fleets.
Better Strategy. Better Solution.**

QUOTE / ORDER FORM

Landi Renzo has over 60 years of global experience providing millions of alternative fuel systems in over 60 countries. As a Ford Qualified Vehicle Modifier (QVM) system developer and installer, Landi Renzo is recognized as a leader in supplying alternative fuel systems in the United States.

Quote #	012619_Enterprise
Model Year	2019
Fuel Type	Dedicated
Configuration	Regular Cab
Drive Type	4x2
P/U or Chassis	Pickup
Wheelbase/CA	
GVWR	
Bed Length	8 Foot
Shipping	FOB Destination
GGE	17GGE

Date

1/26/19

Customer

Enterprise

End User

City of Baldwin

Point of Contact

Marbella Borja

F-250/350

6.2L

with Gaseous Prep Option

- CARB Certified for MY2019.
- Includes entire system installed (low pressure and high pressure). Labor included.
- Vehicle is FMVSS compliant - physical crash test completed in June 2017.
- Complies with all federal, state, and local requirements - to include Ford QVM guidelines.
- Warranty is an industry leading 3 years or 50,000 miles.
- As a Ford QVM system, Ford warranty NOT voided - remains intact.
- Vehicle must be 4x2 SRW. Vehicle must also be 8' bed - not 6 3/4' bed. No cab chassis.
- Includes (2) Type 1 cylinders underbody. Total of 17GGE.
- CNG installation will be completed at our Ford QVM office in Torrance, CA.
- Enterprise responsible for shipping to/from our facility in Torrance, CA.
- Units should arrive from Pacific with bodies/equipment already installed.

- 1) Vehicle must be ordered with Ford Gaseous Fuel Prep Engine.
 - 2) Standard product is 4-6 weeks; custom/unique products vary.
 - 3) Quote is valid for 90 days from quote.
 - 4) Landi Renzo USA not responsible for dealership floor planning costs.
 - 5) Pricing does not include any tax or transportation costs (if applicable).
 - 6) Once signed/returned, this Quote becomes a valid Purchase Order.
- Please send to gsheffer@landiusa.com

Per Unit	\$ 11,400
Units	6
Total	\$ 68,400

Accepted By

Date

3/7/19

QUOTATION

pacific truck equipment inc.

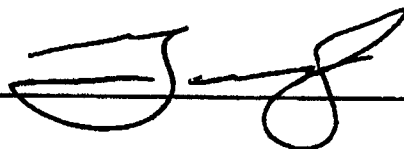
1655 e. washington blvd. Whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

X1

DATE ENTERED 2/28/2019		CUST. P.O.		TERMS Net 10 ...		TAXABLE YES NO		ESTIMATE # 6869
TO	ENTERPRISE FLEET SERVICES 17210 S MAIN STREET GARDENA CA 90248			DATE REQUESTED 1/25/2019		TRUCK DUE DATE		
				BUYER'S NAME MARBELLA BORJA		WRITTEN BY J.K.		
				HOW SHIP				
SHIP TO	CITY OF BALDWIN PARK (2 UNITS)			SPECIFICATIONS				
				MAKE / MODEL / YEAR / COLOR / C.A DIM FORD, F250 REG CAB				
				DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB SRW CHASSIS				

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A	1	96401549 VF PAINTED WHITE AND INSTALLED	9,034.00	9,034.00
B	1	INTERNAL LOCK BAR SYSTEM	0.00	0.00
C	1	TAPERED OVERCAB RACK WITH REAR REMOVABLE BAR	0.00	0.00
D	1	REAR STEP BUMPER	0.00	0.00
E	1	LEGAL LIGHTS INSTALLED	0.00	0.00
F	1	10,000# RECEIVER HITCH AND PLUG	0.00	0.00
G	1	FURNISH AND INSTALL (1) EACH AUDIO VOX BACK UP CAMERA TO FACTORY SYSTEM WITH INTERFACE	1,032.00	1,032.00
		* NO OTHER ITEMS INCLUDED	0.00	0.00
		* CNG TANKS MUST NOT INTERFERE WITH UTILITY BODY MOUNTING	0.00	0.00

 3/7/19

Sub Total	\$10,066.00
Sales Tax	\$0.00
Total	\$10,066.00

QUOTATION**pacific truck equipment inc.**

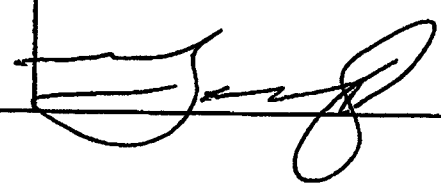
1655 e. washington blvd. Whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

XZ

DATE ENTERED 1/25/2019		CUST. P.O.		TERMS Net 10 -		TAXABLE YES NO		ESTIMATE # 6767	
TO ENTERPRISE FLEET SERVICES 17210 S MAIN STREET GARDENA CA 90248		DATE REQUESTED 1/25/2019		TRUCK DUE DATE		SPECIFICATIONS MAKE / MODEL / YEAR / COLOR / C.A DIM FORD, F250 REG CAB DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB SRW CHASSIS			
		BUYER'S NAME MARBELLA BORJA		WRITTEN BY J.K.					
		HOW SHIP							
SHIP TO CITY OF BALDWIN PARK (2 UNITS)									

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A	1	96401549 VF PAINTED WHITE AND INSTALLED	11,842.00	11,842.00
B	1	INTERNAL LOCK BAR SYSTEM	0.00	0.00
C	1	TAPERED OVERCAB RACK WITH REAR REMOVABLE BAR	0.00	0.00
D	1	TOMMY LIFTGATE MODEL# G2-54-1342TP27 PAINTED BLACK AND INSTALLED 1,300# CAP.	0.00	0.00
E	1	LEGAL LIGHTS INSTALLED IN SURFACE MOUNT LIGHT BOXES AT REAR	0.00	0.00
F	1	10,000# RECEIVER HITCH AND PLUG	0.00	0.00
G	1	FURNISH AND INSTALL (1) EACH AUDIO VOX BACK UP CAMERA TO FACTORY SYSTEM WITH INTERFACE	1,032.00	1,032.00
		* NO OTHER ITEMS INCLUDED	0.00	0.00
		* CNG TANKS MUST NOT INTERFERE WITH UTILITY BODY MOUNTING	0.00	0.00

 3/7/19

Sub Total	\$12,874.00
Sales Tax	\$0.00
Total	\$12,874.00



590 South Vincent Avenue
Azusa, CA 91702

Quote

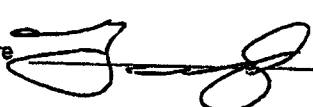
Date	Estimate #
2/8/2019	1451

Name / Address
City of Baldwin Park 14403 E. Pacific Avenue Baldwin Park, CA 91706

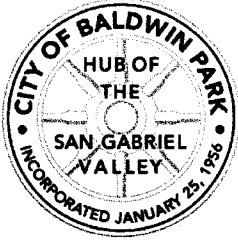
Ship To
City of Baldwin Park 14403 E. Pacific Avenue Baldwin Park, CA 91706

		Customer		Terms	
		2019 Ford F-250		Net 30	
Item	Description	Qty	Rate	Total	
21TRPL52A6	Code 3 21 TR Lightbar with TRS9 LED Modules with Arrowstik, Alleys, and Takedowns	1	1,266.00	1,266.00T	
NASCC	Arrowstick Controller for CC Arrowstik	1	128.66	128.66T	
450R-L6	Remote Rocker Max Pak switch box, programmable, 6 backlit buttons control head	1	189.05	189.05T	
MR6-A	Code 3 Surface Mount Amber LED	6	65.00	390.00T	
8025	Screw Terminal Fuse Block 6 Circuit W/Cover and Negative Bus and Blown Fuse Indicator	1	29.95	29.95T	
WIRE&TERMINALS	Wire, Terminals, Tie-Wraps, & Hardware	1	75.00	75.00T	
Shop Labor	Installation of Lightbar, 2 Side Fender LED, 2 Rear LED, and 2 Grill LEDs, and light controllers into a 2019 Ford F-250	16	80.00	1,280.00	
Quotes are subject to change and are Valid for 30 Days			Subtotal	\$3,358.66	
			Sales Tax (9.5%)	\$197.47	
			Total	\$3,556.13	

Signature

 3/2/19

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301
JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sam Gutierrez, Director of Public Works
Manuel Carrillo Jr., Director of Recreation & Community Services

DATE: February 19, 2020

SUBJECT: Waive Formal Bid Procedures and Award Contracts for CIP 20-150
For the 2nd Floor Remodeling Project

SUMMARY

This item seeks City Council consideration for waiver of formal bid procedures and award contracts to various contractors for work related to the maintenance and upgrades to the 2nd floor of City Hall. The project was approved as part of the FY19-20 Capital Improvement Program (CIP) as Project No. CIP20-150. The item will authorize the award of contract with Shaw Integrated Solutions for the replacement of flooring/carpet at City Hall 2nd Floor which is based on an existing contract that was awarded based on the formal bidding process. This item will also award contracts to Swedlows Distributors, Inc. for the replacement of partitions and A1 Concrete & Construction Inc. for the replacement of the public counter, expansion of conference room, construction of new interview room and employees lounge at the 2nd Floor of City Hall.

RECOMMENDATION

Staff recommends that the City Council:

- 1.) Waive formal bid procedures per the City's Purchasing Ordinance No. 1101 and Baldwin Park Municipal Code Chapter 34 section 37 (A); and
- 2.) Authorize Mayor to Execute the Contract with Shaw Integrated Solution in the amount of \$83,578.83; and
- 3.) Authorize Mayor to Execute the Contract with Swedlows Distributors, Inc. in the amount of \$83,857.29; and
- 4.) Authorize Mayor to Execute the Contract with A1 Concrete & Construction Inc. in the amount of \$207,902; and
- 5.) Authorize the Director of Finance to appropriate \$85,000 from Fund No. 890 – Low/Mod Income Housing and \$25,000 from the additional revenue generated from Engineering Fees in the General Fund to cover the additional cost.

FISCAL IMPACT

The total FY19-20 approved CIP budget for the project is \$300,000. An additional appropriation in the amount of \$85,000 from Fund No. 890 – Low/Mod Income Housing and \$25,000 from the additional revenue generated from Engineering Fees in the General Fund will be necessary to fully fund the project. Total funding for the project is shown below:

Funding Sources		
FY19-20 Approved Funds	CIP 20-150	\$300,000.00
Additional Requested Appropriation	Fund #890– Low/Mod Income Housing	\$85,000.00
	Fund #100-General Fund (Engineering Fees)	\$25,000.00
Total Funding		\$410,000.00

Estimated Construction Cost	Amount
Removal and installation of new flooring and carpet	\$83,578.83
Replacement of the outdated partitions	\$83,857.29
Construction of a new Housing interview room, conference room expansion, and employees lounge remodel	\$207,902.00
Contingency	\$34,661.88
Total Estimated Construction Cost	\$410,000.00

BACKGROUND

At their October 2, 2019 City Council Meeting, City Council approved Fiscal Year (FY) 2019-2020 CIP budget, which included a line item under Cost Center 520 for the replacement of partitions, flooring, lobby remodel, Housing interview room, conference room expansion, and employees lounge remodel at City Hall, 2nd Floor. Most of the partitions and flooring has reached its life and is showing considerable wear.

DISCUSSION

The project includes removal and disposal of existing; flooring/ carpet, baseboards, partitions, and counters as well as the expansion of the conference room and employees lounge. The new lobby counters will meet ADA requirements and accommodate a new Housing interview room for privacy while conducting case interviews. The proposed vinyl and carpet flooring are commercial grade and can withhold high traffic use. The installation of the new baseboards, vinyl flooring and carpet tiles will match the existing décor of the new City standard color pallets. The majority of the construction and installation will take place after normal working hours and weekends to minimize work interruptions. To achieve maximum cost savings and complete the project; staff will work with several contractors to reduce the overhead cost instead of awarding the entire project to one contractor.

The Flooring supplies may be purchased under the Sourcewell (formerly National Joint Powers Alliance) Contract Agreement. Sourcewell is a joint powers association for public agencies with legal authority to serve as a contracting agency for municipalities. Staff is requesting to waive the formal bid process to procure with a State authorized supplier as per the City Purchasing Ordinance Chapter 34 section 37 (A) that reads as follows:

“Whenever the Council finds that the public interest and convenience require, the City may purchase City supplies and equipment utilizing purchasing agreements maintained by the County, State, or other public agencies, without complying with the requirements of this chapter.”

In addition, the purchasing ordinance authorizes to “piggyback” on an existing contract with Shaw Integrated Solutions. The project also consists of the replacement of the outdated partitions and construction of a new Housing interview room, conference room expansion, and employees lounge remodel. Total of three (3) Proposals were received for the removal and installation of new partitions in the common areas of Finance, Engineering, Planning, Building and Safety, Code Enforcement, and Housing. The new partitions include overhead storage and pedestal file cabinets. Additionally, a total of four (4) proposals were received for the construction of a new Housing interview room, conference room expansion, replacing the existing reception counter, and employees lounge remodel.

All proposals were reviewed and evaluated based on 1) general responsiveness to the City’s RFP, 2) firm experience with projects in similar size and scope, 3) ability to meet the City’s schedule and expectations, and 4) references.

Staff unanimously concluded that Swedlows Distributors, Inc. for the replacement of partitions and A1 Concrete & Construction Inc. for the replacement of reception counter, expansion of conference room,

Housing interview room and employees lounge at the 2nd Floor of City Hall included very detailed project approaches to meeting the goals of the City's project requirements identified in the RFPs.

ENVIRONMENTAL CONSIDERATIONS:

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.) Provide alternative direction; or
- 2.) Approve formal bid procedures for the replacement of the vinyl flooring, carpet, partitions and construction remodel.

LEGAL REVIEW

The City Attorney has reviewed and approved it as to form.

ATTACHMENTS

- 1.) Contract Service Agreement – Shaw Integrated Solutions
- 2.) Contract Service Agreement – Swedlows Distributors, Inc.
- 3.) Contract Service Agreement – A1 Concrete & Construction Inc.

Attachment 1
Contract Service Agreement –
Shaw Integrated Solutions

CONTRACT DOCUMENTS
CONTRACT SERVICE AGREEMENT FOR
City Project No. 20-150 - Replace Flooring/Carpet at City Hall

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this **19th day of February, 2020** by and between the CITY OF BALDWIN PARK, a municipal corporation, (herein "City") and **Shaw Industries, Inc., dba Shaw Integrated Solutions** (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. City requires the construction and furnishing of all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents. The general items of work involve **the removal and installation as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor for job #114394. The general items of work involve the installation of vinyl tile, and carpet tile at City Hall, 2nd Floor. In addition, provide care training for staff.** Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

B. City desires to have Contractor perform said construction services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services – In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Special and Technical Provisions, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 Documents Included in Contract – This contract consists of the Specifications, Designation of Sub-contractors, Statement of Non-collusion by Contractor, Certification of Principal, Supplemental Information, this Contract Services Agreement, Faithful Performance Bond, Labor and Materials Bond, Warranty Bond, Guarantee, Tax Identification Form, Workers' Compensation Certification, and any and all schedules and attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency, this Agreement shall govern.

1.3 Compliance with Law – All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments – Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all sub-contractors' compliance with this Section.

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

1.6 Care of Work – The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work while in its control, and the equipment, materials, papers, documents, plans, studies and/or other components thereof while in its control to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own or a third party's negligence or misconduct.

1.7 Further Responsibilities of Parties – Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all sub-contractors to comply with the provisions of this agreement.

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

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

1.10 Prevailing Wages Laws – In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the office of the City Clerk and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2. COMPENSATION

2.1 Contract Sum – For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of **Eighty three thousand five hundred seventy eight and 83/100 dollars (\$83,578.83)**, (herein "Contract Sum"), except as provided in Section 1.8. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 7.3 of this Agreement for retention of funds.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence – Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance – Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Contractor, the Contract Officer may approve extensions to the time period(s) specified in the Schedule of Performance in writing.

3.3 Force Majeure – The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental

agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term – Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4. COORDINATION OF WORK

4.1 Representative of Contractor – The following principals of Contractor are hereby designated as being the representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Shaw Integrated Solutions
Attn: Melanie Taylor – SIS Account Manager
PO Box 2128, Mail Drop 011-01
Dalton, GA 30721
(p) 770-276-7502
melanie.taylor@shawinc.com

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer – The Contract Officer shall be such person as may be designated by the Director of Recreation & Community Services or Operations Supervisor. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Assignment – The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor – Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its sub-contractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, sub-contractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its sub-contractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work – Contractor represents that it employs, will employ, or will contract with at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation – City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

4.7 Trenches or Excavations – Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.
- c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by

contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance – The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
()	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
()	Professional Liability Insurance (providing for a one year discovery period)	\$1,000,000 limit
(X)	Workers' Compensation/Employers' Liability Insurance	Statutory \$1,000,000 per occurrence

CONDITIONS:

In accordance with Public Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of "A" minus or better. This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Operations Supervisor, City of Baldwin Park, 4100 Baldwin Park Blvd., Baldwin Park, CA 91706.

Any insurance maintained by the City of Baldwin Park shall apply in excess of and not combined with insurance provided by this policy.

The City of Baldwin Park, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements, is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secures said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its sub-contractor's performance of the work covered under this agreement.

Each contract between the Contractor and any sub-contractor shall require the sub-contractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification – Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any third party person, firm or entity arising or alleged to arise out of the negligent performance of the work, operations or activities of Contractor, its agents, employees, sub-contractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents, employees, or contractors, and in connection therewith:

- a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of Contractor's (or its agents', employees', sub-contractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

- d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages arising from a third party claim attributable to injury to persons or property arising or alleged to arise from as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all sub-contractors.

5.3 Labor and Materials, Performance and Warranty Bonds – Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond, a performance bond and a warranty bond, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Sufficiency of Insurer or Surety – Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 Substitution of Securities – Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

6. RECORDS AND REPORTS

6.1 Reports – Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance,

technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records – Contractor shall keep, and require sub-contractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Subject to reasonable confidentiality obligations, the Contract Officer shall have full and free access to such books and records at all times during normal business hours of City to the extent reasonably required to confirm Contractor's compliance with its obligations hereunder, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event such any audit is required during such three (3) year period.

6.3 Ownership of Documents – All drawings, reports, records, documents and other materials newly developed and prepared by Contractor, its employees, sub-contractors and agents solely in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law – This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes – In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 Retention of Funds – Progress payments shall be made in accordance with the provisions of Section 2.2 of this agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

7.4 Waiver – No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

7.6 Legal Action – In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Intentionally blank

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

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

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

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

8.2 Conflict of Interest – The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination – Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

City: City of Baldwin Park
4100 Baldwin Park Blvd.
Baldwin Park, California 91706
Attention: Director of Recreation & Community Services

Contractor: Shaw Industries, Inc., dba Shaw Integrated Solutions
Po Box 2128, Mail Drop 011-01
Dalton, GA 30721
Local Contact: Melanie Taylor

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

9.3 Integration; Amendment – It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability – In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining

phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Hiring of Undocumented Workers Prohibited – Contractor shall not hire or employ any person to perform work within the City of Baldwin Park or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

9.6 Unfair Business Practices Claims – In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or sub-contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

9.7 Corporate Authority – The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.8 Legal Responsibilities – The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor their officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.9 Termination for Convenience – The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications, which were a part of the Agreement.

9.10 Except (i) as expressly set forth in the section "Claims Not Covered by this Agreement," all disputes, claims, complaints, or controversies ("Claims") that I may have against The City of Baldwin Park and/or any of its subsidiaries, affiliates, officers, directors, Mayor, Councilmembers employees, agents, and/or any of its clients or customers (collectively and individually the "City"), or that the Company may have against the City, including contract claims; tort claims; discrimination and/or harassment claims; retaliation claims; claims for wages, compensation, penalties or restitution; and any other claim under any federal state, or local statute, compensation, regulation, rule, ordinance, or common law, arising out of and/or directly or indirectly related to this contract with the City, and/or the terms and conditions of my contract with the Company, and/or termination of my contract with the City (collectively "Covered Claims"), are subject to confidential arbitration pursuant to the terms of this Agreement and will be resolved by Arbitration and NOT by a court or jury. The parties herby forever waive and give up the right to have a judge or jury decide any Covered Claims.

To the maximum extent permitted by applicable law, the parties agree that:

- No Covered Claims may be initiated or maintained on a class action, collective action, or representative action basis either in court or arbitration;
- A court competent jurisdiction no an arbitrator, must resolve issues concerning the enforceability or validity of the class action, collective action, or representative action waiver set forth above;
- If, for any reason, the class action, collective action, or representative action waiver is held unenforceable or invalid in whole or part, then a court of competent jurisdiction, not an arbitrator, will decide the type of claims to which the waiver was held unenforceable or invalid;
- All claims must be brought in a party's capacity and unless the parties express expressly agree in writing, Covered Claims may not be joined or consolidated in court or arbitration with other individuals' claims, and no damages or penalties may be sought or recovered on behalf of the other individuals"; and
- While I have the right to file charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board ("NLRB"), the Department of Labor, the Occupational Safety and Health Commission, or any other federal, state, or local administrative agency, if any federal, state, or local administrative agency proceeding does not finally resolve the Covered Claim, the parties must submit the claim to arbitration under this Agreement.

"Claims Not Covered by this Agreement"

- Workers' compensation benefits, unemployment compensation benefits, claims for benefits under a plan that is governed by the Employee Retirement Income Security Act of 1974 ("ERISA"), and claims which are subject to the exclusive jurisdiction of the NLRB; and
- Any claim that is expressly precluded from arbitration by a governing federal law or by a state law that is not preempted by the Federal Arbitration Act ("FAA") or other federal law.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents, which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CONTRACTOR: SHAW INDUSTRIES, INC.

By: _____
(Print Name)

Signature: _____

Title: _____

Address: _____

By: _____
(Print Name)

Signature: _____

Title: _____

Address: _____

CITY OF BALDWIN PARK, a municipal
corporation

By: _____
Manuel Lozano, MAYOR

ATTEST:

By: _____
Jean M. Ayala, City Clerk

APPROVED AS TO FORM:

Robert N. Tafoya, City Attorney

Exhibit "A"



A Berkshire Hathaway Company

Proposal Submitted To City of Baldwin Park		Attention Maria Moreno		Phone (626) 813-5245		Fax () -		Date 10/30/19	
Proposal Name City Hall Common Areas&Breakrm Offices Lobby -Opt2				Job Name City Hall LVT and Carpet Tile Opt 2				Job # 114394	
Street 4100 Baldwin Park Boulevard				Job Street 4100 Baldwin Park Boulevard				Proposal ID 128310	
City, State and Zip Baldwin Park, CA 91706		Architect Sourcewell PC	Date of Plans	Add #	Job City, State and Zip BALDWIN PARK, CA 91706		Customer Job # 69730		Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Common Areas, Breakroom, Offices, & Lobby - Patcraft - Walk Right In II / I0304 / Needlebond-24" x 24"-53 oz. / 3 Box	00590/Charcoal	16.00	SY	\$32.99	\$527.84
Common Areas, Breakroom, Offices - Patcraft - Possible Tile / I0490 / EW24 / 94 Boxes	00550/At Ease	501.33	SY	\$19.17	\$9,610.50
Common Areas, Breakroom, Offices - Patcraft - Metallix Luxury Vinyl Tile / I314V / 12" x 24" / 23.70 SF per Box / 151 Boxes	00570/Pewter	3,578.70	SF	\$4.59	\$16,426.23
Lobby - Metallix Luxury Vinyl Tile / I314V / 12" x 24" / 23.70 SF per Box / 11 Boxes	00570/Pewter	616.20	SF	\$4.59	\$2,828.36
Patcraft - LG4100 (units) Resilient Floor Adhesive 4 Gallon		5.00	4 Gal	\$136.88	\$684.40
Patcraft Shaw 5100 Pressure-Sensitive Flooring Adhesive 4 Gallon		5.00	4 Gal	\$79.54	\$397.70
Carpet Removal		510.00	SY	\$3.58	\$1,825.80
Carpet Disposal		510.00	SY	\$1.21	\$617.10
Carpet Tile Installation		511.00	SY	\$6.33	\$3,234.63
LVT - Vinyl Tile - Install		4,178.00	SF	\$2.90	\$12,116.20
VCT Demo		268.00	SF	\$0.68	\$182.24
VCT Disposal		268.00	SF	\$0.56	\$150.08
Open Market - Base - Furnish 4"		2,120.00	LF	\$1.47	\$3,116.40
4" Rubber Cove Base - Installation		2,120.00	LF	\$1.38	\$2,925.60
Open Market - Transitions - Furnish		66.00	LF	\$1.70	\$112.20
Transitions - Install		66.00	LF	\$1.82	\$120.12
Floor Prep		90.00	Hour	\$71.50	\$6,435.00
Common Areas, Breakroom, Offices - Open Market - Floor Prep Materials		80.00	Each	\$25.67	\$2,053.60
Lobby - Open Market - Floor Prep Materials		20.00	Each	\$68.18	\$1,363.60
Furniture removal and replacement - offices		118.00	Hour	\$71.50	\$8,437.00
Project Management-Project Management Fee (initiating, planning, executing, controlling, and closing the project) Including, but not limited to take off/measuring, trip fees, receiving and overall management.		1.00	Each	\$4,814.55	\$4,814.55
Accrual and remittance of Use tax imposed; see Comment, below.		1.00	Each	\$3,007.56	\$3,007.56

Joe Frank Harris PKWY Mail Drop 11-01
Cartersville, GA 30120
Proposal ID: 128310



Phone: () -
Fax: () -

A Berkshire Hathaway Company

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Freight		1.00	Each	\$2,411.05	\$2,411.05
California Carpet Assessment as required by AB 2398					\$181.07
				Base Bid Total:	\$83,578.83

Proposal Inclusions and Exclusions:

1. NJPA Contract# 121715
2. Local Contact: Marcos Alday (909) 344-0665 marcos.alday@patcraft.com
3. Installation Partner: B.R. & Co. Building Services Building
4. Material title and risk of loss passes to the purchaser at the time of material delivery to the job site.
5. SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV054222
6. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3293 to initiate the order process. A purchase order is required before materials can be shipped.
7. A 2% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
8. Remit to Address: SHAW INTEGRATED SOLUTIONS, MAIL DROP 999, PO BOX 630862, CINCINNATI, OHIO 45263-0862
9. Proposal does not include removal of any materials containing asbestos.
10. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
11. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
12. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
13. SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV054222

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Melanie Taylor Melanie Taylor \$83,578.83
Email: melanie.taylor@shawinc.com

Conditions of Proposal:

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Shaw, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw's work, then Customer shall provide Shaw with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw's control. Customer shall carry insurance for all hazards, including fire. Shaw's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw harmless from any damage, claim, loss, expense and attorney fees related to Shaw's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.

Customer: City of Baldwin Park Signed: _____ Date: _____

Exhibit “B”

TIME OF COMPLETION

The Contractor shall begin work within ten (10) calendar days after receiving the "Notice to Proceed".

The Contractor shall diligently prosecute the work to completion before the expiration of Thirty (30) calendar days after the "start of work on the contract".

WORKING HOURS

Construction work is limited to normal working hours unless prior written approval is obtained from the Operations Supervisor. Normal working hours are between the hours of 6:30 p.m. and 5 a.m., Friday and 7 a.m. to 5 p.m. Saturday through Sunday and occasional weekdays on a special written request. Deviation from these hours and days will not be permitted unless prior written consent is obtained from the Operations Supervisor, except in emergencies involving immediate hazard to persons or property. The Contractor shall obtain approval for any deviation from regular working hours or days by submitting a written request to the Operations Supervisor at least 5 working days in advance, for approval by the Director of Recreation and Community Services. This includes, but not limited to, weekdays from 8 a.m. to 5 p.m. Monday through Thursday. Night/Extended work hours (6 p.m. – 5 a.m.) can be authorized on a day-by-day basis with prior approval from the Operations Supervisor. Night work requires a special permit with inspection fees and advance approval by the City Building Official.

Exhibit “C”

SOLID WASTE REPORTING**Contractor's Construction and Demolition
Waste Diversion Reporting Form**

City Permit No: _____

Summary Sheet

Please write the name of facilities (e.g., landfill or inert name) materials are taken to.

Facility Name _____ Total Tons _____

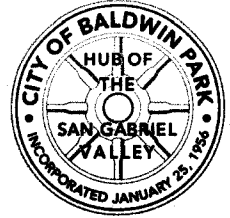
Facility Name _____ Total Tons _____

Facility Name _____ Total Tons _____

To the best of my knowledge, the above estimates are an accurate representation of the disposition of the construction and demolition materials generated on-site at the construction job. I understand that the City may audit disposal and recycling documentation related to this survey.

Print Name: _____

**Additional Notes/
Comments:**



City of Baldwin Park

Contractor's Construction and Demolition Waste Diversion Reporting Form

Job site address or project (where waste was generated): _____

Company Name: _____ City Permit No: _____

Material	Name of Facility/Site where taken	Disposal	Aggregate	Recycled or Reused				
				Alternative Landfill	Compost	Engineered Fill	Mulch	Other
		Tons	Tons	Tons	Tons	Tons	Tons	Tons
Asphalt								
Concrete								
Dirt								
Green Waste								
Metal								
Other Segregated materials (describe)								
Rocks								
Wood								
Mixed Waste								
Other Construction or Demolition Waste								
Total								

Prepared by: _____ Date of Report _____

Exhibit “D”

(Use of City Bond Form is required)

CITY OF BALDWIN PARK

Shaw Industries, Inc., dba Shaw Integrated Solutions

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Shaw Industries, Inc., dba Shaw Integrated Solutions the Principal and the Oblige have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the **19th day of February, 2020** referred to and made a part hereof for: the provision and **removal and installation as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor for job #114394. The general items of work involve the installation of vinyl tile, baseboard and carpet tile at City Hall, 2nd Floor. In addition, provide care training for staff** which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Baldwin Park, as Oblige, in the sum **Eighty three thousand five hundred seventy eight and 83/100 dollars (\$83,578.83)**, lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its sub-contractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this **19th day of February, 2020**.

(Corporate Seal)

Principal

(Use of City Bond Form is required)

CITY OF BALDWIN PARK

Shaw Industries, Inc., dba Shaw Integrated Solutions

By _____

Title

(Corporate Seal)

Surety

By _____

Title

APPROVED AS TO FORM:

City Attorney

CITY OF BALDWIN PARK

Shaw Industries, Inc., dba Shaw Integrated Solutions

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Shaw Industries, Inc., dba **Shaw Integrated Solutions** as Principal, has entered into a contract dated **February 19, 2020**, with the City of Baldwin Park (Obligee) referred to and made a part hereof to perform the following work, to wit: **the City requires the removal and installation as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor for job #114394. The general items of work involve the installation of vinyl tile, baseboard and carpet tile at City Hall, 2nd Floor. In addition, provide care training for staff** which requires Principal to file this bond to secure claims made under Civil Code Section 3082 et seq.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Baldwin Park, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of **Eighty three thousand five hundred seventy eight and 83/100 dollars (\$83,578.83)**, lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given

CITY OF BALDWIN PARK

Shaw Industries, Inc., dba Shaw Integrated Solutions

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Civil Code Section 3082 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Works of Improvement, commencing with Section 3247 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this **19th day of February, 2020.**

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Surety

By _____

Title

(California Civil Code Sections 3248, 3225)

APPROVED AS TO FORM:

City Attorney

CITY OF BALDWIN PARK

Shaw Industries, Inc., dba Shaw Integrated Solutions

**WARRANTY BOND
PUBLIC WORK (California)**

WHEREAS, the City Council of the City of Baldwin Park, State of California, Shaw Industries, Inc., dba **Shaw Integrated Solutions**, (hereinafter designated as "Principal") have entered into a written contract (the "Contract") dated **February 19, 2020** whereby **Principal agrees to the removal and installation as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor for job #114394. The general items of work involve the installation of vinyl tile, baseboard and carpet tile at City Hall, 2nd Floor. In addition, provide care training for staff** which Contract is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of Baldwin Park, (hereinafter called "City"), in the penal sum of **Eighty three thousand five hundred seventy eight and 83/100 dollars (\$83,578.83)**, lawful money of the United States, which is 50% of the amount of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

(Use of City Bond Form is required)

CITY OF BALDWIN PARK

Shaw Industries, Inc., dba Shaw Integrated Solutions

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this **19th day of February, 2020.**

Principal

By _____

Date _____

Signature

Title

Surety

Address

Phone Number

By _____

Date _____

Signature

Title

APPROVED AS TO FORM:

City Attorney

STATE OF GEORGIA

COUNTY OF WHITFIELD

On _____ before me, _____, a Notary Public, personally appeared _____, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

Exhibit “E”

TECHNICAL ABILITY AND EXPERIENCE

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give references which will enable the City Council to judge of his responsibility, experience, skill and business and financial standing. Additional numbered pages outlining this portion of the proposal may be attached to this page.

REFERENCES:

1. Name of City or Business City of Brea
Contact Person & Phone No. Eric Aulls, Building & Facilities Administrator, 714-990-7789
Type of Work flooring & flooring installation
Date Completed 2018 Total Contract Amount \$
2. Name of City or Business City of Corona
Contact Person & Phone No. Holli Clear, Administrative Services, 951-279-3535
Type of Work flooring & flooring installation
Date Completed 2018 Total Contract Amount \$
3. Name of City or Business
Contact Person & Phone No.
Type of Work
Date Completed Total Contract Amount \$
4. Name of City or Business
Contact Person & Phone No.
Type of Work
Date Completed Total Contract Amount \$
5. Name of City or Business
Contact Person & Phone No.
Type of Work
Date Completed Total Contract Amount \$

Exhibit “F”

Special Conditions

GENERAL

The work comprises the removal and installation to the flooring and carpet at the City Hall, 2nd Floor located at 14403 E. Pacific Avenue, Baldwin Park, CA 91706. The Contractor shall provide construction materials, equipment, labor, supervision and all services required to perform the removal and installation of vinyl flooring and carpet tiles at City Hall, 2nd Floor as per quotes provided. Work includes, but not limited to, surface preparation including leveling or grinning, encapsulation or sealing, or extensive scraping of the sub-floor, and all appurtenant work per specifications. Contractor shall commence the services pursuant to these specifications upon receipt of a written notice to proceed and shall perform all services within thirty (30) calendar days established in the "Schedule of Performance" attached hereto as Exhibit "D". When requested by the Contractor, the City Operations Supervisor may approve extensions to the time period(s) specified in the Schedule of Performance in writing.

PERMIT

The Contractor shall, at his own expense, obtain a business license from the City of Baldwin Park. Additionally, the Contractor shall obtain a "no-fee" permit from the City's Building Division. The Contractor shall comply with all Federal, State or local laws, ordinances or rules and regulations relating to the performance of the work.

PRE-CONSTRUCTION MEETING AND MISCELLANEOUS REQUIREMENTS

Prior to commencing work, there will be a preconstruction meeting to be attended by the Operations Supervisor, Contractor, Inspector, Public Works staff at which time the Contractor shall be informed of specific instructions necessary to meet construction quality standards and other documentation which may be required. The Contractor shall submit a construction schedule, components, parts and materials specifications proposed for use on the project during this meeting.

CONSTRUCTION MATERIALS

The Contractor shall furnish all materials required to complete the work under this contract. Contractor is required as part of this agreement to furnish all materials to accomplish maintenance in accordance with the foregoing specifications. The unit prices to be paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as specified herein, and as directed by the Operations Supervisor. The contractor may offer equals and equivalents for materials and products. This procedure shall conform to the latest edition of the State Specification (Section 6-1.05) Pursuant to California Public Contract Code Section 3400, submission of data substantiating a request for a substitution of "an equal" item shall occur 7 days after award of contract. Use of City form is required.

Attachment 2
Contract Service Agreement –
Swedlows Distributors, Inc.

CONTRACT DOCUMENTS
CONTRACT SERVICE AGREEMENT FOR
City Project No. 20-150 - Replace Flooring/Carpet at City Hall

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 19th day of February, 2020 by and between the CITY OF BALDWIN PARK, a municipal corporation, (herein "City") and **Swedlows Distributors, Inc.** (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. City requires the construction and furnishing of all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents. The general items of work involve **the removal and installation as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor on December 16, 2019. The general items of work involve the installation of a total of 28 workstations 69"H, which include but not limited to; flipper door overheads with lights, surfaces, supports, BBF & FF pedestals, glass tiles, and City Hall, 2nd Floor.** Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

B. City desires to have Contractor perform said construction services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services – In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Special and Technical Provisions, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 Documents Included in Contract – This contract consists of the Specifications, Designation of Sub-contractors, Statement of Non-collusion by Contractor, Certification of Principal, Supplemental Information, this Contract Services Agreement, Faithful Performance Bond, Labor and Materials Bond, Warranty Bond, Guarantee, Tax Identification Form, Workers' Compensation Certification, and any and all schedules and

attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency, this Agreement shall govern.

1.3 Compliance with Law – All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments – Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all sub-contractors' compliance with this Section.

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

1.6 Care of Work – The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work while in its control, and the equipment, materials, papers, documents, plans, studies and/or other components thereof while in its control to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own or a third party's negligence or misconduct.

1.7 Further Responsibilities of Parties – Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all sub-contractors to comply with the provisions of this agreement.

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

1.9 Special Requirements – Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the attached hereto as Exhibit "A through F" and incorporated herein by this reference.

1.10 Prevailing Wages Laws – In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the office of the City Clerk and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2. COMPENSATION

2.1 Contract Sum – For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Eighty three thousand eight hundred fifty seven and 29/100 dollars (\$83,857.29), (herein "Contract Sum"), except as provided in Section 1.8. The Contract Sum shall include the attendance of Contractor at all project meetings

reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 7.3 of this Agreement for retention of funds.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence – Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance – Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", if any, and incorporated herein by this reference. When requested by the Contractor, the Contract Officer may approve extensions to the time period(s) specified in the Schedule of Performance in writing.

3.3 Force Majeure – The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term – Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4. COORDINATION OF WORK

4.1 Representative of Contractor – The following principals of Contractor are hereby designated as being the representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Swedlows Distributors, Inc.
Attn: Mark Swedlow – President
4650 Arrow Hwy., G28
Montclair, CA 91763
(p) 909-625-5461
mark@swedlows.com

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer – The Contract Officer shall be such person as may be designated by the Director of Recreation & Community Services or Operations Supervisor. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Assignment – The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor – Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its sub-contractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, sub-contractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required

herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its sub-contractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work – Contractor represents that it employs, will employ, or will contract with at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation – City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

4.7 Trenches or Excavations – Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.
- c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled

completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance – The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
()	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
()	Professional Liability Insurance (providing for a one year discovery period)	\$1,000,000 limit
(X)	Workers' Compensation/Employers' Liability Insurance	Statutory \$1,000,000 per occurrence

CONDITIONS:

In accordance with Public Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of "A" minus or better. This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Operations Supervisor, City of Baldwin Park, 4100 Baldwin Park Blvd., Baldwin Park, CA 91706.

Any insurance maintained by the City of Baldwin Park shall apply in excess of and not combined with insurance provided by this policy.

The City of Baldwin Park, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by

this contract, and including the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements, is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secures said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its sub-contractor's performance of the work covered under this agreement.

Each contract between the Contractor and any sub-contractor shall require the sub-contractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification – Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any third party person, firm or entity arising or alleged to arise out of the negligent performance of the work, operations or activities of Contractor, its agents, employees, sub-contractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents, employees, or contractors, and in connection therewith:

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

- b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of Contractor's (or its agents', employees', sub-contractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
- d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages arising from a third party claim attributable to injury to persons or property arising or alleged to arise from as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all sub-contractors.

5.3 Labor and Materials, Performance and Warranty Bonds – Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond, a performance bond and a warranty bond, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Sufficiency of Insurer or Surety – Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California,

rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 Substitution of Securities – Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

6. RECORDS AND REPORTS

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

6.2 Records – Contractor shall keep, and require sub-contractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Subject to reasonable confidentiality obligations, the Contract Officer shall have full and free access to such books and records at all times during normal business hours of City to the extent reasonably required to confirm Contractor's compliance with its obligations hereunder, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event such any audit is required during such three (3) year period.

6.3 Ownership of Documents – All drawings, reports, records, documents and other materials newly developed and prepared by Contractor, its employees, sub-contractors and agents solely in the performance of this Agreement shall be the property of City and

shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law – This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes – In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 Retention of Funds – Progress payments shall be made in accordance with the provisions of Section 2.2 of this agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of

the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

7.4 Waiver – No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

7.6 Legal Action – In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Intentionally blank

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

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

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

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

8.2 Conflict of Interest – The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination – Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

City: City of Baldwin Park
4100 Baldwin Park Blvd.
Baldwin Park, California 91706
Attention: Director of Recreation & Community Services

Contractor: Swedlows Distributors, Inc.
4650 Arrow Hwy., G28
Montclair, CA 91763
Mark Swedlow

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

9.3 Integration; Amendment – It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and

cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

9.5 Hiring of Undocumented Workers Prohibited – Contractor shall not hire or employ any person to perform work within the City of Baldwin Park or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

9.6 Unfair Business Practices Claims – In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or sub-contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

9.7 Corporate Authority – The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.8 Legal Responsibilities – The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor their officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.9 Termination for Convenience – The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of

termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications, which were a part of the Agreement.

9.10 Except (i) as expressly set forth in the section "Claims Not Covered by this Agreement," all disputes, claims, complaints, or controversies ("Claims") that I may have against The City of Baldwin Park and/or any of its subsidiaries, affiliates, officers, directors, Mayor, Councilmembers employees, agents, and/or any of its clients or customers (collectively and individually the "City"), or that the Company may have against the City, including contract claims; tort claims; discrimination and/or harassment claims; retaliation claims; claims for wages, compensation, penalties or restitution; and any other claim under any federal state, or local statute, compensation, regulation, rule, ordinance, or common law, arising out of and/or directly or indirectly related to this contract with the City, and/or the terms and conditions of my contract with the Company, and/or termination of my contract with the City (collectively "Covered Claims"), are subject to confidential arbitration pursuant to the terms of this Agreement and will be resolved by Arbitration and NOT by a court or jury. The parties herby forever waive and give up the right to have a judge or jury decide any Covered Claims.

To the maximum extent permitted by applicable law, the parties agree that:

- No Covered Claims may be initiated or maintained on a class action, collective action, or representative action basis either in court or arbitration;
- A court competent jurisdiction no an arbitrator, must resolve issues concerning the enforceability or validity of the class action, collective action, or representative action waiver set forth above;
- If, for any reason, the class action, collective action, or representative action waiver is held unenforceable or invalid in whole or part, then a court of competent jurisdiction, not an arbitrator, will decide the type of claims to which the waiver was held unenforceable or invalid;

- All claims must be brought in a party's capacity and unless the parties express expressly agree in writing, Covered Claims may not be joined or consolidated in court or arbitration with other individuals' claims, and no damages or penalties may be sought or recovered on behalf of the other individuals"; and
- While I have the right to file charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board ("NLRB"), the Department of Labor, the Occupational Safety and Health Commission, or any other federal, state, or local administrative agency, if any federal, state, or local administrative agency proceeding does not finally resolve the Covered Claim, the parties must submit the claim to arbitration under this Agreement.

"Claims Not Covered by this Agreement"

- Workers' compensation benefits, unemployment compensation benefits, claims for benefits under a plan that is governed by the Employee Retirement Income Security Act of 1974 ("ERISA"), and claims which are subject to the exclusive jurisdiction of the NLRB; and
- Any claim that is expressly precluded from arbitration by a governing federal law or by a state law that is not preempted by the Federal Arbitration Act ("FAA") or other federal law.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents, which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CONTRACTOR: SWEDLOWS DISTRIBUTORS, INC.

By: MARK M. SWEDLOW
(Print Name)

By: _____
(Print Name)

Signature: Mark M Swedlow

Signature: _____

Title: president

Title: _____

Address: 4650 Arrow Highway G 28
Montclair, Ca 91763

Address: _____

CITY OF BALDWIN PARK, a municipal
corporation

By: _____
Manuel Lozano, MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____

Exhibit “A”

SWEDLOWS DISTRIBUTORS, INC.
ANYTHING-ANYTIME-ANYWHERE
WWW.SWEDLOWS.COM

December 16, 2019

RE: Interior Renovation Services for Office Workstations Upgrades
John Beshay, Engineering Manager
14403 E. Pacific Avenue
Baldwin Park, CA 91706

Swedlow's Distributors appreciates the opportunity to bid on the proposed workstations upgrades for the City of Baldwin Park. Below we have provided the qualifications and history of our company, specifically examples of relevant contracts we have completed.

Reference No. 1:

Customer Name: ANCRA International **Contact Individual:** Robert Rosatto **Phone #:** 310-365-2536
Address: 601 S. Vincent Street, Azusa, CA 91702 **Contract Amount:** \$160,000
Description of work done: Workstations / Modular Workstations / Cubicles / Panels

Reference No. 2:

Customer Name: Arrowhead Products **Contact Individual:** Tom Kilsby **Phone No:** 714-828-7770
Address: 4411 Katella Ave, Los Alamitos, CA 90720 **Contract Amount:** \$4,000 - \$15,000 (ONGOING)
Description of work done: Workstations / Cubicles / Desks / Panels

Reference No. 3:

Customer Name: ENTERCOM **Contact Individual:** Kevin Graham **Phone No:** 323-930-8715
Address: 5670 Wilshire Blvd #200, Los Angeles, CA 90036 **Contract Amount:** \$2,000 - \$10,000 (ONGOING)
Description of work done: Workstations / Cubicles / Panels

Business License: 77632 **Date of Incorporation:** 08/2013 **TIN:** 46-3408400

Sincerely,
Mark Swedlow
President

1.0 Overview

The City of Baldwin Park is soliciting proposals from qualified professional vendors/ contractors for Interior Renovation Services to prepare conceptual plans; construction cost estimates, shop drawings and to provide all required office workstations upgrades and installation at the 2nd floor of City Hall located at 14403 East Pacific Avenue, Baldwin Park, CA 91706. The interior renovation includes the replacement of several workstations throughout the 2nd floor.

City Hall will occupy and remain in business during the renovation. Construction work shall be performed from 6pm to 7am Monday through Thursday and anytime from Friday through Sunday. Contractor/ vendor shall coordinate work in phases to be determined weekly during weekly progress meeting.

Fees must be submitted for each section as indicted in Exhibit A and Exhibit B.

ITEM NO	ITEM	# of Workstations	Cost	
			Labor	Material
F-1	Finance Reception	4	\$2220	\$6542
F-2	Finance Hall	2	\$1110	\$1108
F-3	Finance Area	4	\$2220	\$11646
C-4	Housing and Code Enforcement	4	\$2220	\$9956
B-5	Building Counter	3	\$1665	\$12048
P-6	Planning Area	3	\$1665	\$5407
E-7	Engineering Area	8	\$4440	\$14335
TOTAL		28	\$15,540	\$61,042

SALES TAX \$7275.29

GRAND TOTAL: \$83,857.29

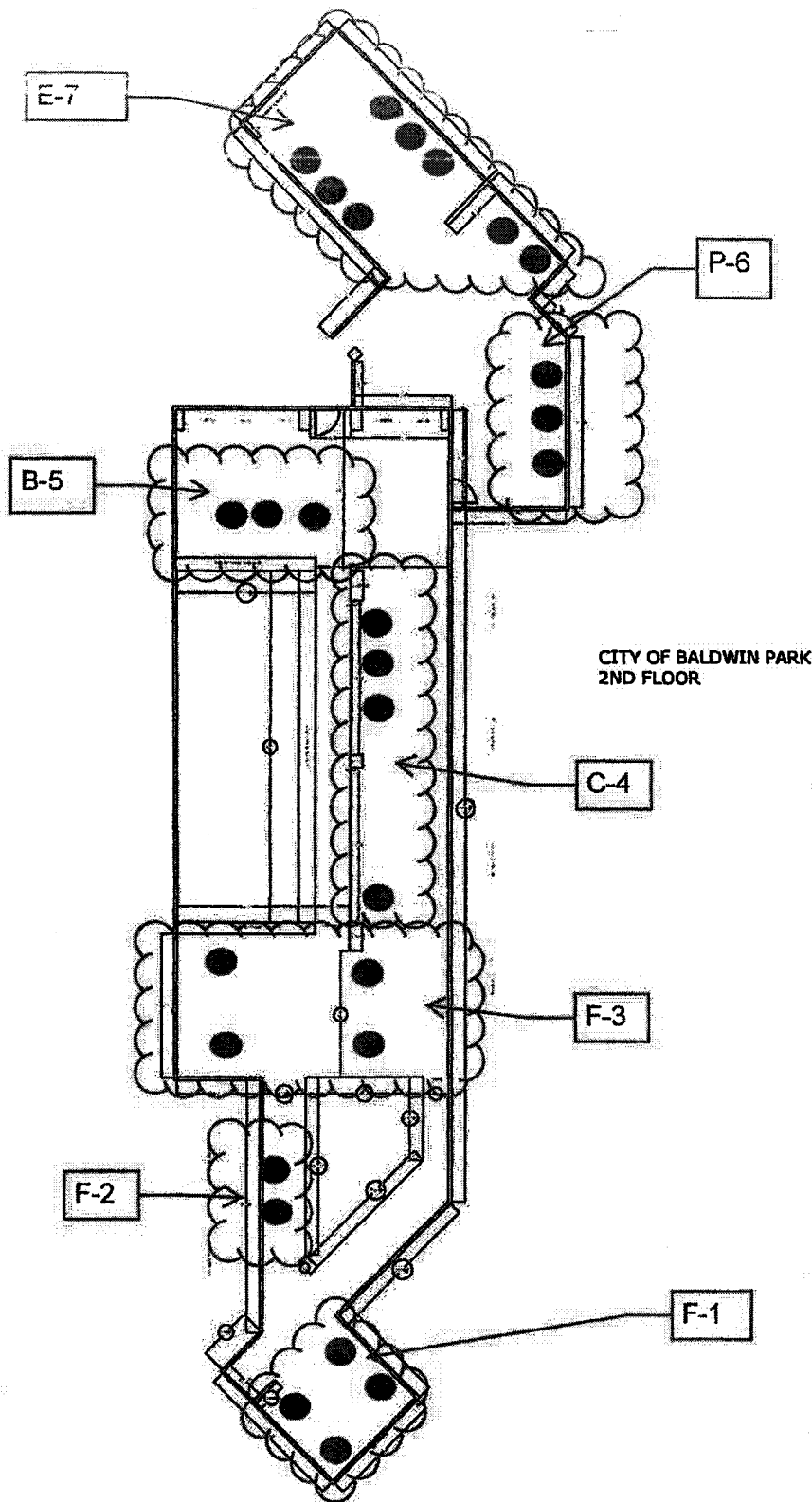
The City is seeking a quick time frame for design and construction. It is intended that the project be meet the following schedule.

Task	Description	Due Date
	Mandatory Pre- Job Walk	December 12, 2019 at 2:30pm
1	RFP Submittal	December 17, 2019
2	Award of Design-Build Contract	January 15, 2020
3	Notice to Proceed	January 20, 2020
4	Construction Completion	February 28, 2020

2.0 Background

Incorporated in 1956, the City of Baldwin Park is located approximately 17 miles east of downtown Los Angeles and is bisected by the I-10 San Bernardino Freeway along the southern part of the City. The intersection of the I-10 and I-605 freeways lie near the southwest boundary of this 6.8 square mile City. Although Baldwin Park is predominantly a residential bedroom community, recent efforts have placed a greater emphasis on promoting the City's Downtown area, commercial and industrial land uses. The City is a full-service general law city that operates under the Council- Chief Executive Officer form of government, and provides a full range of municipal services including police and fire services as well as street maintenance and repair, building and engineering, planning and parks and recreation activities. The City offers five parks, five community centers, a teen center and skatepark, an aquatic center and a county operated library. The City consists of 7 departments.

Mal Dill 12/17/19



CITY OF BALDWIN PARK BIDDING DETAILS

F-3 Finance Reception

2PACK-Wall mounted and Powered

- 6X9- 69H on spine, 37h on rib and wing
- 6x6- 69h on spine, 53h on rib and wing
- BBF and FF each
- 2 flipper door overheads each with t.lights and wm
- 2 duplex, 1 data each
- Extended curved corner and rectangular surfaces each

F-2 Finance Hall

2PACK Wall mounted and Powered

- 6X9- 69H on spine, rib and wing
- 6X9- 69H on spine, rib and wing
- Glass tiles along spine
- BBF and 36W Lateral each
- 2 flipper door overheads with t.lights and wm on 1 station
- 3 flipper door overheads with t.lights and wm on 1 station
- 4 duplex, 1 data on 1 station
- 3 duplex, 1 data each on 1 station
- Extended curved corner and rectangular surfaces each

2 training tables with wall mounted panel

- 24x72 tables
- 69H x 36W panels

F-1 Finance Area

2PACK-wall mounted non powered

- 6X6- 69H on rib
- 6x6- 69H and 29H on rib
- Surface end panel supports
- 2 BBF's each
- 2 flipper door overheads each with t. lights and wm and tack boards
- Extended curved corner and rectangular surfaces each

Qty 1-wall mounted non powered

- 6x6-69H on spine and rib
- Surface end panel supports
- 1 BBF, 1 FF
- 2 flipper door overheads with t. lights and wm
- Extended curved corner and rectangular surface

Qty 1-wall bracketed, non-powered-no panels

- 6x6-
- Surface end panel supports
- 1 BBF

C-4 Housing/Code Enforcement

- 1 48W flipper door overheads with t. light and wm and tack board
- Extended curved corner and $\frac{1}{4}$ round surface

(2) 3PACKS-Wall mounted, non-powered

- (2) 6X6- 69H on rib and wing
- (1) 6x5.5- 69H on rib and wing
- 2 BBF's each
- 2 flipper door overheads each with t. lights and wm and tack boards
- Extended curved corner and rectangular surfaces each

B-5 Building Counter

Qty 2 10x5.5's Powered on spines

- 69H on spine, back rib
- 45H on front rib
- Spine on 1 station extends to column
- 2 BBF's on 1 station
- BBF and 36W Lateral each on 1 station
- 4 flipper door overheads each with t. lights and wm
- 4 duplex, 1 data each
- Extended curved corner and rectangular surfaces each

Qty 1 6x6 Powered on spines

- 69H on spine, all 4 sides
- Spine extends to column
- 2 BBF's
- 2 flipper door overheads with t. lights and wm
- 2 duplex, 1 data each
- Extended curved corner and rectangular surfaces

P-6 Planning Area

Qty 3 7x6's-Wall mounted, non-powered

- 69H on ribs and wings
- 1 BBF each
- 1 flipper door overheads each with t. lights and wm
- Extended curved corner and rectangular surfaces

E-7 ENGINEERING AREA

Qty 5 5x8's-Wall mounted, non-powered

- 69H on ribs and wings
- Glass tiles on wings
- 1 BBF, 1 30W Lateral, 2 FF on 1 station
- 1 BBF, 3 FF on 3 stations
- 4 flipper door overheads each with t. lights and wm
- 2 24D rectangular surfaces each (front and back, no bridge)

Qty 3 5.5x5.5's-Wall bracketed, non-powered

- 3 30x60 main surfaces
- 2 24 36 return surfaces with BBF's
- 2 divider desk top screens

Color and trim will be selected by City after award of contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kiyoma Yoshizumi American National Insurance Company 104 Grand Ave, Suite C Escondido CA 92025	CONTACT NAME: Kiyoma Yoshizumi PHONE: (A/C, No. Ext): 858-779-9111 FAX: (A/C, No): 858-800-4808 E-MAIL: kiyoma.yoshizumi@american-national.com ADDRESS: kiyoma.yoshizumi@american-national.com PRODUCER CUSTOMER ID #:														
INSURED Swedlows Distributors, Inc. 4650 Arrow Highway, Suite G28 Montclair CA 91763	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Pacific Property & Casualty Company</td><td>11048</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Pacific Property & Casualty Company	11048	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC	☒ ☒	0401X0421	05/04/2019	05/04/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	☒ ☒	0401C0145	05/04/2019	05/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	OCCUR CLAIMS-MADE ☐				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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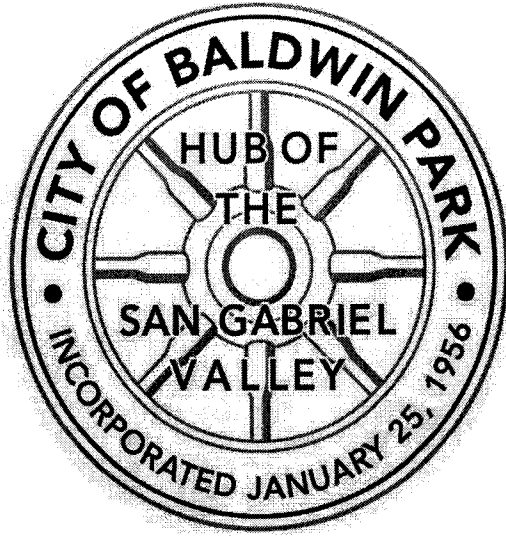
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

KIYOMA L. YOSHIZUMI, CA License # 0H67007

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Request for Proposals

Interior Renovation Services
Office Workstations Upgrades

Release Date: December 9, 2019

Submittal Deadline: December 17, 2019

1.0 Overview

The City of Baldwin Park is soliciting proposals from qualified professional vendors/ contractors for Interior Renovation Services to prepare conceptual plans; construction cost estimates, shop drawings and to provide all required office workstations upgrades and installation at the 2nd floor of City Hall located at 14403 East Pacific Avenue, Baldwin Park, CA 91706. The interior renovation includes the replacement of several workstations throughout the 2nd floor.

City Hall will occupy and remain in business during the renovation. Construction work shall be performed from 6pm to 7am Monday through Thursday and anytime from Friday through Sunday. Contractor/ vendor shall coordinate work in phases to be determined weekly during weekly progress meeting.

Fees must be submitted for each section as indicted in Exhibit A and Exhibit B.

ITEM			
NO	ITEM	Number of workstations	Total Cost
F-1	Finance Reception		
F-2	Finance Hall		
F-3	Finance Area		
C-4	Housing and Code Enforcement		
B-5	Building Counter		
P-6	Planning Area		
E-7	Engineering Area		
TOTAL			

The City is seeking a quick time frame for design and construction. It is intended that the project be meet the following schedule.

Task	Description	Due Date
	Mandatory Pre- Job Walk	December 12, 2019 at 2:30pm
1	RFP Submittal	December 17, 2019
2	Award of Design-Build Contract	January 15, 2020
3	Notice to Proceed	January 20, 2020
4	Construction Completion	February 28, 2020

2.0 Background

Incorporated in 1956, the City of Baldwin Park is located approximately 17 miles east of downtown Los Angeles and is bisected by the I-10 San Bernardino Freeway along the southern part of the City. The intersection of the I-10 and I-605 freeways lie near the southwest boundary of this 6.8 square mile City. Although Baldwin Park is predominantly a residential bedroom community, recent efforts have placed a greater emphasis on promoting the City's Downtown area, commercial and industrial land uses. The City is a full-service general law city that operates under the Council- Chief Executive Officer form of government, and provides a full range of municipal services including police and fire services as well as street maintenance and repair, building and engineering, planning and parks and recreation activities. The City offers five parks, five community centers, a teen center and skatepark, an aquatic center and a county operated library. The City consists of 7 departments.

3.0 General Requirements

- 3.0 All Consultant and/or Contractors are bound by the deadline requirements of this RFP.
- 3.1 Consultant and/or Contractors electing to respond to this RFP are responsible for all costs incurred in the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City of Baldwin Park is not liable for any costs incurred by the Consultant and/or Contractor in response to this RFP and the Consultant and/or Contractor, including all related parties, disclaims and voluntarily and knowingly waives any and all rights to reimbursement for any such costs.
- 3.2 Late proposals will not be considered.
- 3.3 The City of Baldwin Park reserves the right to reject any or all responses or any portion thereof and to select the response(s) which, in its sole discretion, it judges to be in the best interest of the City.
- 3.4 The City of Baldwin Park reserves the right to cancel or modify this RFP. There is no guarantee that the City of Baldwin Park will place the requested service under contract.
- 3.5 The City of Baldwin Park reserves the right to investigate the qualifications of any Consultant and/or Contractor under consideration including proposed subcontractors and parties otherwise related to the Consultant and/or Contractor and require confirmation of information furnished by a Consultant and/or Contractor, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.
- 3.6 The City of Baldwin Park reserves the right to disclose information contained in proposals to the public, subject to confidentiality statutes.
- 3.7 The City of Baldwin Park reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- 3.8 The City of Baldwin Park reserves the right to evaluate responses in terms of the best interests of the cities, applying criteria provided in this RFP and any other criteria the City of Baldwin Park, in its sole discretion, deems pertinent.
- 3.9 The City of Baldwin Park reserves the right to accept other than the lowest cost proposal based upon an evaluation of all aspects of the response.
- 3.10 By the submission of a proposal, each Consultant and/or Contractor accepts and agrees to execute a written agreement.
- 3.11 All responses must remain valid for a minimum period of ninety (90) days after the response due date. Responses may not be modified or withdrawn by the Consultant and/or Contractor during this period of time except in accordance with this RFP and with written permission granted by the City of Baldwin Park.
- 3.12 Consultant and/or Contractors may withdraw their proposal prior to the date and time set for receipt of proposals provided a written request is submitted to the City of Baldwin

Park prior to the date and time set for receipt of proposals.

4.0 Questions and Addenda

- 4.1 If it becomes necessary to revise any part of this RFP, an amendment will be posted on the City of Baldwin Park website at www.baldwinpark.com, no later than Monday, December 16, 2019. It shall be the sole responsibility of the Consultant and/or Contractor to check for any amendments to the RFP that may be issued by the City of Baldwin Park.
- 4.2 All questions or requests for clarification shall be submitted via email to:

John Beshay, Engineering Manager

Jbeshay@baldwinpark.com

By 5:00pm Monday, December 16, 2019

- 4.2.1 Questions by telephone will not be accepted or answered. Email only.
- 4.2.2 Please indicate “**Interior Renovation Services for Office Workstations Upgrades —Questions**” in the subject line.
- 4.2.3 All questions received by this deadline will be answered by email on Monday, December 16, 2019
- 4.2.4 No questions will be accepted or responded to after the deadline.

5.0 Submittal of Proposals

- 5.1 Submissions must be for the entire scope of services outlines in this RFP. Incomplete RFPs will not be considered. **Three (3) bound and sealed copies and 1 electronic copy (flash drive is preferred method, emails not accepted)** are to be submitted to the Office of the City Clerk no later than **4:00 pm on December 17, 2019**. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted. RFP shall be submitted and addressed as follows:

U.S. Mail / In-person or Courier Service:

City of Baldwin Park
Office of the City Clerk, 3rd Floor
ATTN: John Beshay, Engineering Manager
14403 E. Pacific Avenue
Baldwin Park, CA 91706

- 5.2 After the due date of the proposals, a Consultant and/or Contractor may not correct, modify, or withdraw the price or any other provision of its response in a manner prejudicial to the interests of the City of Baldwin Park or fair competition. The City of Baldwin Park may waive minor informalities or allow the Consultant and/or Contractor to correct them.

6.0 Consultant and/or Contractor's Responsibilities

- 6.1 It is presumed that each Consultant and/or Contractor has read and is thoroughly familiar with the scope of services to be performed under this RFP.
- 6.2 The Consultant and/or Contractor agrees that, if a contract is executed with the City of Baldwin Park, the Consultant and/or Contractor shall make no claim against the City of Baldwin Park because of any estimate or statement made by any employees, agents, or Consultant and/or Contractors of the City of Baldwin Park which may prove to be erroneous in any respect.

7.0 Scope of Service

The City of Baldwin Park requires the services of a Consultant and/or Contractor firm to provide the technical design and construction for the aforementioned project areas under Section I.

- I. The professional Consultant and/or Contractor firm shall prepare construction plans, specifications and estimates (PS&E) for the project. The proposal shall identify tasks to be included as part of the project. At a minimum, these tasks shall include:
 - A. Meet with the City staff prior to the beginning of work to discuss background, scope, objectives, and other pertinent details of the project.
 - B. Attend periodic meetings with City staff at various stages of the project as needed.
 - C. Perform a complete review and inventory of work required and review all existing conditions and information pertaining to this project. Provide a report of findings to the City.
 - D. Provide new work stations per Exhibit A and Exhibit .
 - E. Moving furniture as needed to complete the work for each phase is required.
 - F. The Consultant and/or Contractor shall prepare complete sets of plans, detail specifications and shop drawings for the project. The bid specifications shall be submitted via e-mail in Microsoft Word format. The Consultant and/or Contractor shall prepare and submit a cost estimate in tabular form for each construction item showing quantity, unit price and total cost.

8.0 Proposal Response Format

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. RFP that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all RFP submitted. The proposal should contain the sections in the order indicated below.

1. Introductory letter

Please include a brief introductory letter, addressed to:

John Beshay, Engineering Manager
14403 E. Pacific Avenue
Baldwin Park, CA 91706

2. Description of the Firm and Qualifications

Include information covering all of the following:

- a. Number of years the firm(s) has been in business.
- b. Types of services that your firm is particularly qualified to perform. Generally describe the scope of services that can be provided by your firm without the use of outside Consultant and/or Contractors.
- c. The name of the lead person(s) who will be the primary liaison with the City.
- d. A list of at least **three (3)** clients using the same service being proposed, with names, addresses, and telephone numbers. A survey of references will be made to determine, among other things, the supplier's success in meeting the needs of the contracting agency in a timely manner and within budget.
- e. Fee schedule of staff.
- f. Other information that may aid the City in reviewing your qualifications.

9.0 Selection Process

1. **Proposal Review:** Proposals from firms will be evaluated by the City. The best-qualified firms may be invited to participate in an interview.
2. **Selection Process:** Those firms found most qualified may be invited to an interview, or may be recommended directly to the City Council for consideration. Nothing in this RFP implies a contractual obligation for employment.
3. **Professional Services Agreement:** Upon identification of a preferred provider, the Engineering Manager will provide an Agreement for Consultant and/or Contractor Services subject to negotiation of precise work, amount and terms of payment, and other City requirements. The term of Agreement is anticipated to be for three years. The Consultant and/or Contractor will be required to sign the Consultant and/or Contractor Services Agreement.
4. **Contract Approval and Execution:** The Agreement will be presented to the City Council for approval, and upon approval the Engineering Manager will execute the Agreement.

10.0 Evaluation

As part of the evaluation process, the City may conduct interviews with those Consultant and/or Contractors whose proposal and qualifications are deemed to most closely match the requirements of the RFP. Alternatively, the City may elect not to conduct interviews and to select a Consultant and/or Contractor based solely upon the strength of the written proposal. If the City elects to hold interviews, additional information about the interview process will be sent separately to those Consultant and/or Contractors selected for an interview.

The City will negotiate a contract with the most qualified firm with compensation that the City determines is fair and reasonable based upon the scope of work. Fee RFP from competing Consultant and/or Contractors may be used to assist City staff in determining a fair and reasonable compensation.

The City reserves the right to reject any and all proposals solely at their discretion.

11.0 Ethics in Public Contracting

Each consulting entity, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that it was made without fraud; that it has not offered or received any kickbacks or inducements from any other entity in connection with this RFP. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Baldwin Park.

12.0 Proprietary Information

The proposals received shall become the property of the City of Baldwin Park and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who wish to have such information maintained confidentially shall be responsible for advancing all reasonable attorney's fees and costs associated with disputes that may arise respecting whether records are subject to disclosure.

13.0 Solicitation of Proposal Only

Nothing contained herein shall be deemed as a binding offer or commitment by the City, its officers, agents, employees, or related parties. Each party or parties responding to this RFP do acknowledge that they are not guaranteed that they will be selected as the Consultant and/or Contractor or offered an opportunity to provide the requested services.

14.0 Rejection of Submission of Proposals

The proposal request does not commit the City of Baldwin Park to award any contract. The City reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the proposal procedures, and to be the final judge as to which is the responsible, qualified proposal. Any proposal which contains items not specified, items which are incorrect, which does not complete all the items scheduled or does not respond to items in the manner specified in this request may be considered non-responsive and may be rejected on these bases in the sole discretion of the City. Proposals offering less than 90 days for acceptance from the proposed closing date may be considered non-responsive and may be rejected. Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City of Baldwin Park, or that no proposal was deemed acceptable.

15.0 Letters of Objection

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, he/she shall notify the City of Baldwin Park in writing before the date of opening. Inquiries concerning this RFP should be submitted in writing to John Beshay, Engineering Manager, and the envelope should be marked "Interior Renovation Services for Office Workstations Upgrades". Inquiries are to state the page and applicable RFP section(s) or paragraph number(s) to which the question(s) pertain. Clarification shall be given by written notice to all proposers. The RFP and all subsequent modifications are hereby designated as the sole reference and authority for the preparation of proposals and take precedence over any and all

information related to the acquisition obtained from any source either by verbal or written communications.

16.0 Public Information

Except for proprietary information, clearly designated, all materials received relative to this request will become public information and be available for inspection as provided under the public records act (Government Code, Section 6200, et seq.). The City reserves the right to retain all proposals submitted, whether the proposal was selected or judged to be non-responsive.

17.0 Proposal Validity Period

Submitted proposals shall be valid for at least ninety (90) days from the date of submission.

18.0 News Releases

The proposer shall not make news releases pertaining to an award resulting from proposals made in response to the request without the prior written approval of the City of Baldwin Park. In addition, the successful proposer must agree not to release any advertising copy mentioning the City of Baldwin Park or quoting the opinion of any City employee without written approval by the City of Baldwin Park.

19.0 Conflict of Interest

Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Baldwin Park may not accept gratuities, entertainment, meals, or anything of value whatsoever from current or potential proposers. The offer of such gratuity to an employee of the city shall be cause for declaring such supplier to be an irresponsible proposer and preventing the firm from responding to this RFP.

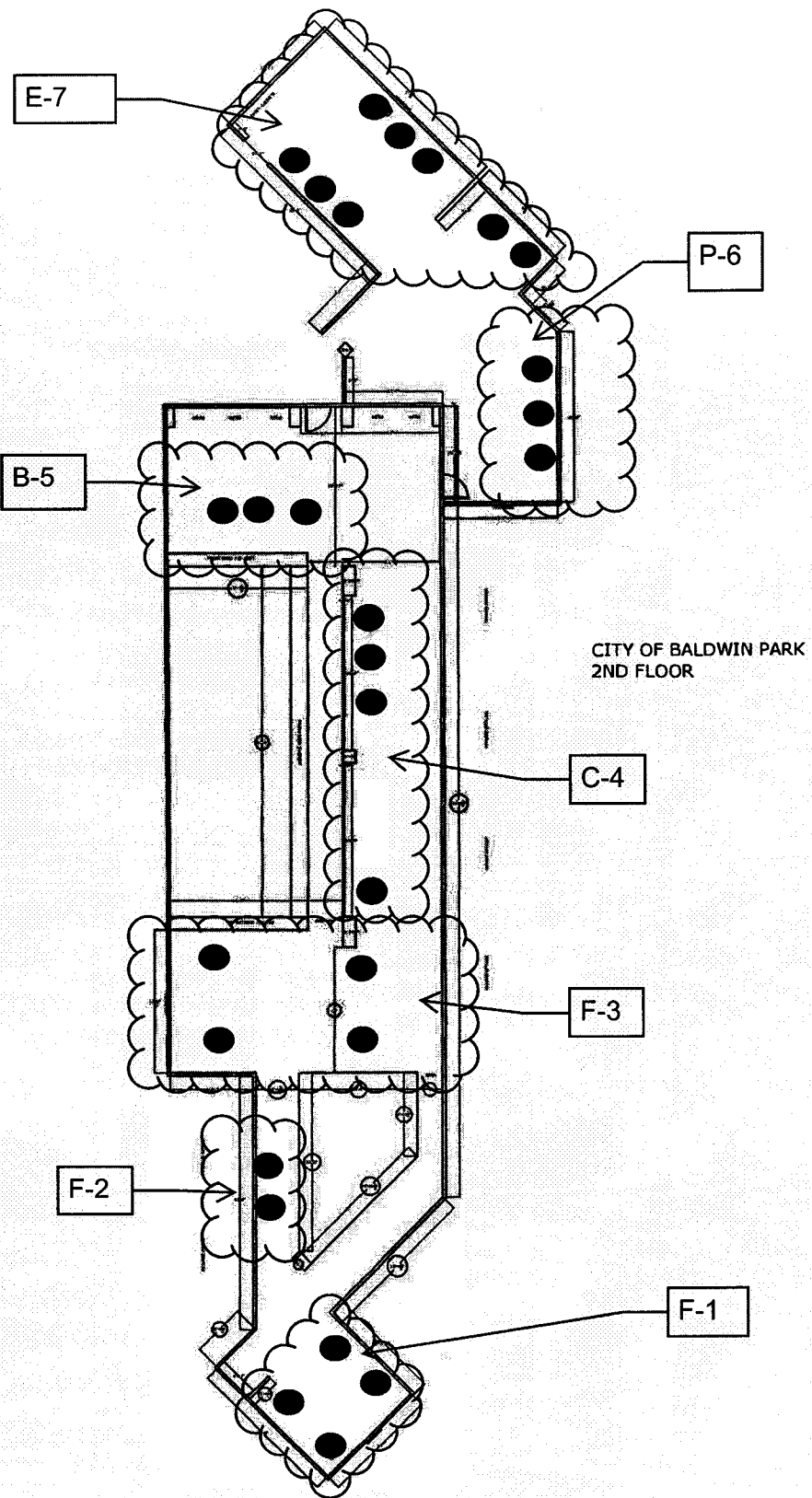
19.0 Insurance

Proof of insurance requirements addressed in the professional services agreement of this Request for Proposal shall be submitted by the selected Consultant and/or Contractor upon execution of the original contract for submittal to the City Council.

All proposers shall submit a "Statement Certifying Insurance Coverage" certifying that the required insurance coverage will be obtained by the Consultant and/or Contractor, and that the Consultant and/or Contractor understands said coverage is prerequisite for entering into an agreement with the City. The Consultant and/or Contractor and/or Contractor is required to confirm with its insurance carrier that it can meet all the requirements for insurance. Failure to meet the insurance regulations as set forth shall result in the Consultant and/or Contractor and/or Contractor's disqualification.

Attachment A: Sample Agreement Draft

Exhibit A



CITY OF BALDWIN PARK BIDDING DETAILS

F-3 Finance Reception

2PACK-Wall mounted and Powered

- 6X9- 69H on spine, 37h on rib and wing
- 6x6- 69h on spine, 53h on rib and wing
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- 2 flipper door overheads with t.lights and wm on 1 station
- 3 flipper door overheads with t.lights and wm on 1 station
- 4 duplex, 1 data on 1 station
- 3 duplex, 1 data each on 1 station
- Extended curved corner and rectangular surfaces each

2 training tables with wall mounted panel

- 24x72 tables
- 69H x 36W panels

F-1 Finance Area

2PACK-wall mounted non powered

- 6X6- 69H on rib
- 6x6- 69H and 29H on rib
- Surface end panel supports
- 2 BBF's each
- 2 flipper door overheads each with t. lights and wm and tack boards
- Extended curved corner and rectangular surfaces each

Qty 1-wall mounted non powered

- 6x6-69H on spine and rib
- Surface end panel supports
- 1 BBF, 1 FF
- 2 flipper door overheads with t. lights and wm
- Extended curved corner and rectangular surface

Qty 1-wall bracketed, non-powered-no panels

- 6x6-
- Surface end panel supports
- 1 BBF

C-4 Housing/Code Enforcement

- 1 48W flipper door overheads with t. light and wm and tack board
- Extended curved corner and $\frac{1}{4}$ round surface

(2) 3PACKS-Wall mounted, non-powered

- (2) 6X6- 69H on rib and wing
- (1) 6x5.5- 69H on rib and wing
- 2 BBF's each
- 2 flipper door overheads each with t. lights and wm and tack boards
- Extended curved corner and rectangular surfaces each

B-5 Building Counter

Qty 2 10x5.5's Powered on spines

- 69H on spine, back rib
- 45H on front rib
- Spine on 1 station extends to column
- 2 BBF's on 1 station
- BBF and 36W Lateral each on 1 station
- 4 flipper door overheads each with t.lights and wm
- 4 duplex, 1 data each
- Extended curved corner and rectangular surfaces each

Qty 1 6x6 Powered on spines

- 69H on spine, all 4 sides
- Spine extends to column
- 2 BBF's
- 2 flipper door overheads with t.lights and wm
- 2 duplex, 1 data each
- Extended curved corner and rectangular surfaces

P-6 Planning Area

Qty 3 7x6's-Wall mounted, non-powered

- 69H on ribs and wings
- 1 BBF each
- 1 flipper door overheads each with t. lights and wm
- Extended curved corner and rectangular surfaces

E-7 ENGINEERING AREA

Qty 5 5x8's-Wall mounted, non-powered

- 69H on ribs and wings
- Glass tiles on wings
- 1 BBF, 1 30W Lateral, 2 FF on 1 station
- 1 BBF, 3 FF on 3 stations
- 4 flipper door overheads each with t. lights and wm
- 2 24D rectangular surfaces each (front and back, no bridge)

Qty 3 5.5x5.5's-Wall bracketed, non-powered

- 3 30x60 main surfaces
- 2 24 36 return surfaces with BBF's
- 2 divider desk top screens

Color and trim will be selected by City after award of contract

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into this _____ by and between the City of Baldwin Park, ("City"), and _____ ("Consultant").

In consideration of the following mutual covenants, provisions and agreements, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Consultant agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit "A" (the "Services")
2. COMPENSATION. City shall pay Consultant for the Services pursuant to the terms of this Agreement and the schedule and milestones set forth in Exhibit B at a not-to-exceed compensation amount of \$ _____.
3. TIME FOR PERFORMANCE. Consultant shall perform the services above described in a timely manner in accordance with the professional standard practices and pursuant to the schedule set forth in Exhibit B. In the event that Consultant's performance of Services is delayed for any reason, City may elect to extend this Agreement on a month-to-month basis. Unless otherwise agreed by the Parties, such extensions shall not entitle Consultant to any further compensation.
4. AUDIT OR EXAMINATION. Consultant shall keep all records of funds received from City and make them accessible for audit or examination for a period of three years after final payments are issued and other pending matters.
5. STATUS OF CONSULTANT. Consultant shall provide all necessary personnel, equipment and material, at its sole expense, in order to perform the services required of it pursuant to this Agreement. For the purpose of this Agreement, Consultant shall be deemed, for all purposes, an independent contractor and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for other entities while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties, therefore, which may become due as a result of services performed hereunder.
6. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City is prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
7. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the Services provided herein. However, the City acknowledges and agrees that any services provided by Consultant will be unique to Consultant and City will not take Consultant's work product or any portion thereof to be completed, fabricated, installed, or otherwise used in any way without specific written permission from Consultant.
8. COMPLIANCE WITH LAW. Contract services shall be provided in accordance with the applicable laws and regulations of all governmental agencies that are in force at the time services are performed. Consultant shall be responsible for becoming aware of and staying abreast of all such laws and ensuring that all services provided hereunder conform to such laws. However, City shall inform Consultant of any specific rules or permitting requirements that may impact Consultant's services or delivery of work product. The terms of this Agreement shall be interpreted according to the laws of the State of California.
9. LIABILITY. Consultant shall indemnify, and hold harmless City, its officials, officers, and employees against any and all actions, claims, damages, liabilities, losses or expenses of whatsoever kind, name or nature, including

legal costs and reasonable attorneys' fees, whether or not suit is actually filed, and any judgment rendered against City and/or its officials, officers, or employees that may be asserted or claimed by any person, firm, or entity arising out of Consultants' negligent performance, or the negligent performance of its agents, employees, subcontractors, or invitees, as well as, negligent acts or omissions of Consultant, its agents, employees, subcontractors or invitees, however, this indemnity clause shall not apply if there is concurrent passive or active negligence on the part of City, or its officials, officers, agents or employees.

10. **INSURANCE.** Consultant shall maintain insurance coverage in accordance with the following during the course of its performance hereunder:

- (A) **Comprehensive General Liability Insurance** (including premises and operations, contractual liability, personal injury and independent Consultants' liability) with the following minimum limits of liability:
 - (1) Personal or Bodily Injury -- \$1,000,000, single limit, per occurrence; and
 - (2) Property Damage -- \$1,000,000, single limit, per occurrence; or
 - (3) Combined single limits -- \$2,000,000.
- (B) **Comprehensive Automobile Liability Insurance** including as applicable own, hired and non-owned automobiles with the following minimum limits of liability:
 - (1) Personal or Bodily Injury -- \$1,000,000, single limit, per occurrence; and
 - (2) Property Damage -- \$1,000,000, single limit, per occurrence; or
 - (3) Combined single limits -- \$2,000,000.
- (D) **Worker's Compensation Insurance** that complies with the minimum statutory requirements of the State of California.
- (E) Prior to commencement of services hereunder, Consultant shall provide City with a certificate of Insurance reflecting the above, and an endorsement for each policy of insurance which shall provide:
 - (1) The City, and its officials, officers, agents and employees are named as additional insured (with the exception of Worker's Compensation);
 - (2) The coverage provided shall be primary (with the exception of Worker's Compensation) as respects to City, its officials, officers, agents or employees; moreover, any insurance or self-insurance maintained by City or its officials, officers, agents or employees shall be in excess of Consultants' insurance and not contributed with it.
 - (3) The insurer shall provide at least thirty (30) days prior written notice to City of cancellation or of any material change in coverage before such change or cancellation becomes effective.
- (F) With respect to Workers' Compensation Insurance, the insurer shall agree to waive all rights of subrogation against City and City personnel for losses arising from work performed by Consultant for City, and the insurer's agreement in this regard shall be reflected in the Workers' Compensation Insurance endorsement.

11. **OWNERSHIP OF DOCUMENTS.** All of the documents required to be prepared pursuant hereto shall, upon the completion thereof, be deemed for all purposes to be the property of City. City's ownership of documents includes any and all analysis, computations, plans, correspondence and/or other pertinent data, information, documents, and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, but specifically excludes any and all intellectual property rights to these documents and other material. Such work product shall be transmitted to City within ten (10) days after a written request therefore. Consultant may retain copies of such products. Any re-use by City shall be at the sole risk of City and without liability to Consultant. Any reuse by City shall be for informational purposes only and cannot be used to create or provide any of the Services listed in Exhibit A

12. **RECORDS AND INSPECTIONS.** Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents,

proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

13. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.

14. CONFLICT OF INTEREST. Consultant agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflict of interest.

15. POLITICAL ACTIVITY/LOBBYING CERTIFICATION. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

16. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty (30) days written notice.

17. EFFECT OF TERMINATION. Upon termination as stated in Paragraph "16" of this Agreement, City shall be liable to Consultant only for work performed and expenditures made in the course of rendering Services by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on proration of the compensation set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.

18. LITIGATION FEES. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid and/or incurred in good faith. "Prevailing Party" shall mean the party that obtains a favorable and final judgment. Should litigation occur, venue shall be in the Superior Court of Los Angeles County. This paragraph shall not apply and litigation fees shall not be awarded based on an order or otherwise final judgment that results from the parties' mutual settlement, arbitration, or mediation of the dispute.

19. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

20. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between the City and Consultant. No verbal agreement or implied covenant shall be held to vary the provisions of this agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.

21. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties.

22. DESIGNATED REPRESENTATIVES. The Consultant Representative (A) designated below shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. The City Representative (B) designated below shall act on the City's behalf as Project Manager.

(A) CONSULTANT

(B) City of Baldwin Park
Att.: Sam Gutierrez
14403 East Pacific Avenue

Baldwin Park, CA 91706
(626) 960-4011 ex. 460

23 NOTICES. Notices pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notices shall be directed to City's Designated Representative identified in Paragraph "22" of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day first above written.

CITY OF BALDWIN PARK

By: _____
Manuel Lozano, Mayor

Dated: _____

CONSULTANT:

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST:

By: _____
Jean M. Ayala, City Clerk

Dated: _____

Approved as to form:

By: _____
Robert Tafoya, City Attorney

Dated: _____

Exhibit “B”

TIME OF COMPLETION

The Contractor shall begin work within ten (10) calendar days after receiving the "Notice to Proceed".

The Contractor shall diligently prosecute the work to completion before the expiration of Thirty (30) calendar days after the "start of work on the contract".

WORKING HOURS

Construction work is limited to normal working hours unless prior written approval is obtained from the Operations Supervisor. Monday through Thursday working hours are between the hours of 6:30 p.m. and 5 a.m., and 8 a.m. to 5 p.m. Friday through Sunday and occasional weekdays on a special written request. Deviation from these hours and days will not be permitted unless prior written consent is obtained from the Operations Supervisor, except in emergencies involving immediate hazard to persons or property. The Contractor shall obtain approval for any deviation from regular working hours or days by submitting a written request to the Operations Supervisor at least 5 working days in advance, for approval by the Director of Recreation and Community Services. This includes, but not limited to, weekdays from 8 a.m. to 5 p.m. Monday through Thursday. Night/Extended work hours (6 p.m. – 5 a.m.) can be authorized on a day-by-day basis with prior approval from the Operations Supervisor. Night work requires a special permit with inspection fees and advance approval by the City Building Official.

Exhibit "C"

SOLID WASTE REPORTING

Contractor's Construction and Demolition Waste Diversion Reporting Form

City Permit No: _____

Summary Sheet

Please write the name of facilities (e.g., landfill or inert name) materials are taken to.

Facility Name _____ Total Tons _____

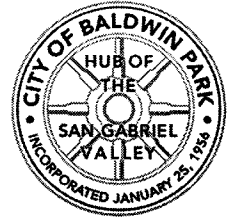
Facility Name _____ Total Tons _____

Facility Name _____ Total Tons _____

To the best of my knowledge, the above estimates are an accurate representation of the disposition of the construction and demolition materials generated on-site at the construction job. I understand that the City may audit disposal and recycling documentation related to this survey.

Print Name: _____

Additional Notes/
Comments:



**City of Baldwin Park
Contractor's Construction and Demolition
Waste Diversion Reporting Form**

Job site address or project (where waste was generated): _____

Company Name: _____ City Permit No: _____

Material	Name of Facility/Site where taken	Disposal	Aggregate	Recycled or Reused				
				Alternative Landfill	Compost	Engineered Fill	Mulch	Other
		Tons	Tons	Tons	Tons	Tons	Tons	Tons
Asphalt								
Concrete								
Dirt								
Green Waste								
Metal								
Other Segregated materials (describe)								
Rocks								
Wood								
Mixed Waste								
Other Construction or Demolition Waste								
Total								

Prepared by: _____ Date of Report _____

Exhibit “D”

CITY OF BALDWIN PARK
Swedlows Distributors, Inc.

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **Swedlows Distributors, Inc.** the Principal and the Oblige have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the **19th day of February, 2020** referred to and made a part hereof for: the provision and removal and installation as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor on December 16, 2019. The general items of work involve the installation of a total of 28 workstations 69"H, which include but not limited to; flipper door overheads with lights, surfaces, supports, BBF & FF pedestals, glass tiles, and City Hall, 2nd Floor, which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Baldwin Park, as Oblige, in the sum **Eighty three thousand EIGHT hundred FIFTY SEVEN and 29/100 dollars (\$83,857.29)**, lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its sub-contractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this **19th day of February, 2020**.

(Corporate Seal)

Principal

(Use of City Bond Form is required)

CITY OF BALDWIN PARK
Swedlows Distributors, Inc.

By _____

Title

(Corporate Seal)

Surety

By _____

Title

APPROVED AS TO FORM:

City Attorney

CITY OF BALDWIN PARK
Swedlows Distributors, Inc.

LABOR AND MATERIAL PAYMENT BOND PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **Swedlows Distributors, Inc.** as Principal, has entered into a contract dated **February 19, 2020**, with the City of Baldwin Park (Obligee) referred to and made a part hereof to perform the following work, to wit: **the City requires the removal and installation as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor on December 16, 2019. The general items of work involve the installation of a total of 28 workstations 69"H, which include but not limited to; flipper door overheads with lights, surfaces, supports, BBF & FF pedestals, glass tiles, and City Hall, 2nd Floor, which requires Principal to file this bond to secure claims made under Civil Code Section 3082 et seq.**

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Baldwin Park, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of **Eighty three thousand eight hundred fifty seven and 29/100 dollars (\$83,857.29)**, lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

CITY OF BALDWIN PARK
Swedlows Distributors, Inc.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Civil Code Section 3082 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Works of Improvement, commencing with Section 3247 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this **19th day of February, 2020.**

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Surety

By _____

Title

(California Civil Code Sections 3248, 3225)

APPROVED AS TO FORM:

City Attorney

CITY OF BALDWIN PARK
Swedlows Distributors, Inc.

WARRANTY BOND
PUBLIC WORK (California)

WHEREAS, the City Council of the City of Baldwin Park, State of California, Swedlows Distributors, Inc., (hereinafter designated as "Principal") have entered into a written contract (the "Contract") dated **February 19, 2020** whereby **Principal agrees to the removal and installation as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor on December 16, 2019. The general items of work involve the installation of a total of 28 workstations 69"H, which include but not limited to; flipper door overheads with lights, surfaces, supports, BBF & FF pedestals, glass tiles, and City Hall, 2nd Floor, which Contract is hereby referred to and made a part hereof; and**

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of Baldwin Park, (hereinafter called "City"), in the penal sum of **Eighty three thousand eight hundred fifty seven and 29/100 dollars (\$83,857.29)**, lawful money of the United States, which is 50% of the amount of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

(Use of City Bond Form is required)

CITY OF BALDWIN PARK
Swedlows Distributors, Inc.

IN WITNESS THEREOF, we have hereunto set our hands and seals this **19th day of February, 2020.**

Principal

By _____

Signature

Date _____

Title

Surety

Address

Phone Number

By _____

Signature

Date _____

Title

APPROVED AS TO FORM:

City Attorney

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____ before me, _____, a Notary
Public, personally appeared _____, personally
known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

Exhibit “E”

TECHNICAL ABILITY AND EXPERIENCE

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give references which will enable the City Council to judge of his responsibility, experience, skill and business and financial standing. Additional numbered pages outlining this portion of the proposal may be attached to this page.

REFERENCES:

1. Name of City or Business _____
Contact Person & Phone No. _____
Type of Work _____
Date Completed _____ Total Contract Amount \$ _____
2. Name of City or Business _____
Contact Person & Phone No. _____
Type of Work _____
Date Completed _____ Total Contract Amount \$ _____
3. Name of City or Business _____
Contact Person & Phone No. _____
Type of Work _____
Date Completed _____ Total Contract Amount \$ _____
4. Name of City or Business _____
Contact Person & Phone No. _____
Type of Work _____
Date Completed _____ Total Contract Amount \$ _____
5. Name of City or Business _____
Contact Person & Phone No. _____
Type of Work _____
Date Completed _____ Total Contract Amount \$ _____

Exhibit “F”

Special Conditions

GENERAL

The work comprises the removal and installation to the partitions at City Hall, 2nd Floor located at 14403 E. Pacific Avenue, Baldwin Park, CA 91706. The Contractor shall provide construction materials, equipment, labor, supervision and all services required to perform the removal and installation of partitions at City Hall, 2nd Floor as per quotes provided. Work includes, but not limited to, surface preparation including leveling and all appurtenant work per specifications. Contractor shall commence the services pursuant to these specifications upon receipt of a written notice to proceed and shall perform all services within thirty (30) calendar days established in the "Schedule of Performance" attached hereto as Exhibit "D". When requested by the Contractor, the City Operations Supervisor may approve extensions to the time period(s) specified in the Schedule of Performance in writing.

PERMIT

The Contractor shall, at his own expense, obtain a business license from the City of Baldwin Park. Additionally, the Contractor shall obtain a "no-fee" permit from the City's Building Division. The Contractor shall comply with all Federal, State or local laws, ordinances or rules and regulations relating to the performance of the work.

PRE-CONSTRUCTION MEETING AND MISCELLANEOUS REQUIREMENTS

Prior to commencing work, there will be a preconstruction meeting to be attended by the Operations Supervisor, Contractor, Inspector, Public Works staff at which time the Contractor shall be informed of specific instructions necessary to meet construction quality standards and other documentation which may be required. The Contractor shall submit a construction schedule, components, parts and materials specifications proposed for use on the project during this meeting.

CONSTRUCTION MATERIALS

The Contractor shall furnish all materials required to complete the work under this contract. Contractor is required as part of this agreement to furnish all materials to accomplish maintenance in accordance with the foregoing specifications. The unit prices to be paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as specified herein, and as directed by the Operations Supervisor. The contractor may offer equals and equivalents for materials and products. This procedure shall conform to the latest edition of the State Specification (Section 6-1.05) Pursuant to California Public Contract Code Section 3400, submission of data substantiating a request for a substitution of "an equal" item shall occur 7 days after award of contract. Use of City form is required.

Attachment 3
A1 Concrete & Construction Inc.

CONTRACT DOCUMENTS
CONTRACT SERVICE AGREEMENT FOR
City Project No. 20-150 - Replace Flooring/Carpet at City Hall

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this **19th day of February 2020** by and between the CITY OF BALDWIN PARK, a municipal corporation, (herein "City") and **A-1 Concrete & Construction, Inc.** (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. City requires the construction and furnishing of all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents. The general items of work involve **construction of a new Housing interview room, conference room expansion, replacing the existing reception counter, and employees lounge remodel as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor as stated in Exhibit A.** Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

B. City desires to have Contractor perform said construction services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services – In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Special and Technical Provisions, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 Documents Included in Contract – This contract consists of the Specifications, Designation of Sub-contractors, Statement of Non-collusion by Contractor, Certification of Principal, Supplemental Information, this Contract Services Agreement, Faithful Performance Bond, Labor and Materials Bond, Warranty Bond, Guarantee, Tax Identification Form, Workers' Compensation Certification, and any and all schedules and

attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency, this Agreement shall govern.

1.3 Compliance with Law – All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments – Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all sub-contractors' compliance with this Section.

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

1.6 Care of Work – The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work while in its control, and the equipment, materials, papers, documents, plans, studies and/or other components thereof while in its control to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own or a third party's negligence or misconduct.

1.7 Further Responsibilities of Parties – Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all sub-contractors to comply with the provisions of this agreement.

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

1.9 Special Requirements – Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the attached hereto as Exhibit "A through F" and incorporated herein by this reference.

1.10 Prevailing Wages Laws – In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the office of the City Clerk and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2. **COMPENSATION**

2.1 Contract Sum – For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of **Two Hundred and Seven Thousand Nine Hundred Two Dollars (\$207,902.00)**, (herein "Contract Sum"), except as provided in Section 1.8. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably

deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 7.3 of this Agreement for retention of funds.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence – Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance – Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", if any, and incorporated herein by this reference. When requested by the Contractor, the Contract Officer may approve extensions to the time period(s) specified in the Schedule of Performance in writing.

3.3 Force Majeure – The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term – Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4. COORDINATION OF WORK

4.1 Representative of Contractor – The following principals of Contractor are hereby designated as being the representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

A-1 Concrete & Construction, Inc.
Attn: Pascual Humberto Campos Rodarte
781 N. Loren Avenue
Azusa, CA 91702

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer – The Contract Officer shall be such person as may be designated by the Director of Recreation & Community Services or Operations Supervisor. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Assignment – The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor – Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its sub-contractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, sub-contractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a

wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its sub-contractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work – Contractor represents that it employs, will employ, or will contract with at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation – City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

4.7 Trenches or Excavations – Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.
- c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to

be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance – The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
()	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
()	Professional Liability Insurance (providing for a one year discovery period)	\$1,000,000 limit
(X)	Workers' Compensation/Employers' Liability Insurance	Statutory \$1,000,000 per occurrence

CONDITIONS:

In accordance with Public Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of "A" minus or better. This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Operations Supervisor, City of Baldwin Park, 4100 Baldwin Park Blvd., Baldwin Park, CA 91706.

Any insurance maintained by the City of Baldwin Park shall apply in excess of and not combined with insurance provided by this policy.

The City of Baldwin Park, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above. Such endorsements

shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements, is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secures said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its sub-contractor's performance of the work covered under this agreement.

Each contract between the Contractor and any sub-contractor shall require the sub-contractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification – Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any third party person, firm or entity arising or alleged to arise out of the negligent performance of the work, operations or activities of Contractor, its agents, employees, sub-contractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents, employees, or contractors, and in connection therewith:

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

- b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of Contractor's (or its agents', employees', sub-contractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
- d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages arising from a third party claim attributable to injury to persons or property arising or alleged to arise from as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all sub-contractors.

5.3 Labor and Materials, Performance and Warranty Bonds – Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond, a performance bond and a warranty bond, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Sufficiency of Insurer or Surety – Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California,

rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 Substitution of Securities – Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

6. RECORDS AND REPORTS

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

6.2 Records – Contractor shall keep, and require sub-contractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Subject to reasonable confidentiality obligations, the Contract Officer shall have full and free access to such books and records at all times during normal business hours of City to the extent reasonably required to confirm Contractor's compliance with its obligations hereunder, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event such any audit is required during such three (3) year period.

6.3 Ownership of Documents – All drawings, reports, records, documents and other materials newly developed and prepared by Contractor, its employees, sub-contractors and agents solely in the performance of this Agreement shall be the property of City and

shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law – This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes – In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 Retention of Funds – Progress payments shall be made in accordance with the provisions of Section 2.2 of this agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of

the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

7.4 Waiver – No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

7.6 Legal Action – In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Intentionally blank

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

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

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

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

8.2 Conflict of Interest – The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination – Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

City: City of Baldwin Park
4100 Baldwin Park Blvd.
Baldwin Park, California 91706
Attention: Director of Recreation & Community Services

Contractor: A-1 Concrete & Construction, Inc.
781 N. Loren Avenue
Azusa, CA 91702

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

9.3 Integration; Amendment – It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and

understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

9.5 Hiring of Undocumented Workers Prohibited – Contractor shall not hire or employ any person to perform work within the City of Baldwin Park or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

9.6 Unfair Business Practices Claims – In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or sub-contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

9.7 Corporate Authority – The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.8 Legal Responsibilities – The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor their officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.9 Termination for Convenience – The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor

shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications, which were a part of the Agreement.

9.10 Except (i) as expressly set forth in the section "Claims Not Covered by this Agreement," all disputes, claims, complaints, or controversies ("Claims") that I may have against The City of Baldwin Park and/or any of its subsidiaries, affiliates, officers, directors, Mayor, Councilmembers employees, agents, and/or any of its clients or customers (collectively and individually the "City"), or that the Company may have against the City, including contract claims; tort claims; discrimination and/or harassment claims; retaliation claims; claims for wages, compensation, penalties or restitution; and any other claim under any federal state, or local statute, compensation, regulation, rule, ordinance, or common law, arising out of and/or directly or indirectly related to this contract with the City, and/or the terms and conditions of my contract with the Company, and/or termination of my contract with the City (collectively "Covered Claims"), are subject to confidential arbitration pursuant to the terms of this Agreement and will be resolved by Arbitration and NOT by a court or jury. The parties hereby forever waive and give up the right to have a judge or jury decide any Covered Claims.

To the maximum extent permitted by applicable law, the parties agree that:

- No Covered Claims may be initiated or maintained on a class action, collective action, or representative action basis either in court or arbitration;
- A court competent jurisdiction no an arbitrator, must resolve issues concerning the enforceability or validity of the class action, collective action, or representative action waiver set forth above;
- If, for any reason, the class action, collective action, or representative action waiver is held unenforceable or invalid in whole or part, then a court of competent jurisdiction, not an arbitrator, will decide the type of claims to which the waiver was held unenforceable or invalid;

- All claims must be brought in a party's capacity and unless the parties express expressly agree in writing, Covered Claims may not be joined or consolidated in court or arbitration with other individuals' claims, and no damages or penalties may be sought or recovered on behalf of the other individuals"; and
- While I have the right to file charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board ("NLRB"), the Department of Labor, the Occupational Safety and Health Commission, or any other federal, state, or local administrative agency, if any federal, state, or local administrative agency proceeding does not finally resolve the Covered Claim, the parties must submit the claim to arbitration under this Agreement.

"Claims Not Covered by this Agreement"

- Workers' compensation benefits, unemployment compensation benefits, claims for benefits under a plan that is governed by the Employee Retirement Income Security Act of 1974 ("ERISA"), and claims which are subject to the exclusive jurisdiction of the NLRB; and
- Any claim that is expressly precluded from arbitration by a governing federal law or by a state law that is not preempted by the Federal Arbitration Act ("FAA") or other federal law.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents, which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CONTRACTOR: A-1 CONCRETE & CONSTRUCTION, INC.

By: _____
(Print Name)

By: _____
(Print Name)

Signature: _____

Signature: _____

Title: _____

Title: _____

Address: _____

Address: _____

CITY OF BALDWIN PARK, a municipal
corporation

By: _____
Manuel Lozano, MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____

Exhibit "A"



**781 N. Loren Ave.
Azusa, CA 91702**

January 23, 2020

Mr. John Beshay, Engineering Manager
City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706

RE: Interior Renovation Services

Dear Mr. Beshay:

A-1 Concrete & Construction, Inc. is pleased to present our proposal in response to the above referenced Request for Proposal. All work included consists of supervision, labor, material and equipment to complete the project as described in the Scope of Work.

We carry \$1,000,000/\$2,000,000 in general liability insurance and \$1,000,000 of workers compensation insurance. Please see attached Certificates of Insurance.

A-1 Concrete & Construction, Inc., is a licensed general contractor which holds a B license along with C-8 (Concrete) specialties. A-1 Concrete & Construction, Inc. has (1) corporate office located at 781 N. Loren Avenue, Azusa, CA 91702 and we employ (10) people on a full time basis and up to (30) people depending on the number and labor requirements of each contract we are performing.

A-1 Concrete & Construction, Inc. performs general contracting for various clients. Some of these are:

1. Bright Star Schools 600 S. La Fayette Park Place, Los Angeles, CA 90057
2. Valor Academy High School, 9356 Lemona Avenue, North Hills CA 91343

3. Granada Hills Charter High School, 10535 Zelzah Ave., Granada Hills, CA 91344

The key personnel to this project are Pascual Campos, President and Lauryn S. Burnett, Project Manager. Mr. Campos has 21 years of construction experience. Ms. Burnett has 24 years of construction and construction management experience on projects ranging from \$5,000 to \$6,000,000 working with many different agencies, including the City of Baldwin Park. Ms. Burnett holds a CQM certificate from the Army Corp of Engineers, which expires in August 2022. Ms. Burnett will serve as the Project and Quality Control Manager for this project. Mr. Campos would serve as the Senior Project Manager.

The cost to perform the above referenced scope of work is \$159,271.00. Please see the attached price proposal for a breakout of the costs.

Please do not hesitate to contact A-1 Concrete & Construction, Inc. with any questions as they relate to this response to Request for Proposal.

Sincerely,

A handwritten signature in black ink that reads "Pascual Campos" followed by a stylized monogram "PB".
Pascual Campos
President



City of Baldwin Park - 2nd Floor Remodeling Project - R2

February 11, 2020

Schedule of Values

<u>Item No.</u>	<u>Description</u>	<u>Cost</u>
1	General Requirements, Daily Clean-Up, Supervision, Safety, Business License, Protection of areas outside scope. Note: proposed pricing is for after hours work, 06:30pm to 6:00am, and weekends 8:00am to 4:00pm. Contractor to provide 'As Built' drawings for the areas covered in the scope below only.	\$ 28,598
2	Demolition: Provide labor & materials to demolish, remove & haul away existing conference room walls. Demolish existing casework @ N end outside of conference room. Cut new opening @ S end of conference room for new hallway access. Detach existing conference room door and frame, salvage for re-use @ kitchen.	\$ 2,513
3	Drywall: Provide labor & materials to construct approximately 40' of new walls. New walls to be constructed using 20 ga. 3-5/8" metal stud framing, 16" o.c. with sound batt insulation, (2) layers of 5/8" drywall, one on each side, taped and sanded ready for paint. New ceiling to be hard lid, constructed using 1/2" GWB on 20 ga. metal stud framing, 16" o.c., taped and sanded ready for paint. No painting included in this price.	\$ 14,688
4	Glazing: Provide labor & materials to construct approximately 17' of new framed glass curtain wall 8' H with (1) glass door 3'-0" x 8'-0". Glass to be acoustically rated double glazed, sound resistant. Frame to be aluminum in bronze color to match existing @ building entrance.	\$ 17,280
5	Electrical: Provide labor & materials to run (3) new 1/2" EMT conduit for low voltage cables stubbed up above ceiling with pull string. Provide labor & materials to relocate (1) electrical receptacle to (1) monument outlet @ center of room and run (2) additional 3/4" EMT electrical conduits. Monument outlet to have room for data cable connections and high voltage connections. Pull wires through for electrical portion only. No brackets for flat screen monitor included. Relocate existing HVAC register/return as necessary with new hard lid ceiling. Coring & X-ray of slab included.	\$ 11,174
6	Demolition: Provide labor & materials to demolish, remove & haul away the existing wood partitions. Protect columns and ceiling decor in place.	\$ 1,915
7	Glazing: Provide labor & materials to construct approximately 23' of new glass curtain wall 8' H. Glass curtain wall to be acoustically rated double glazed, sound resistant. Frame to be aluminum in bronze color to match existing @ building entrance. Include (2) glass doors 3'-0" x 8'-0" with lockset hardware.	\$ 21,600
8	Drywall: Provide labor & materials to construct approximately 26' of new walls. New walls to be constructed using 20 ga. 3-5/8" metal stud framing, 16" o.c., sound batt insulation and one layer 5/8" drywall on each side, resilient channel with 1/4" drywall over top for sound attenuation, taped and sanded ready for paint. New t-bar ceiling to match existing t-bar grid using Armstrong grid and 769A 2x4 ceiling tiles, sound batt insulation above ceiling tiles for sound attenuation. Construct soffit as necessary to maintain uniformity with existing soffit.	\$ 9,806
9	Fire/Life/Safety: Provide labor & materials to install (1) new fire alarm strobe in conference room. Integrate into existing fire/life/safety system.	\$ 1,440

Schedule of Values

<u>Item No.</u>	<u>Description</u>	<u>Cost</u>
10	HVAC: Provide labor & materials to re-route existing HVAC ductwork to accommodate (1) new register and (1) new return for newly constructed meeting room. No new t-stat for this room.	\$ 5,875
11	Electrical: Provide labor & materials to run (1) new 1/2" EMT conduit for low voltage cables stubbed up above ceiling with pull string. Provide labor & materials to install (2) new duplex electrical receptacles and (1) monument outlet @ center of room and run (2) additional 3/4" EMT conduits. Monument outlet to have room for data cable connections and high voltage connections. Pull wires through for electrical portion only. Coring & X-ray of slab included. Relocate (2) light fixtures as necessary in reception area to allow for new meeting room.	\$ 5,357
10	Demolition: Provide labor & materials to demolish, remove & haul away the existing counter and case work, approx. 60 l.f.	\$ 2,801
11	Casework: Provide & install new WIC Custom grade casework using Formica Laminate in Hard Rock Maple 86992 (Matte) approx. 15'-6" (2 sections) one on each side of counter area with (1) center counter approx. 15 l.f. Provide & install (2) swing doors for access. Provide and install new quartz countertop @ 42" H with one section of ADA compliant counter space. New casework and countertop to include (1) cash wrap at one end for City business. Detach & reset (4) existing panic buttons.	\$ 41,184
12	Electrical: Provide labor & materials to incorporate existing electrical conduits into new casework, providing access wells as necessary to conceal wires and cables. Provide labor & materials to install new 1/2" EMT conduit to conceal existing wiring into existing cable tray. Include (1) new electrical monument outlet. Relocate (2) existing light fixtures.	\$ 4,752
13	Demolition: Provide labor & materials to demolish, remove & haul away the existing countertops, cabinets, cooktop, sink & faucet. Demo, remove & haul away drywall wall @ S end of kitchen to allow for kitchen expansion.	\$ 3,434
14	Cabinetry: Provide & install new WIC Custom grade base & upper cabinets using Formica Laminate in Moonstone 7872 (Matte), including pantry 24" W @ one end, (2) cubbies for microwave, with new single basin stainless steel sink and faucet. Leave enough room for refrigerator to remain where it is. Provide & install new quartz countertops approx. 14 l.f. w/cutouts for sink/faucet.	\$ 24,487
15	Drywall: Provide labor & materials to construct approximately 11' of new wall. New walls to be constructed using 20 ga. 3-5/8" metal stud framing, 16" o.c., sound batt insulation and one layer 5/8" drywall on each side, taped and sanded ready for paint. New ceiling to be hard lid, constructed using 1/2" GWB on 20 ga. metal stud framing, 16" o.c., taped and sanded ready for paint. Re-install salvaged door and frame from conference room. Re-use door hardware.	\$ 3,132
16	Electrical: Provide labor & materials to install 1/2" EMT conduit to conceal existing electrical wiring inside new walls, relocate (1) light fixture. Demo, cap off and make safe electrical connections for the existing cooktop. Relocate existing HVAC registers/returns as necessary.	\$ 2,794
Total w/ OH&P		\$ 202,831
Bond Fees @ 2.5%		\$ 5,071
GRAND TOTAL		\$ 207,902



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wellington Partners Ins Svcs 21900 Burbank Blvd. Suite 300 Woodland Hills CA 91367		CONTACT NAME: Michael Kohanfars PHONE (A/C, No, Ext): (818) 492-4355 E-MAIL ADDRESS: certs@wpisgroup.com FAX (A/C, No): (855) 933-5544															
INSURED A - 1 CONCRETE & CONSTRUCTION INC 781 N Loren Ave Azusa CA 91702		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td></td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D : EVEREST NATIONAL INSURANCE COMPANY</td><td>10120</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C :		INSURER D : EVEREST NATIONAL INSURANCE COMPANY	10120	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER D : EVEREST NATIONAL INSURANCE COMPANY	10120																
INSURER E :																	
INSURER F :																	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	7600018129191	09/21/2019	09/21/2020	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moothart Insurance Agency, Inc. PO Box 1100 Los Alamitos, CA 90720-1100 License #: 0286788	CONTACT NAME: Jon G Moothart	FAX (A/C, No): (562)596-0233
	PHONE (A/C, No, Ext): (562)596-2481	E-MAIL ADDRESS: jon@moothartinsurance.com
INSURED A-1 Concrete & Construction Inc. 781 N. Loren Ave Azusa, CA 91702	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Gemini Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 00000000-0 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		VCGP024926	08/29/2019	08/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LMB ☐ OCCUR ☐ EXCESS LMB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in 1st) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JGMR)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	0	Mar 8, '20	Mar 22, '20	Apr 5, '20
1	✖	Submittals, Shop Drawings	10 days	Fri 2/28/20	Thu 3/12/20					
2	🕒	Reception - Casework Lead time	45 days	Fri 3/13/20	Thu 5/14/20	1				
3	🕒	Kitchen - Cabinets Lead time	15 days	Fri 3/13/20	Thu 4/2/20	1				
4	🕒	Conference Room - Demolition	2 days	Fri 3/13/20	Mon 3/16/20	1				
5	🕒	Conference Room - Framing	2 days	Tue 3/17/20	Wed 3/18/20	4				
6	🕒	Conference Room - Glazing	3 days	Thu 3/19/20	Mon 3/23/20	5				
7	🕒	Conference Room - Electrical	1 day	Thu 3/19/20	Thu 3/19/20	5				
8	🕒	Conference Room - Drywall/Ceiling	1 day	Fri 3/20/20	Fri 3/20/20	7				
9	🕒	Conference Room - Tape/Sand/Finish	2 days	Mon 3/23/20	Tue 3/24/20	8				
10	🕒	Conference Room - Finish/Clean-up	1 day	Wed 3/25/20	Wed 3/25/20	9				
11	🕒	Reception - Demolition	2 days	Fri 5/15/20	Mon 5/18/20	2				
12	🕒	Reception - Electrical	1 day	Tue 5/19/20	Tue 5/19/20	11				
13	🕒	Reception - Casework Installation	3 days	Wed 5/20/20	Fri 5/22/20	12				
14	🕒	Reception - Countertop Installation	3 days	Mon 5/25/20	Wed 5/27/20	13				
15	🕒	Reception - Finish/Clean-up	1 day	Thu 5/28/20	Thu 5/28/20	14				
16	🕒	Meeting Room - Demolition	2 days	Fri 5/15/20	Mon 5/18/20	2				
17	🕒	Meeting Room - Framing	3 days	Tue 5/19/20	Thu 5/21/20	16				
18	🕒	Meeting Room - Electrical	1 day	Fri 5/22/20	Fri 5/22/20	17				
19	🕒	Meeting Room - Glazing	2 days	Mon 5/25/20	Tue 5/26/20	18				
20	🕒	Meeting Room - HVAC	1 day	Wed 5/27/20	Wed 5/27/20	19				
21	🕒	Meeting Room - Drywall/Ceiling	1 day	Thu 5/28/20	Thu 5/28/20	20				
22	🕒	Meeting Room - Tape/Sand/Finish	2 days	Fri 5/29/20	Mon 6/1/20	21				
23	🕒	Meeting Room - Finish/Clean-up	1 day	Tue 6/2/20	Tue 6/2/20	22				
24	🕒	Kitchen - Demolition	2 days	Fri 4/3/20	Mon 4/6/20	3				
25	🕒	Kitchen - Electrical	1 day	Tue 4/7/20	Tue 4/7/20	24				
26	🕒	Kitchen - HVAC	1 day	Tue 4/7/20	Tue 4/7/20	24				
27	🕒	Kitchen - Framing/Door	2 days	Wed 4/8/20	Thu 4/9/20	26				
28	🕒	Kitchen - Drywall/Ceiling	2 days	Fri 4/10/20	Mon 4/13/20	27				
29	🕒	Kitchen - Tape/Sand/Finish	2 days	Tue 4/14/20	Wed 4/15/20	28				
30	🕒	Kitchen - Cabinet, Sink & Faucet Installation	3 days	Thu 4/16/20	Mon 4/20/20	29				
31	🕒	Kitchen - Finish/Clean-up	1 day	Tue 4/21/20	Tue 4/21/20	30				

Task	External Milestone	Manual Summary Rollup
Split	Inactive Task	Manual Summary
Milestone	Inactive Milestone	Start-only
Summary	Inactive Summary	Finish-only
Project Summary	Manual Task	Deadline
External Tasks	Duration-only	Progress

City of Baldwin Park Interior Renovations

ID	Task Mode	Task Name	Duration	Start	Finish	M	Apr 19, '20	F	T	S	W	S	T	M	F	T	S	W	S	T	May 3, '20	May 17, '20	May 31, '20
1	✖	Submittals, Shop Drawings	10 days	Fri 2/28/20	Thu 3/12/20																		
2	👤	Reception - Casework Lead time	45 days	Fri 3/13/20	Thu 5/14/20																		
3	👤	Kitchen - Cabinets Lead time	15 days	Fri 3/13/20	Thu 4/2/20																		
4	👤	Conference Room - Demolition	2 days	Fri 3/13/20	Mon 3/16/20																		
5	👤	Conference Room - Framing	2 days	Tue 3/17/20	Wed 3/18/20																		
6	👤	Conference Room - Glazing	3 days	Thu 3/19/20	Mon 3/23/20																		
7	👤	Conference Room - Electrical	1 day	Thu 3/19/20	Thu 3/19/20																		
8	👤	Conference Room - Drywall/Ceiling	1 day	Fri 3/20/20	Fri 3/20/20																		
9	👤	Conference Room - Tape/Sand/Finish	2 days	Mon 3/23/20	Tue 3/24/20																		
10	👤	Conference Room - Finish/Clean-up	1 day	Wed 3/25/20	Wed 3/25/20																		
11	👤	Reception - Demolition	2 days	Fri 5/15/20	Mon 5/18/20																		
12	👤	Reception - Electrical	1 day	Tue 5/19/20	Tue 5/19/20																		
13	👤	Reception - Casework Installation	3 days	Wed 5/20/20	Fri 5/22/20																		
14	👤	Reception - Countertop Installation	3 days	Mon 5/25/20	Wed 5/27/20																		
15	👤	Reception - Finish/Clean-up	1 day	Thu 5/28/20	Thu 5/28/20																		
16	👤	Meeting Room - Demolition	2 days	Fri 5/15/20	Mon 5/18/20																		
17	👤	Meeting Room - Framing	3 days	Tue 5/19/20	Thu 5/21/20																		
18	👤	Meeting Room - Electrical	1 day	Fri 5/22/20	Fri 5/22/20																		
19	👤	Meeting Room - Glazing	2 days	Mon 5/25/20	Tue 5/26/20																		
20	👤	Meeting Room - HVAC	1 day	Wed 5/27/20	Wed 5/27/20																		
21	👤	Meeting Room - Drywall/Ceiling	1 day	Thu 5/28/20	Thu 5/28/20																		
22	👤	Meeting Room - Tape/Sand/Finish	2 days	Fri 5/29/20	Mon 6/1/20																		
23	👤	Meeting Room - Finish/Clean-up	1 day	Tue 6/2/20	Tue 6/2/20																		
24	👤	Kitchen - Demolition	2 days	Fri 4/3/20	Mon 4/6/20																		
25	👤	Kitchen - Electrical	1 day	Tue 4/7/20	Tue 4/7/20																		
26	👤	Kitchen - HVAC	1 day	Tue 4/7/20	Tue 4/7/20																		
27	👤	Kitchen - Framing/Door	2 days	Wed 4/8/20	Thu 4/9/20																		
28	👤	Kitchen - Drywall/Ceiling	2 days	Fri 4/10/20	Mon 4/13/20																		
29	👤	Kitchen - Tape/Sand/Finish	2 days	Tue 4/14/20	Wed 4/15/20																		
30	👤	Kitchen - Cabinet, Sink & Faucet Installation	3 days	Thu 4/16/20	Mon 4/20/20																		
31	👤	Kitchen - Finish/Clean-up	1 day	Tue 4/21/20	Tue 4/21/20																		

City of Baldwin Park Interior Renovations	Task	External Milestone	Manual Summary Rollup
	Split	Inactive Task	Manual Summary
	Milestone	Inactive Milestone	Start-only
	Summary	Inactive Summary	Finish-only
Project Summary	Manual Task		Deadline
	Duration-only		Progress
External Tasks			

Exhibit “B”

TIME OF COMPLETION

The Contractor shall begin work within ten (10) calendar days after receiving the "Notice to Proceed".

The Contractor shall diligently prosecute the work to completion before the expiration of Seventy Five (75) calendar days after the "start of work on the contract".

WORKING HOURS

Construction work is limited to normal working hours unless prior written approval is obtained from the Operations Supervisor. Monday through Thursday working hours are between the hours of 6:30 p.m. and 5 a.m., and 8 a.m. to 5 p.m. Friday through Sunday and occasional weekdays on a special written request. Deviation from these hours and days will not be permitted unless prior written consent is obtained from the Operations Supervisor, except in emergencies involving immediate hazard to persons or property. The Contractor shall obtain approval for any deviation from regular working hours or days by submitting a written request to the Operations Supervisor at least 5 working days in advance, for approval by the Director of Recreation and Community Services. This includes, but not limited to, weekdays from 8 a.m. to 5 p.m. Monday through Thursday. Night/Extended work hours (6 p.m. – 5 a.m.) can be authorized on a day-by-day basis with prior approval from the Operations Supervisor. Night work requires a special permit with inspection fees and advance approval by the City Building Official.

Exhibit “C”

SOLID WASTE REPORTING**Contractor's Construction and Demolition
Waste Diversion Reporting Form**

City Permit No: _____

Summary Sheet

Please write the name of facilities (e.g., landfill or inert name) materials are taken to.

Facility Name _____ Total Tons _____

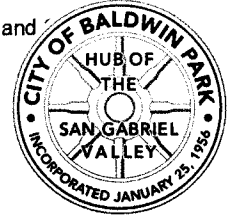
Facility Name _____ Total Tons _____

Facility Name _____ Total Tons _____

To the best of my knowledge, the above estimates are an accurate representation of the disposition of the construction and demolition materials generated on-site at the construction job. I understand that the City may audit disposal and recycling documentation related to this survey.

Print Name: _____

**Additional Notes/
Comments:**



City of Baldwin Park

Contractor's Construction and Demolition Waste Diversion Reporting Form

Job site address or project (where waste was generated): _____

Company Name: _____ City Permit No: _____

Material	Name of Facility/Site where taken	Disposal	Aggregate	Recycled or Reused				
				Alternative Landfill	Compost	Engineered Fill	Mulch	Other
		Tons	Tons	Tons	Tons	Tons	Tons	Tons
Asphalt								
Concrete								
Dirt								
Green Waste								
Metal								
Other Segregated materials (describe)								
Rocks								
Wood								
Mixed Waste								
Other Construction or Demolition Waste								
Total								

Prepared by: _____ Date of Report _____

CITY OF BALDWIN PARK

A-1 Concrete and Construction

Exhibit “D”

(Use of City Bond Form is required)

(Use of City Bond Form is required)

CITY OF BALDWIN PARK

A-1 Concrete and Construction, Inc.

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **A-1 Concrete & Construction, Inc.** the Principal and the Obligees have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the **19th day of February, 2020** referred to and made a part hereof for: the provision and **construction of a new Housing interview room, conference room expansion, replacing the existing reception counter, and employees lounge remodel as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor as stated in Exhibit A.,** which agreement requires the Principal to provide Obligees with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Baldwin Park, as Obligees, in the sum **Two Hundred and Seven Thousand Nine Hundred Two Dollars (\$207,902.00)**, lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its sub-contractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this **19th day of February, 2020.**

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Surety

By _____

Title

APPROVED AS TO FORM:

City Attorney

CITY OF BALDWIN PARK

A-1 Concrete and Construction, Inc.

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Shaw Industries, Inc., dba **A-1 Concrete & Construction, Inc.**, as Principal, has entered into a contract dated **February 19, 2020**, with the City of Baldwin Park (Obligee) referred to and made a part hereof to perform the following work, to wit: the **construction of a new Housing interview room, conference room expansion, replacing the existing reception counter, and employees lounge remodel as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor as stated in Exhibit A.**, which requires Principal to file this bond to secure claims made under Civil Code Section 3082 et seq.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Baldwin Park, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of **Two Hundred and Seven Thousand Nine Hundred Two Dollars (\$207,902.00)** lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract,

CITY OF BALDWIN PARK

A-1 Concrete and Construction, Inc.

plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Civil Code Section 3082 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Works of Improvement, commencing with Section 3247 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this **19th day of February, 2020.**

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Surety

By _____

Title

(California Civil Code Sections 3248, 3225)

APPROVED AS TO FORM:

City Attorney

WARRANTY BOND
PUBLIC WORK (California)

WHEREAS, the City Council of the City of Baldwin Park, State of California, Shaw Industries, Inc., dba **A-1 Concrete & Construction, Inc.**, (hereinafter designated as "Principal") have entered into a written contract (the "Contract") dated **February 19, 2020** whereby **Principal agrees to the r construction of a new Housing interview room, conference room expansion, replacing the existing reception counter, and employees lounge remodel as well as all labor, material, equipment, services, and incidentals required by the Specifications, and contract documents including proposals submitted by Contractor as stated in Exhibit A.**, which Contract is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of Baldwin Park, (hereinafter called "City"), in the penal sum of **Two Hundred and Seven Thousand Nine Hundred Two Dollars (\$207,902.00)**, lawful money of the United States, which is 50% of the amount of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

(Use of City Bond Form is required)
CITY OF BALDWIN PARK

A-1 Concrete and Construction, Inc.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this **19th day of February, 2020.**

Principal

By _____

Date _____

Signature

Title

Surety

Address

Phone Number

By _____

Date _____

Signature

Title

APPROVED AS TO FORM:

City Attorney

STATE OF CALIFORNIA

COUNTY OF WHITFIELD

On _____ before me, _____, a Notary Public, personally appeared _____, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

Exhibit “E”

EXPERIENCE STATEMENT

To be responsive, the bidder must list below a minimum of three public agencies for which bidder has performed similar work within the past five years. Only projects in excess of \$1,000,000 each qualify as similar for this project.

1. Project Title COSTA MESA
Contract Amount _____
Type of Work Commercial Storefront
Client Murray Construction
Agency Project Manager Steve Murray Phone (444) 289-8473
Date Completed 8-2-18 % Subcontracted _____

2. Project Title Westminister
Contract Amount _____
Type of Work Commercial Storefront
Client KJH Construction
Agency Project Manager Kelly Henry Phone (951) 813-3773
Date Completed 11-12-18 % Subcontracted _____

3. Project Title Pacific Senior Living
Contract Amount _____
Type of Work Commercial Storefront
Client Beyond Construction
Agency Project Manager Cameron Azan Phone (909) 720-0069
Date Completed 1-30-19 % Subcontracted _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature FRANCISCO MORA

EXPERIENCE STATEMENT

To be responsive, the bidder must list below a minimum of three public agencies for which bidder has performed similar work within the past five years. Only projects in excess of \$1,000,000 each qualify as similar for this project.

1. Project Title YEH RESIDENCE
Contract Amount \$17,500.00
Type of Work KITCHEN CABINET INSTALLATION
Client KARL & DEBBIE YEH
Agency Project Manager EMILIO RAMIREZ Phone 818-272-4221
Date Completed 4-15-17 % Subcontracted YES

2. Project Title STEVENSON PARK
Contract Amount \$13,500.00
Type of Work COMMUNITY ROOM CABINETS INSTALLATION
Client CITY OF CARSON
Agency Project Manager CHRISTOPHER ORNE Phone 562-743-7787
Date Completed 11-5-2016 % Subcontracted YES

3. Project Title ANAHEIM WEST TOWER - 9th FLOOR T.I.
Contract Amount \$8,500.00
Type of Work KITCHEN CABINET INSTALLATION
Client CITY OF ANAHEIM
Agency Project Manager CODY ALLMAN Phone 714-448-5456
Date Completed 7-20-19 % Subcontracted YES

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

Exhibit “F”

Special Conditions

GENERAL

The work comprises the removal and installation to the partitions at City Hall, 2nd Floor located at 14403 E. Pacific Avenue, Baldwin Park, CA 91706. The Contractor shall provide construction materials, equipment, labor, supervision and all services required to perform the removal and installation of partitions at City Hall, 2nd Floor as per quotes provided. Work includes, but not limited to, surface preparation including leveling and all appurtenant work per specifications. Contractor shall commence the services pursuant to these specifications upon receipt of a written notice to proceed and shall perform all services within thirty (30) calendar days established in the "Schedule of Performance" attached hereto as Exhibit "D". When requested by the Contractor, the City Operations Supervisor may approve extensions to the time period(s) specified in the Schedule of Performance in writing.

PERMIT

The Contractor shall, at his own expense, obtain a business license from the City of Baldwin Park. Additionally, the Contractor shall obtain a "no-fee" permit from the City's Building Division. The Contractor shall comply with all Federal, State or local laws, ordinances or rules and regulations relating to the performance of the work.

PRE-CONSTRUCTION MEETING AND MISCELLANEOUS REQUIREMENTS

Prior to commencing work, there will be a preconstruction meeting to be attended by the Operations Supervisor, Contractor, Inspector, Public Works staff at which time the Contractor shall be informed of specific instructions necessary to meet construction quality standards and other documentation which may be required. The Contractor shall submit a construction schedule, components, parts and materials specifications proposed for use on the project during this meeting.

CONSTRUCTION MATERIALS

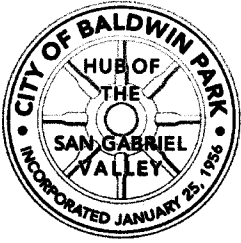
The Contractor shall furnish all materials required to complete the work under this contract. Contractor is required as part of this agreement to furnish all materials to accomplish maintenance in accordance with the foregoing specifications. The unit prices to be paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as specified herein, and as directed by the Operations Supervisor. The contractor may offer equals and equivalents for materials and products. This procedure shall conform to the latest edition of the State Specification (Section 6-1.05) Pursuant to California Public Contract Code Section 3400, submission of data substantiating a request for a substitution of "an equal" item shall occur 7 days after award of contract. Use of City form is required.

A-1 Concrete & Construction, Inc.

Contractor shall use the following materials:

- Glazing: acoustically rated double glazed, sound resistant
- Glass wall height not less than 8 feet for the conference room
- Glass wall height not less than 8 feet for the interview room
- Cabinet Material Formica laminate for reception Counter Formica Laminate which is a thinner material ranging from 0.003" to 0.051" thick (using the 1/16" thickness product). – Color to be determined by City
- Cabinet Material Formica compact laminate for Kitchen - Color to be determined by City
- White quartz for reception countertop and kitchen countertop- Color to be determined by City

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works 
DATE: February 19, 2020
SUBJECT: Approval of a Professional Services Agreement with Nichols Consulting Engineers for the City of Baldwin Park's Pavement Management System (PMS) Update

SUMMARY

This item will approve a Professional Services Agreement (PSA) with Nichols Consulting Engineers for update of the City's Pavement Management System (PMS). The agreement also includes implementation of a dedicated PMS software platform. The system update is required to be performed every three (3) years to certify that the City has a PMS in place and in conformance with the criteria stipulated by the Proposition C Local Return Guidelines established by the Los Angeles County Metropolitan Transportation Authority (LACMTA).

RECOMMENDATION

It is Staff's recommendation that the City Council:

1. Approve the Professional Services Agreement with Nichols Consulting Engineers (NCE) in the amount of \$41,000; and
2. Authorize the Director of Public Works to purchase a new dedicated PMS software system including implementation cost in an amount not-to-exceed \$12,000.00; and
3. Authorize the Mayor and City Clerk to execute the contract with Nichols Consulting Engineers for the development of the PMS updates.

FISCAL IMPACT

There is no impact to the General Fund. The following table lists the funds available for the project which is listed in FY 2019-20 Capital Improvement Program (CIP) Budget as Project # CIP20-165.

CIP 20-165	Proposition A – Fund # 244-50-520-58100-15088	\$30,000.00
	Proposition C – Fund # 245-50-520-58100-15088	\$30,000.00
Total Funding Source		\$60,000.00

Contract for Pavement Management System Updates		\$41,000.00
Purchase of New Pavement Management Software		\$12,000.00
Contingency		\$7,000.00
Total Construction Budget		\$60,000.00

BACKGROUND

A Pavement Management System (PMS) provides a set of tools and methods that assists the Public Works Department in finding cost effective strategies for providing, evaluating, and maintaining asphalt and concrete pavements in a serviceable condition. A PMS consists of two basic components. The first component is a comprehensive database, which contains current and historical information on pavement conditions, pavement structures, and traffic data on all City streets. The second component

is a set of tools that allows staff to determine existing and future pavement conditions and predict financial needs. This information is stored for each pavement section in the PMS. The information will also be integrated with the City's GIS system for staff's use.

The system is implemented by creating an inventory using historical construction data for all arterial and residential roadway network within the City. The roadway inventory is then assessed in the field and a Pavement Condition Index (PCI) is evaluated for each roadway segment. The PCI is a numerical index between 0 and 100, with 100 representing the best possible pavement condition and 0 representing the worst possible pavement condition. The PCI is a critical factor used to develop the schedule for when roadways would need to be resurfaced or reconstructed.

Local jurisdictions are required by LACMTA to have comprehensive pavement data collected and updated once every two years for arterials and collector streets and once every three years for residential streets.

DISCUSSION

Staff has been utilizing a Microsoft Excel based spreadsheet approach to comply with the Guidelines set by LACMTA. The system is unintuitive as it is not designed or dedicated as a PMS platform. The current system is more of a hodgepodge of various incompatible software and databases requiring significant staff time and resources. Modern PMS systems capabilities are designed specifically for the tracking, analysis and modeling of pavement rehabilitation processes making it easier for staff to plan and prioritize projects.

The last update to the system was done in August of 2016 and the new update was due in August of 2019. LACMTA has granted the City an extension in order for the City to accommodate the implementation of a modern PMS system. In addition to the network survey to be performed, the City will also be selecting and implementing the dedicated software system and PMS platform. The deadline to complete the update is April 2020. To help meet the deadline, staff circulated a Request for Proposals (RFP) in January 2020 for professional services.

A total of four proposals were received for the Pavement Management System updates in response to the City's request for proposals process. The proposals were reviewed and evaluated based on 1) general responsiveness to the City's RFP, 2) staff and firm experience with projects in similar size and scope, 3) approach/methodology, 4) hours and level of effort, 5) ability to meet the City's schedule and expectations, and 6) references. Given the evaluation criteria and based on consultant's qualifications and understanding of the scope of work, technical expertise, and relevant experience, staff has selected NCE as the consultant for the project.

NCE will use mobile data collection equipment to evaluate the pavement surface. This consists of modified vehicles with GPS-enabled detection equipment that drive the streets and record pavement surface data. In addition, NCE will assist the City in conducting a comprehensive analysis of the proposed software program and make recommendations for implementation to ensure that the software is the most effective for the City's intended purpose. NCE will provide City staff with training of the new software platform and perform a budget needs analysis and assist the City in creating a multi-year rehabilitation program.

ALTERNATIVES

1. The City Council may choose not to award the contract to Nichols Consulting Engineers and reject all proposals. This action is not recommended as the City is facing a strict deadline to

have the survey portion of the project completed by April 2020. Delaying the work may also increase costs.

2. Provide Staff with alternate direction.

ENVIRONMENTAL REVIEW

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.

LEGAL REVIEW

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

ATTACHMENTS

1. Professional Services Agreement with NCE.

Attachment 1
Professional Services Agreement with NCE

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of February, 2020 by and between the City of Baldwin Park, ("City"), and Nichols Consulting Engineers ("Consultant").

In consideration of the following mutual covenants, provisions and agreements, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Consultant agree as follows:

1. **SCOPE OF SERVICES.** Consultant agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit "A." Duration of Scope of Services may be extended on a month-to-month basis, but shall not exceed the total compensation.

2. **COMPENSATION.** City shall pay for the services performed by Consultant pursuant to the terms of this Agreement at the time and manner set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B."

3. **TIME FOR PERFORMANCE.** Consultant shall perform the services above described in a timely manner in accordance with the professional standard practices to evaluate the pavement surface, assist the City in conducting a comprehensive analysis of the planned software program and make recommendations for implementation to ensure that the software is the most effective for the City's intended purpose, provide City staff with training of the new software platform, perform a budget needs analysis and assist the City in creating a multi-year rehabilitation program.

4. **AUDIT OR EXAMINATION.** Consultant shall keep all records of funds received from City and make them accessible for audit or examination for a period of three years after final payments are issued and other pending matters.

5. **STATUS OF CONSULTANT.** Consultant shall provide all necessary personnel, equipment and material, at its sole expense, in order to perform the services required of it pursuant to this Agreement. For the purpose of this Agreement, Consultant shall be deemed, for all purposes, an independent contractor and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for other entities while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties, therefore, which may become due as a result of services performed hereunder.

6. **ASSIGNMENT.** This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City is prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.

7. **RIGHT TO UTILIZE OTHERS.** City reserves the right to utilize others to perform work similar to the Services provided herein.

8. **COMPLIANCE WITH LAW.** Contract services shall be provided in accordance with the applicable laws and regulations of all governmental agencies that are in force at the time services are performed. Consultant shall be responsible for becoming aware of and staying abreast of all such laws and ensuring that all services provided hereunder conform to such laws. The terms of this Agreement shall be interpreted according to the laws of the State of California.

9. **LIABILITY.** Consultant shall indemnify, and hold harmless City, its officials, officers, and employees against any and all actions, claims, damages, liabilities, losses or expenses of whatsoever kind, name or nature, including legal costs and reasonable attorneys' fees, whether or not suit is actually filed, and any judgment rendered against City and/or its officials, officers, or employees that may be asserted or claimed by any person, firm, or entity arising out of Consultants' negligent performance, or the negligent performance of its agents, employees, subcontractors, or invitees, as well as, negligent acts or omissions of Consultant, its agents, employees, subcontractors or invitees, however, this indemnity clause shall not apply if there is concurrent passive or active negligence on the part of City, or its officials, officers, agents or employees.

10. **INSURANCE.** Consultant shall maintain insurance coverage in accordance with the following during the course of its performance hereunder:

- (A) **Comprehensive General Liability Insurance** (including premises and operations, contractual liability, personal injury and independent Consultants' liability) with the following minimum limits of liability:
 - (1) Personal or Bodily Injury -- **\$1,000,000**, single limit, per occurrence; and
 - (2) Property Damage -- **\$1,000,000**, single limit, per occurrence; or
 - (3) Combined single limits -- **\$2,000,000**.
- (B) **Comprehensive Automobile Liability Insurance** including as applicable own, hired and non-owned automobiles with the following minimum limits of liability:
 - (1) Personal or Bodily Injury -- **\$1,000,000**, single limit, per occurrence; and
 - (2) Property Damage -- **\$1,000,000**, single limit, per occurrence; or
 - (3) Combined single limits -- **\$2,000,000**.
- (C) **Professional Liability Insurance** with annual aggregates of **\$1,000,000** or such other amount as may be approved in writing by the City.
- (D) **Worker's Compensation Insurance** that complies with the minimum statutory requirements of the State of California.
- (E) Prior to commencement of services hereunder, Consultant shall provide City with a certificate of Insurance reflecting the above, and an endorsement for each policy of insurance which shall provide:
 - (1) The City, and its officials, officers, agents and employees are named as additional insured (with the exception of Professional Liability and Worker's Compensation);

- (2) The coverage provided shall be primary (with the exception of Professional Liability and Worker's Compensation) as respects to City, its officials, officers, agents or employees; moreover, any insurance or self-insurance maintained by City or its officials, officers, agents or employees shall be in excess of Consultants' insurance and not contributed with it.
 - (3) The insurer shall provide at least thirty (30) days prior written notice to City of cancellation or of any material change in coverage before such change or cancellation becomes effective.
- (F) With respect to Workers' Compensation Insurance, the insurer shall agree to waive all rights of subrogation against City and City personnel for losses arising from work performed by Consultant for City, and the insurer's agreement in this regard shall be reflected in the Workers' Compensation Insurance endorsement.

11. OWNERSHIP OF DOCUMENTS. All of the documents required to be prepared pursuant hereto shall, upon the completion thereof, be deemed for all purposes to be the property of City. City's ownership of documents includes any and all analysis, computations, plans, correspondence and/or other pertinent data, information, documents, and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement. Such work product shall be transmitted to City within ten (10) days after a written request therefore. Consultant may retain copies of such products. Any re-use by City shall be at the sole risk of City and without liability to Consultant.

12. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

13. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.

14. CONFLICT OF INTEREST. Consultant agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflict of interest.

15. POLITICAL ACTIVITY/LOBBYING CERTIFICATION. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

16. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty (30) days written notice.

17. EFFECT OF TERMINATION. Upon termination as stated in Paragraph "16" of this Agreement, City shall be liable to Consultant only for work performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on proration of the compensation set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.

18. LITIGATION FEES. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid and/or incurred in good faith. "Prevailing Party" shall mean the party that obtains a favorable and final judgment. Should litigation occur, venue shall be in the Superior Court of Los Angeles County. This paragraph shall not apply and litigation fees shall not be awarded based on an order or otherwise final judgment that results from the parties' mutual settlement, arbitration, or mediation of the dispute.

19. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

20. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between the City and Consultant. No verbal agreement or implied covenant shall be held to vary the provisions of this agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.

21. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties.

22. DESIGNATED REPRESENTATIVES. The Consultant Representative (A) designated below shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. The City Representative (B) designated below shall act on the City's behalf as Project Manager.

(A) CONSULTANT
Nichols Consulting Engineers
17050 Bushard St #200,
Fountain Valley, CA 92708
(714) 848-8897

(B) City of Baldwin Park
Att.: Sam Gutierrez
14403 East Pacific Avenue
Baldwin Park, CA 91706
(626) 960-4011 ex. 460

23 NOTICES. Notices pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notices shall be directed to City's Designated Representative identified in Paragraph "21" of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day first above written.

CITY OF BALDWIN PARK

By: _____
Manuel Lozano, Mayor

Dated: _____

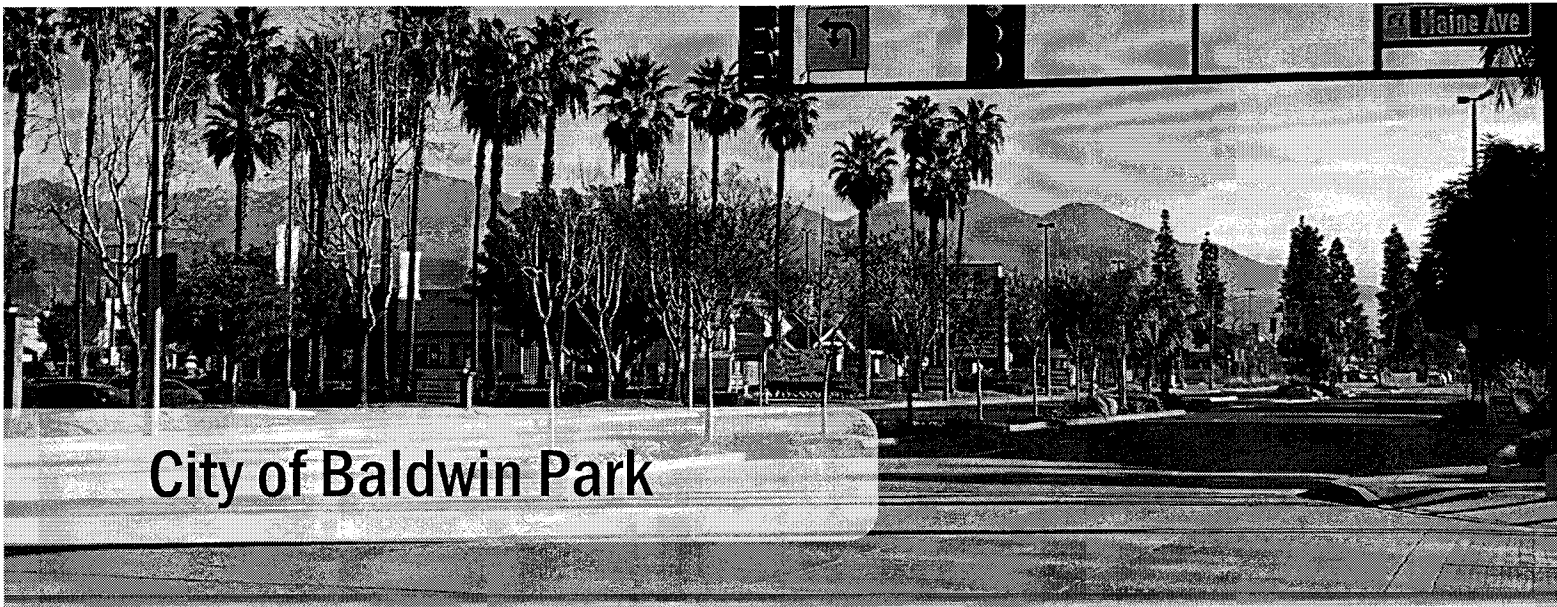
CONSULTANT: Nichols Consulting Engineers

By: _____
Name/Title

Dated: _____

EXHIBIT A

SCOPE OF SERVICES

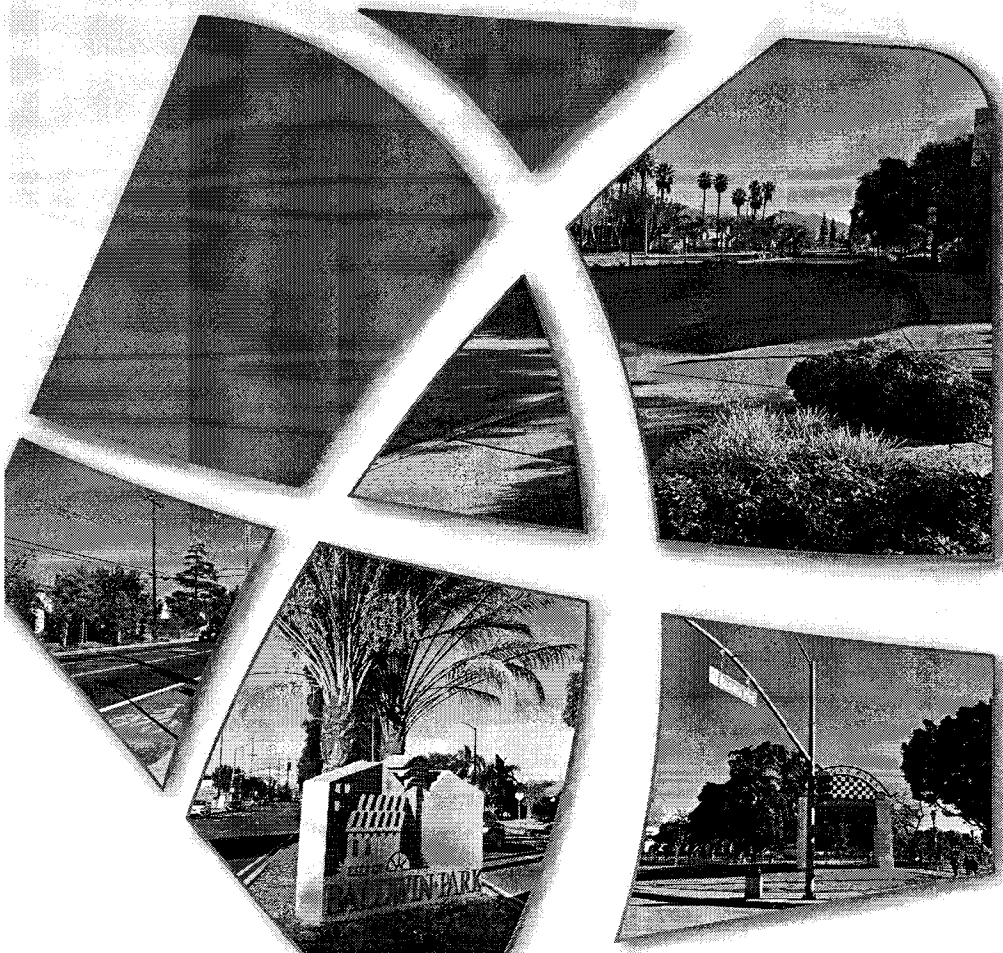


City of Baldwin Park

PROPOSAL

Engineering Services for the City of Baldwin Park's Pavement Management System Update

January 23, 2020



Submitted By:

NCE

17050 Bushard Street, Suite 20

Fountain Valley, CA 92708

Phone: 714.848.8897



January 23, 2020

Lourdes Morales
Chief Deputy City Clerk
City of Baldwin Park Department of Public Works
14403 E. Pacific Avenue
Baldwin Park, CA 91706

Proposal – Engineering Services for the City of Baldwin Park's Pavement Management System (PMS) Update

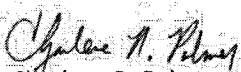
Dear Ms. Morales and Members of the Selection Committee:

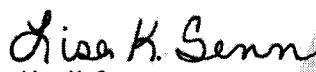
With more than 100 person-years of experience with Pavement Management Systems (PMSs) and with NCE's 30 years of focus on pavement research, design, testing, and evaluation, NCE has more knowledge and understanding than any other pavement consulting firm in California. Our highly trained technical staff are experienced in data collection and has worked together on numerous similar PMS projects and developed an excellent reputation for dedication, integrity, productivity, quality of work and service to our clients. Specifically, the NCE team provides the following capabilities to the City of Baldwin Park:

- **Extensive working knowledge with various types of PMS software** – The NCE team has worked with various software systems, such as StreetSaver® and MicroPAVER™ for numerous years.
- **Certified inspectors** – NCE's field inspectors and engineers are certified through both the Orange County Transportation Authority's (OCTA) and the Metropolitan Transportation Commission's (MTC) Inspector Certification Programs.
- **Southern California experience providing PMS's** – NCE has performed dozens of similar PMS projects for local agencies, such as Orange County, Ventura County, and the Cities of Anaheim, Burbank, Commerce, Diamond Bar, Downey, Lake Forest, Manhattan Beach, Newport Beach, Redondo Beach, San Gabriel, Santa Ana, Santa Monica, Seal Beach, and Whittier.
- **Expertise in pavement engineering** – NCE has a number of pavement experts that specialize in asphalt and concrete materials evaluation, testing, and design. We will assist the City in developing practical and economical solutions for maintenance and rehabilitation (M&R) as part of the budget analyses.
- **Rigorous quality control (QC)** – NCE's projects include a QC Manager who reports directly to the Project Manager. Additionally, NCE's engineers and technicians undergo a mandatory internal training/calibration; this enables NCE to provide high-quality deliverables with repeatable Pavement Condition Index (PCI) results to the City.

As a Principal of the firm, Charlene Palmer is authorized to negotiate and contractually bind NCE to this contract. Lisa K. Senn, will be the contact for questions that may arise and can be reached at (714) 848-8897 x104 or by email at lsenn@ncenet.com. We look forward to the opportunity to support the City on this important project and your favorable review of our proposal.

Sincerely,
NCE


Charlene R. Palmer
Principal


Lisa K. Senn
Senior Project Manager

Fountain Valley, CA
17050 Bushard Street, Suite #200
Fountain Valley, CA 92708
(714) 848-8897

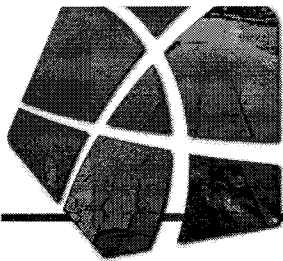
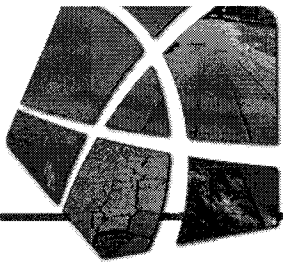


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Appendices

- A Resumes
- B Sample QC Plan
- C Sample MTC Cover & Chapter One (1)



A. Project Team

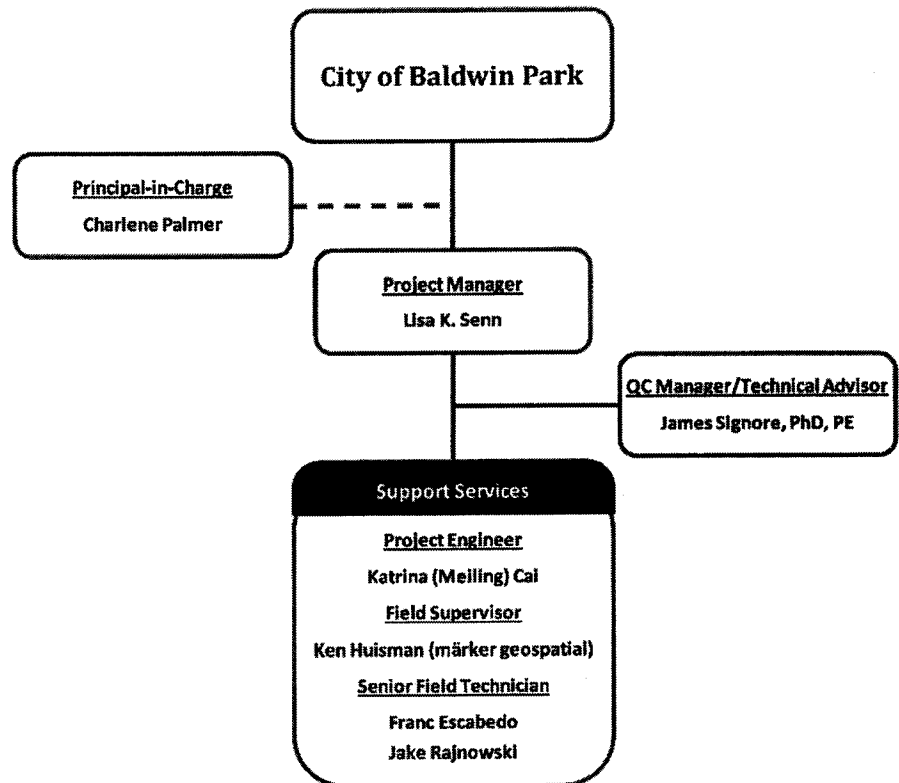
Figure 1. NCE Team Organization

Organizational Chart

NCE has assembled a team of highly qualified individuals who have extensive local experience implementing PMS's throughout California and the West Coast. We are committed to providing our clients continuity in staff and quality in service. Our staff have expertise in StreetSaver® software with MTC certification and are dedicated to continuous training in the latest versions of software, design, and construction techniques. We not only frequently participate in such training, but also instruct and conduct extensive training including field distress and software workshops to over 200 technical staff throughout the engineering community.

The City can count on our team to provide superior, responsive service on this project. Figure 1 illustrates the

structure and team we propose for this project. Brief resumes for each key team member are included in the first section of our submittal. NCE will not substitute key personnel without prior approval from the County. The NCE team has **completed hundreds of projects together throughout California** fulfilling the following roles and responsibilities on similar PMS projects.



- ❏ **Project manager** – responsible for directing all data collection activities, PCI calculations, budget analyses, and preparing reports.
- ❏ **QC manager** – responsible for calibration of all data collection activities, review of field activities, including spot checks on the field crews, reviewing field procedures and making changes as needed, comparing the field data collected with on-site conditions, review of all data entry functions, including random spot checks, review of reports generated, and analyses performed to ensure a quality product.
- ❏ **Senior engineers** – perform the funding analysis and update M&R decision trees.
- ❏ **Field technicians** – perform all functions relating to data collection.

Key Personnel

The NCE team will be led by Ms. Lisa K. Senn, who will be responsible for day-to-day project management and will be the City's single point of contact. Ms. Senn is supported by an experienced and trusted team of professionals. The proposed key personnel have the relevant experience and in-depth understanding of the City's objectives required to successfully conduct pavement condition inspections for the City. With previous project experience, successful completion of similar projects, recognized technical leaders that are proven pavement experts, and an approach that demonstrates a detailed plan for the field inspections; the NCE Team will meet the project goals, save time and money, and make leading, positive contributions to the City's project. Brief qualifications summaries of principals and key personnel are provided on the following pages. Resumes highlighting a complete list of recent, relevant projects are included as an attachment in Appendix A.

Lisa K. Senn, proposed project manager and point of contact – Ms. Senn has over 20 years of experience completing pavement engineering and transportation projects. She has managed many PMS projects and has been involved in every aspect of PMS implementation and updates including collecting field data, performing condition surveys, and calculating analyses to report preparation, and result presentations to decision makers, project management, and quality control. Currently, Ms. Senn is working with Orange County, San Diego County and the Cities of Thousand Oaks, Commerce, Burbank and Torrance using StreetSaver®. She is also teaching the OCTA distress training classes, ASTM D6433-11 distress program to 35 local agencies in Orange County for the Orange County Transportation Authority (OCTA) for both Paver and StreetSaver®. In addition, she assists with StreetSaver® training classes in southern California annually. Ms. Senn has provided PMS training to over 200 city and county engineers and technicians in California. Overseeing field inspections and QC procedures for projects with various agencies, Ms. Senn's clients include the cities of Buena Park, Mission Viejo, Burbank, Commerce, Lake Forest, Santa Barbara, Seal Beach, San Gabriel, Torrance, and Ventura in addition to the Counties of San Diego, Orange, Santa Barbara, and Ventura. Ms. Senn is also responsible for the field training and annual refresher training of all NCE PMS personnel.

Charlene Palmer proposed principal-in-charge – Ms. Palmer brings 39 years of extensive experience in the engineering consulting industry for services covering a broad base of engineering disciplines. She is a registered professional engineer in Kentucky and her consulting experience includes the transportation, civil, rail / transit, infrastructure, water resources, environmental, materials testing and inspection, and geotechnical engineering arenas. She worked directly as a geotechnical / materials testing engineer for the first 16 years of her career and serves as PIC on most of southern California's PMS updates and provides project oversight and personnel and equipment coordination. She has won and directed projects with services varying from feasibility studies through design support during construction and construction management and inspection services.

James Signore, PhD, PE, proposed QA/QC & technical advisor – Dr. Signore, PhD, PE, has been in the pavement field for over 20 years. He specializes in pavement design and evaluation, rehabilitation and maintenance, materials assessment, and training. He has experience in designing pavements for many local agencies, Caltrans, and for heavy vehicle loading applications for highways, airfields and ports. He has spent years researching pavement materials, having directed a state-of-the-art AMRL certified and Superpave mix design equipped research laboratory, and is well versed in state and local pavement practices and specifications

Katrina (Meiling) Cai, proposed project engineer – Ms. Cai joined NCE upon graduation and has since performed pavement condition inspections throughout California and Idaho, as well as sidewalk and curb ramp assessments. Her experience includes distress collection across various pavement management systems. Ms. Cai is certified by MTC.

Franc Escobedo proposed senior field technician – Mr. Escobedo has over 15 years of experience as a pavement management technician for NCE. He has performed numerous pavement condition surveys throughout California, Idaho and Washington and has collected distress data for various Pavement Management Systems, including StreetSaver®, PAVER™ and Cartograph systems. He has collected data for the Cities of Agoura Hills, Commerce, Cudahy, Encinitas, San Dimas, Torrance, and West Covina, and the Counties of Orange, Ventura and San Diego. Mr. Escobedo is certified by both the MTC and the OCTA inspector certification testing programs. Both agencies require companies and inspectors to pass a rigorous field test in order to work in their respective jurisdictions. He also assists with the training of agency staff. Additionally, Mr. Escobedo was the lead field technician on the NCE team for the City's last update in 2014.

Jake Rajnowski proposed senior field technician – Mr. Rajnowski has more than 3 years of extensive experience in collecting distress data and coring samples for pavement management systems. Apart from conducting field inspections, Jake performs all functions related to data collection and is an active participant in the QC process, including crosschecks of data in the PMS database, quality control checks of field collected data and pavement maintenance history to ensure that PMS databases are accurate and up to date. Mr. Rajnowski is certified by MTC and has completed the OCTA PAVER™ 'Distress Identification' course for Asphalt Concrete and Portland Cement Pavements. His current experience includes collecting pavement distress data for the Counties of Sonoma and Lake. Other clients include the cities and counties of Buena Park and Ventura County.

Ken Huisman, proposed Field Supervisor (märker geospatial) – Mr. Huisman, Vice President/COO of märker geospatial, brings more than 25 years of experience in the infrastructure management consulting business and provide all aspects of the infrastructure management business to more than 100 clients. Marker Geospatial team has worked collectively with the NCE team on several local successful pavement management programs for municipal agencies using StreetSaver®.

Specialized Training, Experience and Professional Competence

Our engineers and technicians have also undergone training on a number of the software programs. We have developed and conducted training for numerous cities and counties (both field distress and computer training) for various transportation agencies, such as OCTA and MTC. NCE's pavement inspectors for this project have been tested and prequalified through both the OCTA and the MTC "Inspector Certification/Testing" programs. This covers both ASTM D6433 for MicroPAVER™ and StreetSaver® distress types. They also attend NCE's internal distress refresher training each year. In addition, Ms. Lisa Senn attends a week-long MicroPAVER™ training class every two years in order become fully familiar with the latest software updates. This enables NCE to remain current in our understanding of the latest updates to the software as well as ASTM updates. OCTA has contracted with NCE since 2011 to provide distress training and software training for classes held on an annual basis for the agencies of Orange County. Ms. Lisa Seen has conducted those classes since inception. Ms. Senn has recently revised and updated the new training manuals for MTC's StreetSaver® Web App. Appendix??? Contains the cover and Chapter 1 included from that manual.

StreetSaver®	PAVER™
Implemented over 125 StreetSaver® PMS's	Implemented over 75 PAVER™ PMS's
NCE's technicians and engineers are verified in MTC's rater certification program	NCE's staff have used the PAVER™ software since 1987
NCE has trained users on the StreetSaver® software since 1997	Ms. Lisa Senn attends a week-long PAVER™ Protocol Update training class every two years
All field employees received refresher training on StreetSaver® distresses once a year	All field employees received refresher training on PAVER™ distresses once a year
NCE staff have beta tested versions of the software since 1994 and are members of the software development team	Developed and conducted training on PAVER™ for numerous cities and counties (both field and computer training) as OCTA's consultant

Pavement Inspector Certification/Testing – NCE's pavement inspectors for this project have been tested and prequalified through both the MTC and the OCTA "Inspector Certification/Testing" programs. This covers both ASTM D6433 for PAVER™ and StreetSaver® modified ASTM D6433 distress types.

Falling Weight Deflectometer (FWD) Testing and Analysis – NCE evaluates pavement structural conditions with deflection testing using our truck mounted Dynatest FWD, a specialized tool that will assist in cost-effective pavement designs for the City. In-situ conditions can be quickly evaluated to determine issues, such as the extent of subgrade problems or the presence of voids/unstable soils. Pavement designs for phased or staged constructions are possible, as well as the ability to model and use new materials and technologies. This equipment is operated by our technicians who have over 15 years of experience collecting this data. NCE recommends that deflection testing be performed on streets that will be rehabilitated in the next 2 to 3 years. NCE will work with Staff to determine the appropriate streets to have deflection testing performed on.

B. Firm's Experience

NCE has performed similar PMS updates for over 70 cities and counties located in Southern California alone. We are currently providing PMS related services for the following agencies:

- | | | |
|--|--|---|
|  City of Anaheim |  City of Laguna Niguel |  City of Stanton |
|  City of Bell* |  City of Manhattan Beach* |  City of Temple City* |
|  City of Burbank* |  City of Mission Viejo |  City of Torrance* |
|  City of Corona |  City of Moreno Valley |  City of Ventura |
|  City of Dana Point |  City of Redondo Beach* |  County of Orange |
|  City of Diamond Bar* |  City of Santa Ana |  County of Santa Barbara |
|  City of El Cajon |  City of Santa Monica* |  County of San Diego |
|  City of Huntington Park* |  City of San Gabriel* |  OCTA |
|  City of Lake Forest | | |

NCE provided Metro certification compliance submittals for many of the clients denoted with an asterisk. The City of Baldwin Park can be assured that similar submittals will be prepared efficiently and cost-effectively to meet the Los Angeles County Metropolitan Transportation Authority's requirements. The following are examples of Southern California projects with references that can attest to NCE's level of experience and client satisfaction.

Reference Projects

The following are examples of Southern California projects with references that can attest to NCE's level of experience and client satisfaction.

Various Pavement Management Program Studies for OCTA, Orange, CA (1997 – Ongoing)



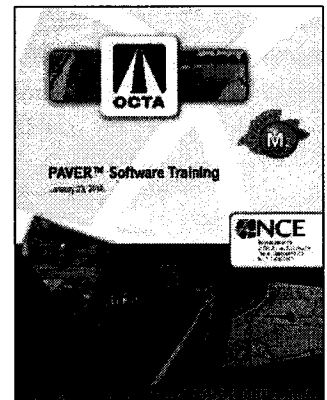
Since 1997, NCE has supported and worked with Orange County Transportation Authority (OCTA) on various projects associated with PMPs. There are more than 6,500 centerline miles of paved streets and roads in Orange County, which serves a population of almost three million. In 1990, voters approved a ½ cent sales tax measure for transportation improvements. This measure was subsequently renewed in 2007 and is expected to sunset in 2041. In order for the 35 Cities/County to be eligible for Measure M funds, OCTA required them to implement and maintain a pavement management system to select projects for rehabilitation. Over the past 12 years, NCE has worked with OCTA to provide guidelines and recommendations on how this may be accomplished.

Countywide Assessment of Existing & Future Pavement Needs – In 2006, NCE completed a study to assess the existing and future pavement conditions of the roadways operated and maintained by the 34 cities in Orange County and the County of Orange over the next twenty years. The overall goal of the study was to determine the pavement condition deficiencies as well as to quantify the investment needed to bring the deficiencies to various levels of improvement. The project required collecting PMP data from local agencies, normalizing the pavement condition ratings, normalizing the maintenance and rehabilitation (M&R) strategies with associated unit costs, and normalizing the “trigger points” requiring a specific M&R strategy.

MicroPAVER™ & StreetSaver® Training Workshops (2011-2021) – NCE has developed and conducted the training workshops for MicroPAVER™ on both pavement distress and software training for OCTA since 2011. Generally, the two-day training workshops in the fall are focused on pavement distress data collection as per ASTM D6433-11; the spring workshops are focused on the StreetSaver® and MicroPAVER™ software and report submittals for OCTA, respectively. In 2016, OCTA added StreetSaver® to the workshop. Over 100 city and county personnel have been trained to ensure that they were familiar with the MicroPAVER™ software as well as OCTA's requirements for the countywide pavement management program. *The feedback from ALL respondents indicated that the workshop was “good/excellent”.*

Owner/Client: OCTA, Harry Thomas, Project Manager, (714) 560-5619, Hthomas@OCTA.net

NCE key personnel: Lisa K. Senn (project manager), Charlene Palmer (principal-in-charge), Narut Leehacharoenkul (project engineer), Franc Escobedo (technician) | **Year Report Completed:** 2019



City of Newport Beach Pavement Management Program Update, Newport Beach, CA (2018 – 2022) – The City of Newport Beach selected NCE to perform an update of their PMP with current pavement conditions and funding analyses to inform and educate policy makers, as well as to comply with the OCTA's Measure M2 Program. The City of Newport Beach owns and maintains approximately 205.7 centerline miles of pavements (the equivalent of 242.5 management section miles) that includes 49.0 miles of the MPAH streets and 156.7 miles of local streets, for a total replacement cost of approximately \$411.5 million that represents a cost of reconstructing the entire pavement network.

NCE assisted the City of Newport Beach with identifying M&R priorities specific to their needs and highlighted options for improving the current PCI. These options were developed by conducting “what-if” analyses using the PAVERTM software. By varying the budget amounts available for pavement M&R, the impact of different funding strategies on the City of Newport Beach's streets for the next seven years was determined. The 2018 pavement management plan update included an

assessment of the entire MPAH pavement network by the walking inspection method and assessment of the local pavement network within Council Districts 1, 2, and 3 by the windshield inspection method. The City of Newport Beach's approach is to inspect the entire pavement network every two years, with MPAH inspection occurring during the odd year and approximately half of the local network inspected every year. This approach is more extensive than what is mandatory by OCTA guidelines that require the City to inspect the MPAH network every two years and the local network every six years. The assessment was completed in November of 2018. The database was updated with maintenance activities that have occurred since the previous update. Pavement treatment policies were reviewed, and unit costs were updated.



Owner/Client: City of Newport Beach. Andy Tran, Senior Civil Engineer. (949) 644-3315, atran@newportbeachca.gov

NCE key personnel: Lisa K. Senn (project manager), Charlene Palmer (principal-in-charge), Narut Leehacharoenkul (project engineer), Franc Escobedo (technician) | **Year Report Completed:** 2019

City of Temple City Pavement Management Program Update, Temple City, CA (2018 – 2019) – The City of Temple City sought an engineering consultant to update the pavement management program. With new SB1 funding expected to add about \$600,000 annually beginning in fiscal year (FY) 2018/19, an up-to-date pavement management program is critical in assisting the City of Temple City to develop funding scenarios, as well as five-year work plans that are practical and cost-effective.

The pavement management program will be used to prepare a multi-year maintenance plan that consists of a rotating maintenance schedule using a zone improvement approach. This is similar to the approach used by other cities, as it optimizes construction costs by reducing mobilization and minimizing disruptions to businesses and residents. The update provides City of Temple City staff with two key pieces of information: (1) a multi-year workplan that shows the Council and the public the most cost-effective manner of spending new revenues and (2) a long-term funding analysis to determine future needs to guide Council in making informed policy decisions. NCE provided the following tasks:



- ❏ Converted the MicroPAVER™ database to StreetSaver®
- ❏ Performed walking field pavement condition surveys on 71.31 miles of streets as per ASTM D6433
- ❏ Determined the current and future PCI based on different funding strategies
- ❏ Reviewed current maintenance treatments and discussed the potential to adopt new cost-effective strategies that meet other City goals, e.g., cold-in-place recycling
- ❏ Performed multiple funding scenarios, so that the Council has the data to make informed policy decisions.

Based on the funding available, NCE developed a multi-year improvement plan that is both practical and feasible

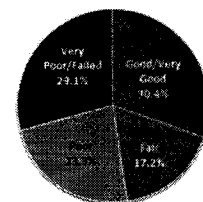
Owner/Client: City of Temple, Brian Cook, City Manager, (626) 285-2171, ext. 4110, bcook@templecity.us

NCE key personnel: Lisa K. Senn (project manager), Charlene Palmer (principal-in-charge), Narut Leehacharoenkul (project engineer), Franc Escobedo (technician) | **Year Report Completed:** 2019

City of Commerce Pavement Implementation, Commerce, CA (2015 - 2019) – NCE was selected by the City of Commerce in 2015 to implement a pavement management system using the StreetSaver® software. The City has approximately 67 centerline miles of streets and historically, the County of Los Angeles managed their pavements.

NCE's scope of work included the following:

- ❏ Verified street inventory using the shapefiles provided by Los Angeles County
- ❏ Conducted condition surveys as per ASTM D6433 distress protocols
- ❏ Calculated a Pavement Condition Index (PCI)



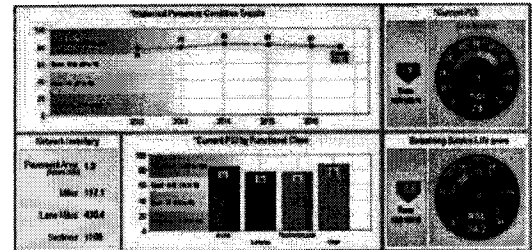
- ❏ Reviewed maintenance and rehabilitation (M&R) strategies and costs
- ❏ Determined the budget needs of the road network
- ❏ Completed multiple funding/budget scenarios
- ❏ Linked database to GIS

Owner/Client: City of Commerce, Belgin Cuhadaroglu, (323) 722-4805 ext. 2248, BCuhadaroglu@commerce.ca.us

NCE key personnel: Lisa K. Senn (project manager), Charlene Palmer (principal-in-charge), Narut Leehacharoenkul (project engineer), Franc Escobedo (technician) | **Year Report Completed:** 2019

City of Lake Forest Pavement Management Program Updates, Lake Forest, CA (2013-2020) – The City has a street network of approximately 192 centerline miles or approximately 1,088 pavement sections. NCE's scope of work consists of:

- ❏ Converting the PAVER™ databases to StreetSaver® in 2016
- ❏ Verifying all road inventory, i.e., lengths, widths and locations.
- ❏ Inspecting all streets using ASTM D6433-11 protocols. (2013, 2015, 2017 & 2019)
- ❏ Updating the maintenance history
- ❏ Developing maintenance strategies and updating the decision tree
- ❏ Performing multiple budget scenarios
- ❏ Linking the database to a GIS shapefile
- ❏ Developing a seven-year work plan
- ❏ Preparing reports for OCTA certification



In addition, data on various non-pavement assets were collected in 2014 and stored using the EarthMine software. Concurrent with the pavement condition survey, mobile data collection units gathered high-resolution 360-degree geo-referenced right-of-way street level digital imagery along with 3D point cloud data. This mobile mapping system gives the ability to visualize, measure, edit, and validate infrastructure assets (such as pavements, markings, lanes, surface areas, shoulders, signs, and drainage features) with a high level of accuracy.

Owner/Client: City of Lake Forest, Douglas Erdman, PE, Principal Civil Engineer, (949) 282-5233, derdman@lakeforestca.gov

NCE key personnel: Lisa K. Senn (project manager), Charlene Palmer (principal-in-charge), Katrina Cai (project engineer), Franc Escobedo (technician) | **Year Report Completed:** 2019

City of Santa Ana Pavement Management Conversion & Update, Santa Ana, CA (2017 – 2020) – NCE was selected by the City to convert the PAVER™ pavement management system to StreetSaver® and update the database in 2017. The City made the decision to convert after thoroughly evaluating StreetSaver®'s capabilities and concluding that it would best meet the City's needs to program their Capital Improvement Program (CIP). NCE's scope of work included:



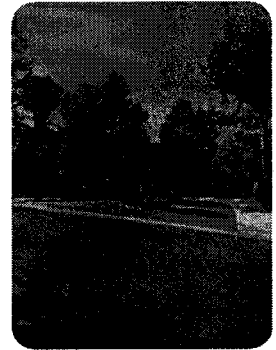
- ❏ Converting PAVER™ database to StreetSaver®
- ❏ Updating historical maintenance data
- ❏ Collecting pavement condition data on 450 miles of streets and alleys as per ASTM D6433 protocols.
- ❏ Performing rigorous QC for data control and delivery
- ❏ Reviewing current procedures for pavement maintenance
- ❏ Recommending/updating unit costs and maintenance treatments based on City policies
- ❏ Performing multiple funding scenarios
- ❏ Developing a multi-year improvement plan
- ❏ Linking the StreetSaver® database to a GIS
- ❏ Training city staff on use of StreetSaver® software and GIS linkage

Owner/Client: City of Santa Ana, Kenny Nguyen, PE, Senior Civil Engineer, (714) 647-5632, knguyen@santa-ana.org

NCE key personnel: Lisa K. Senn (project manager), Charlene Palmer (principal-in-charge), James Signore (QC manager), Narut Leehacharoenkul (project engineer), Jake Rajnowski (technician) | **Year Report Completed:** 2019

City of Diamond Bar Pavement Management Program Update, Diamond Bar, CA (2015 – 2019) – NCE was selected by the City to perform a pavement management program update in 2014. The City had used PAVER™ for previous updates. NCE teamed with a sub-consultant to provide “semi-automated” distress collection. NCE performed the following tasks:

- ❁ A review of PAVER™ database – found inconsistencies and worked with City staff to resolve
- ❁ Field verify the pavement inventory as necessary
- ❁ Perform distress/condition surveys on the entire pavement network.
- ❁ Calculate pavement condition indices (PCI) for each street section as well as citywide.
- ❁ Perform budgetary analyses including three funding scenarios
- ❁ Develop a multi-year maintenance and repair work plan.
- ❁ Prepare and conduct training classes for City staff. This covered basic software features to developing budget scenarios and GIS maps.

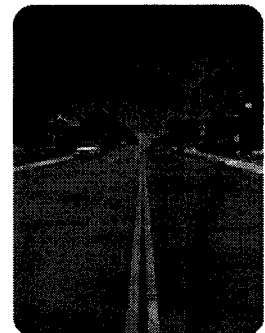


Owner/Client: City of Diamond Bar, John Beshay MS, Associate Engineer, (909) 839-7043, JBeshay@diamondbarca.gov

NCE key personnel: Lisa K. Senn (project manager), Charlene Palmer (principal-in-charge), Narut Leehacharoenkul (project engineer), Jake Rajnowski (technician), Ken Huisman (mārker geospatial) | **Year Report Completed:** 2019

City of Manhattan Beach Pavement Update and Conversion, Manhattan Beach, CA (2016 – 2018) – NCE was selected by the City of Manhattan Beach to update their pavement management program in 2016. The City had utilized the RoadMatrix software for many years, but desired a program that could be utilized by in-house staff. After discussions with City staff regarding their goals and objectives, NCE converted the old database to the StreetSaver® program in 2016. The following tasks were performed:

- ❁ Converted RoadMatrix database to StreetSaver®
- ❁ Performed distress/condition surveys on approximately 104.6 miles of streets in accordance with ASTM D6433-11.
- ❁ Calculated pavement condition indices (PCI's) for each street section and the entire network.
- ❁ Developed maintenance and rehabilitation strategies and unit costs.
- ❁ Performed budgetary analyses and developed maintenance work plan.
- ❁ Linked database to GIS.
- ❁ Prepared final reports and maps.
- ❁ Trained City staff on StreetSaver® software.



Owner/Client: City of Manhattan Beach, Prem Kumar, PE, City Engineer, (310) 802-5352, pkumar@citymb.info

NCE key personnel: Lisa K. Senn (project manager), Charlene Palmer (principal-in-charge), Narut Leehacharoenkul (project engineer), Franc Escobedo (technician) | **Year Report Completed:** 2018

City of Downey Citywide Pavement Management Program Update, Downey, CA (2019– 2020) – The goal of the project was to verify all City owned streets and update the pavement conditions, determine an overall PCI for the streets, perform funding analysis and provide, and maintenance and rehabilitation strategies. NCE was also tasked with providing a computer and ESRI GIS software for the City's use. NCE also prepared and conducted training for City staff. Project elements included:

- ❁ The entire street network was inspected
 - Using a walking method
- ❁ Assist policy makers in making decisions regarding street maintenance.
- ❁ Perform budgetary analysis and determine the M&R funding needed.
- ❁ Develop a preventative maintenance program
- ❁ Select streets for the most cost-effective repair



Owner/Client: City of Downey, Desi Guierrez, Principal Civil Engineer, (562) 904-7110, DGutierr@downeyca.org

NCE key personnel: Lisa K. Senn (project manager), Charlene Palmer (principal-in-charge), James Signore (QC manager), Narut Leehacharoenkul (project engineer) | **Year Report Completed:** 2020

Firm Qualifications



NCE is a client-focused professional consulting firm integrating the disciplines of engineering, science, and planning to address the infrastructure and resources challenges facing our communities today and in the future. NCE has grown significantly in expertise and capabilities beyond its origin as a transportation research and pavement management firm working with the Federal Highway Administration (FHWA). **Unique from other civil engineering firms, we have specialized in pavement technology, including pavement management, design, and research since 1990.**

Since our founding, we have performed pavement condition surveys ranging from state highways in 12 states to local street networks in over 200 cities and counties in California. We have surveyed over 100,000 miles of pavements. Additionally, our field data collection ranges from **walking surveys as per the StreetSaver® protocols** to using specialized automated equipment to collect data such as pavement distresses, roughness, structural strength (deflection testing) to asset data (signs, signals, curb ramps, marking, sidewalks, etc.)

NCE has over 100 employees available on an as-needed basis from our Fountain Valley, Richmond, Oakland, and Sacramento, California offices, as well as from our Reno, Lake Tahoe, and Las Vegas, Nevada offices. Our clients continuously work with NCE staff because of our collaborative style of working on projects, our commitment to making sure the project is a success, and the confidence they have in our ability to complete the project to their satisfaction.

Local Experience

NCE has completed over 200 similar projects in the last five years throughout California. The map presented on this page illustrates all the agencies where we have performed pavement related work. In Southern California, we have performed similar PMS updates for over 68 cities and counties, including Orange County and the Cities of Anaheim, Buena Park, Cypress, Dana Point, Garden Grove, Laguna Niguel, Newport Beach, Laguna Niguel, Lake Forest, Mission Viejo, Santa Ana, Seal Beach, and Stanton. NCE's expertise in PMSs is exemplified by our close relationship with MTC. We conduct all the StreetSaver® training on MTC's behalf and execute beta testing for new software developments. We are at the forefront of the latest PMS technology and methodology.

NCE is a leader in the field of pavement management and design, and has successfully diversified its services over the last 29 years while still maintaining its reputation as experts in the field of pavement research, management, design and reconstruction. NCE has completed nearly 200 similar projects in the last five years throughout California. The map to the right illustrates all of the California agencies where we have performed pavement related work. In Southern California, we have performed similar PMS updates for over 80 cities and counties, including Orange County, Ventura County, and the Cities of Torrance, Commerce, Corona, Downey, West Covina, Manhattan Beach, Redondo Beach, Santa Monica, Manhattan Beach, Diamond Bar, Whittier, San Gabriel and Burbank.



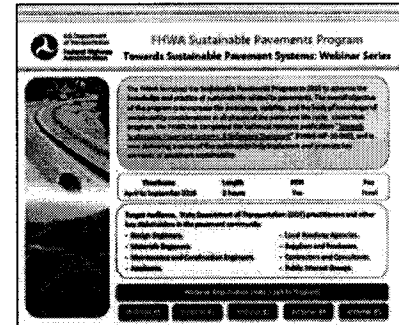
Pavement Design & Analysis

Pavement designs, plans, specifications, and estimates (PS&E) for preventive maintenance, rehabilitation, and reconstruction are NCE's specialty and we offer extensive experience and expertise with pavement treatment alternatives. Our civil and geotechnical engineers not only understand the types of pavements and treatment options, they understand the significance and cost implications of proper roadway support on competent subgrade soils to limit future settlement and cracking. Pavement design begins with an accurate assessment of the existing structural adequacy. Unlike traditional civil firms who rely on core samples, we employ our pavement survey expertise in conjunction with deflection data and materials testing to more accurately assess the engineering properties of the existing roadway.

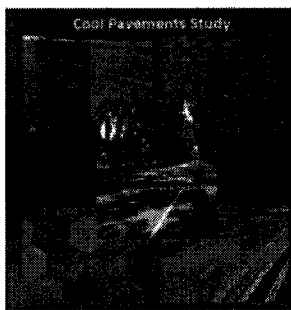
As an indicator of our experience and the quality of our work, NCE received the Metropolitan Transportation Commission's (MTC) award for "Best Pavement Management Consultant."

Sustainable and Innovative Pavement Technologies

There are numerous pavement rehabilitation techniques available today with new binders, new additives, and polymers that may be applied in various layers to preserve pavement life. NCE constantly seeks to identify the most cost-efficient alternatives for cities and counties, such as cold-in-place recycling, full-depth reclamation, warm mix asphalt, and terminal blend asphalt rubber binders. Many of the technologies NCE can implement will meet the goals of the City's Sustainable City Plan, even though specific pavement strategies are not mentioned in the plan. Some examples of cost-effective sustainable treatments are described in the following paragraphs.



Sustainable Pavements – NCE is involved with projects at both the national and local levels on issues such as sustainable pavements and premature failures. For example, Dr. Tom Van Dam is NCE's Principal Investigator for the FHWA on Sustainable Pavement Systems. He has developed technical guidelines and delivered a webinar series in 2015 on this subject.



Cool Pavements – NCE recently prepared a report to discuss cool pavement alternatives for the City of Chula Vista as a means of mitigating the urban heat island impact. This included the use of pavement alternatives such as porous or permeable pavements, pavers, concrete pavements, use of light-colored aggregates, etc.

Composite pavements – NCE worked for the Strategic Highway Research Program (SHRP2 R21) to develop best practice standards for AC/portland cement concrete (PCC) composite pavements nationwide. This project resulted in the development of best practices in construction, specifications, and quality management procedures for these pavements. NCE is currently

teaching a series of workshops for State Highway Agencies nationwide to assist them in implementing key best practices for composite pavements. This work was funded and aimed at State Highway Agencies, the fundamental concepts of composite pavements and the best ways to implement them can be translated to cities, too.

Cold-In-Place Recycling (CIR) – A cost-effective alternative to traditional "mill and fill" pavement treatments, CIR can yield cost savings of as much as 30% by the use of existing AC materials, which produces less truck hauling and better time efficiency during construction. Longer pavement sections that require deeper mill and fills (typically at least 3 inches) are good candidates for CIR with potentially large cost savings. NCE has designed many street and road sections throughout California.

Full Depth Reclamation (FDR) – is a process that reconstructs failed AC pavements by recycling the existing roadway materials; old AC and aggregate base materials are pulverized and "mined" utilizing specialized equipment. The FDR method can offer significant cost savings over conventional roadway reconstruction techniques.

Specialty Pavement Testing and Pavement Design Options

As an optional, added-value service (costs can be provided upon request), NCE can perform non-destructive pavement deflection testing to evaluate the subsurface or structural capacity of the existing pavement on rehabilitation slated streets. NCE owns and operates a Falling Weight Deflectometer (FWD), which is a powerful device for measuring the response of pavements under simulated wheel loads and estimating their subsurface and structural capacities. The test procedures are performed in accordance with California Test Method (CTM) 356.

Deflection testing can quickly and cost-effectively measure in-situ pavement section strength and can identify structural deficiencies for a given traffic loading and future expected traffic growth, which can help reduce the chance of under designing or over designing pavement rehabilitation. Streets identified for reconstruction can sometimes indicate that reconstruction is not necessary and more cost-effective rehabilitation alternatives are feasible. It should be noted that FWD testing is time-sensitive and the data is only valid for pavement design within two years of the testing.

Deflection testing must be correlated with knowledge of the pavement structural section (i.e., thickness of AC and base) before meaningful analysis can be performed. Representative coring is budgeted on arterials and collectors to provide this information

following the clearing of utilities. The core holes are filled with cold patch for AC roads and with rapid set grout for portland cement concrete (PCC) roads. NCE recently performed FWD testing, coring, analysis, and pavement design for the City of Lemon Grove, and is currently providing similar services for the Montebello Grade Separation project's Haul Route in Montebello.

Pavement and Civil Engineering

Street rehabilitation extends well beyond the pavement and often requires important considerations, such as striping, curb and gutter repairs, pedestrian and bicycle improvements, signage, utility relocation, drainage improvements, and ADA compliant curb ramps and sidewalks. NCE has developed outstanding working relationships with our clients, implementing projects similar to the City's. NCE provides civil engineering services on-time and designs that are technically innovative and highly cost-effective. NCE has experience designing thousands of roads throughout California, including developing PS&E. We thoroughly understand the impact recommended pavement designs can have on the roadway system.

Geotechnical Engineering

NCE's geotechnical engineers understand the significance of proper support on competent subgrade soils to limit damaging settlement and future cracking. For example, based on field exploration and soil/rock laboratory testing, we are able to accurately assess the engineering properties and the presence of subgrade soils that might be soft and exhibit pumping under vehicle loads. We develop appropriate subgrade stabilization techniques for problematic subgrade soils that may include moisture conditioning, lime treatment, geotextiles, and/or over-excavation and replacement with aggregate materials. NCE provides comprehensive geotechnical engineering services ranging from site investigation to thorough review of plans and specifications, as well as critical follow up on services during construction.

GIS Analysis, Modeling, and Mapping



NCE staff have an in-depth knowledge and understanding of the geographic information system (GIS) needs of public entities and the importance of geospatial data in making critical resource, impact analysis, and management decisions. These decisions require well thought out tools that allow for efficient management, deployment, and dissemination of spatial data (both internal and external for the public).

Our experience with GIS development and analysis, cartography, and asset management is extensive and includes projects for municipalities across California and Nevada. Our services include mobile data collection, integration with asset and PMP software, and detailed mapping capabilities using ESRI and ArcGIS.

Subcontractors

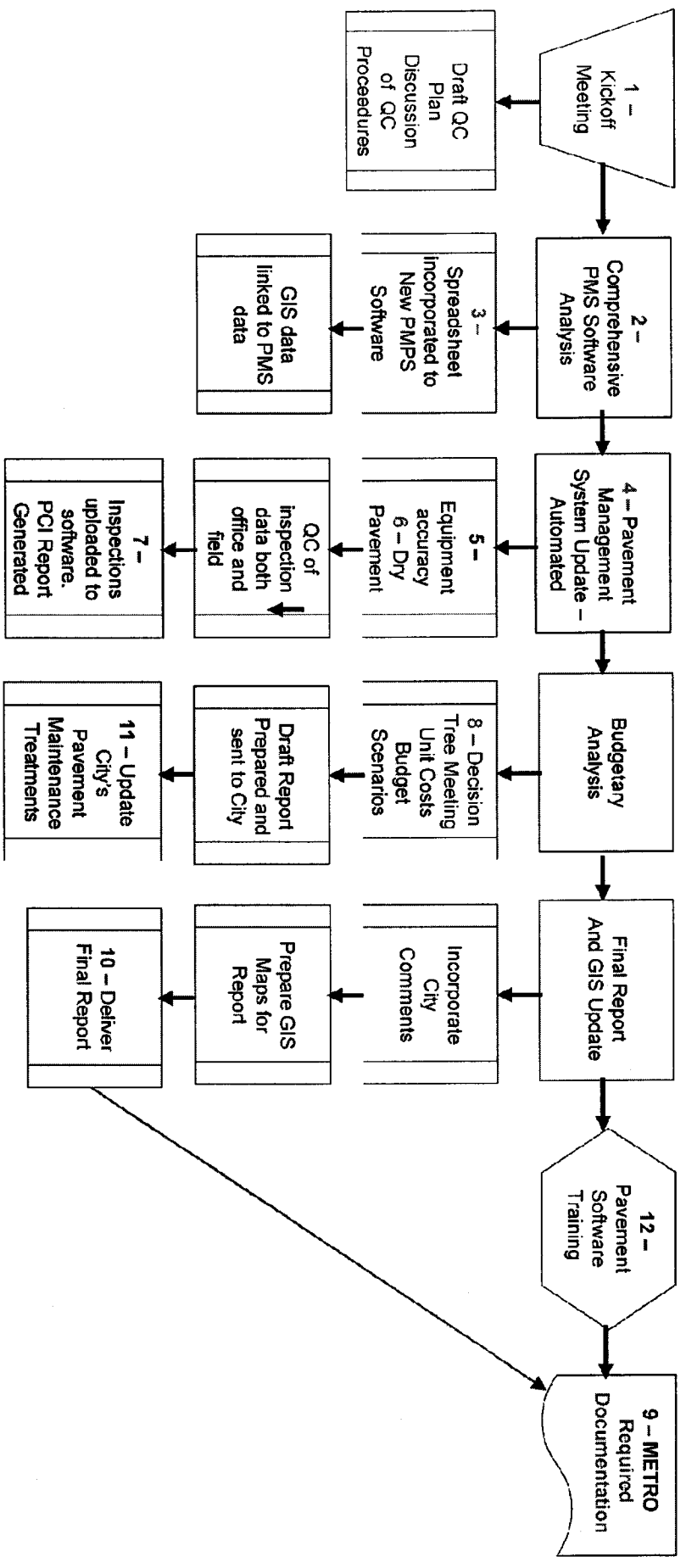
märker geospatial, LLC (Märker), a federal small business enterprise, has provided pavement and asset management solutions specifically to the municipal government market for more than 25 years. During this time, Märker has implemented numerous industry-leading technologies in order to successfully collect, process, and deliver accurate, up-to-date pavement conditions, along with other various public works roadway and roadside infrastructure assets for a multitude of government agencies across the country. Märker's proposed team of experienced pavement management specialists truly helps government agencies implement, update, and operate sound Transportation Asset Management Systems. Märker own and operate a fleet of right-of-way data collection equipment and utilize proven technologies to successfully complete pavement data collection and asset management projects.

More than 90% of Märker's revenues come from City and County governments. Marker Geospatial is a regular service provider for several clients that are using the StreetSaver®, Pavement Management Program (PMP). Märker's proposed team has worked together with NCE on several successful pavement management projects for municipal agencies across the country. Their innovative thinking goes beyond accurate technical solutions and builds client confidence through the delivery of successful projects. NCE has teamed with Märker on similar projects for municipal agencies throughout California including:

- | | | |
|------------------------|-----------------------|---------------------------|
| ✿ County of Calaveras | ✿ County of Shasta | ✿ City of Diamond Bar |
| ✿ County of Orange | ✿ County of Siskiyou | ✿ City of Manhattan Beach |
| ✿ County of Sacramento | ✿ County of Monterey | ✿ City of Napa |
| ✿ County of San Diego | ✿ City of Anaheim | ✿ City of Redondo Beach |
| ✿ County of Santa Cruz | ✿ City of Bakersfield | ✿ City of Sacramento |

C. Project Understanding

Project Milestones and Objectives



Our Understanding of the Project

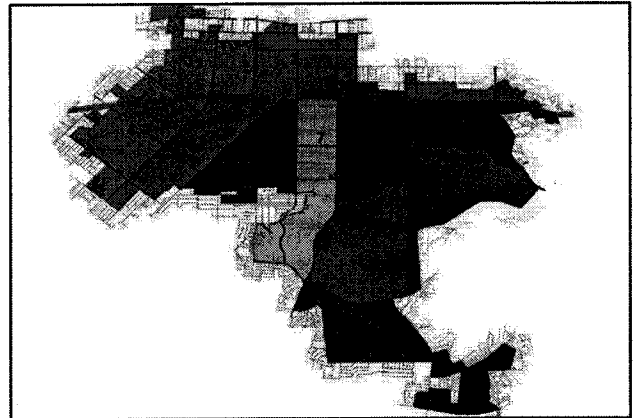
NCE understands that the City of Baldwin Park is seeking proposals from consulting firms with expertise in pavement management systems (PMS). Ideally, the PMS should be used to prepare a multi-year maintenance plan, which consists of a rotating maintenance schedule using a zone improvement approach. This is similar to the approach used by other cities, as it optimizes construction costs by reducing mobilization and also minimizes disruptions to businesses and residents.

NCE has performed similar analyses, most recently for the City of West Covina, which has 12 residential zones (see map).

Ultimately, the PMS update should provide City staff with two key pieces of information:

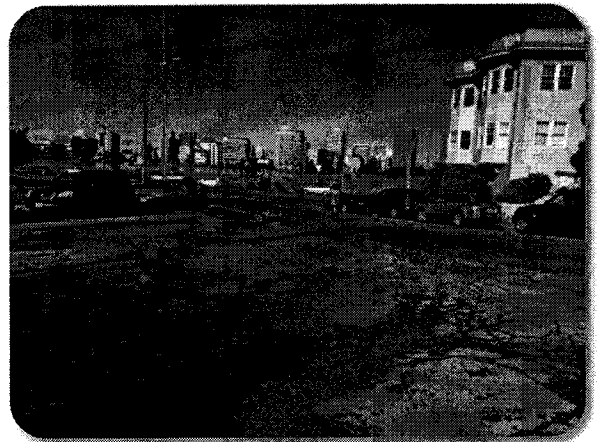
1. A multi-year workplan, which will show the Council and the public the most cost-effective manner of spending new revenues.
2. A long-term funding analysis to determine future needs that will help guide Council in making informed policy decisions.

The street network is approximately 114 centerline miles, and is comprised of 27.4 centerline miles of arterials and 86.6 miles of collectors and residentials.



We understand that the tasks the City's objectives include the following:

- ❑ Perform a software assessment to determine the best PMS software for the City.
 - A review of the priorities and needs for software. The City has been using an Excel spreadsheet for current PMS inventory. A review of software to assist with decision making.
- ❑ Condition surveys using the semi-automated method, using the following criteria:
 - Video imaging and laser RST run by qualified and trained technicians.
 - Survey to cover 100% of roadway surface (full length and width of each section).
 - Conform to ASTM D6433-11 standards for distress collection.
 - All surveys will be conducted on dry pavements.
- ❑ Implement Quality Control Plan that outlines methods and procedures for distress collection and acceptability criteria.
- ❑ Review and update maintenance treatments and unit costs.
- ❑ Develop a multi-year rehabilitation program. Which would include a discussion on treatments and unit costs for those treatments.
- ❑ Prepare a report that complies with Metro's requirements.
- ❑ Link the City's GIS shapefile to the PMS database.



Scope of Work

Based on the above understanding, the following tasks describe in more detail the approach that the NCE team will pursue, and the Scope of Work that we propose to perform to meet the City's needs and objectives for this project as outlined below.

Task 1 - Project Initiation/Meet with City Staff

NCE will meet with City staff to kick-off the project by reviewing the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include:

- Other issues as appropriate**

Prior to the kick-off meeting, NCE will prepare a detailed agenda. Examples of the questions we anticipate discussing include:

- Functional classifications, e.g., do they match Federal Highway Administration (FHWA) classifications?**

Four additional meetings will be held at appropriate milestones in addition to two City Council meetings. Monthly written status reports will be sent to the City that discuss the work that has been completed and the work remaining.

NCE will meet with City staff during Task 6 to discuss M&R Strategies. NCE will meet with staff again during Task 8 for the final report delivery.

NCE can prepare and present the results of this pavement management update to the City Council, if City desires. This may be a short (15 to 20 minutes) informational item or could be a longer (1-2 hours) educational/advocacy workshop, depending on the City's needs. NCE has recently completed similar presentations to the Cities of San Gabriel, Temple City, and an upcoming Commerce council meeting.

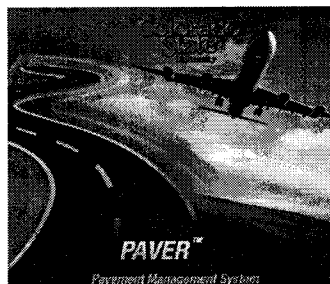
Part of NCE's value to the City is the information that we can bring and share from other agencies, and the results based on tight budgetary constraints. We can also share the perspective of our work in the California Statewide Needs Assessment study, which included an assessment of all 539 cities and counties.

Deliverables:

- ### Monthly Status reports

Task 2 – Comprehensive Analysis of StreetSaver® or Other software

NCE will assist the City in performing a software needs assessment. We have previously conducted this assessment with other cities such as Santa Monica, Carson, Anaheim, Thousand Oaks, Burbank and Manhattan Beach. There are more than 20 different software programs readily available, and the typical criteria we will use in this assessment include:



- Condition data collected, e.g., pavement distress, IRI, drainage, etc.

- ❏ Integration with other transportation assets, e.g., sidewalks, curbs and gutters, storm drains, signs, etc.
- ❏ Maintenance and rehabilitation (M&R) strategies including sustainable pavement policies
- ❏ Historical data, e.g., construction, M&R, condition data
- ❏ Pavement performance curves – are they appropriate for Redondo Beach?
- ❏ Remaining service life
- ❏ Funding analyses – different funding scenarios (“what if” analyses), committed projects, packaging projects, zone type analysis
- ❏ Other data needs, e.g., pavement structural sections, traffic
- ❏ Linkage to GIS maps and ability to create exhibits for presentations and City Council
- ❏ Ability to create custom reports/export to other programs

Typically, there is no one perfect software program that will meet all the City’s needs. However, through a process where the different criteria are weighted, NCE will assist the City in making tradeoff decisions and arrive at a software program that will best meet the City’s needs. The table below is an excerpt from an assessment performed with the City of Santa Monica.

Software Attributes / Features	MicroPAVER	StreetSaver	Cartegraph
General			
Vendor	U. of Illinois / APWA	MTC	CarteGraph
Current Version	7	9	8.2 (Pavement View)
Online Version available?	No	Yes	No
Annual Cost	\$1100 (discount available to APWA members)	\$1,500	\$5000+ \$1400 annual maintenance
User's meetings	None	2/year (Northern & Southern CA)	3~5/ year Usually Iowa
Technical Support	List serv/email/phone	Online/phone/email	Online/phone/email
Budget related			
Analysis period (yrs)	5-20	5-30	5-30
Constrained budgets	Yes	Yes	Yes
"What-if" scenarios	Yes	Yes	Yes
\$ to maintain PCI	Yes	Available in 2011	Iterative procedure
Packaging of projects	No	Yes	Yes
Committed projects	No	Yes	Yes
Backlog/Deferred costs	Yes	Yes	Yes
Stop-gap costs	Yes	Yes	No

Deliverables:

- ❏ Selected PMS Software (Cost of software not included, due to the variances of prices)

Task 3 – Update Data / GIS

Once the results of the assessment are complete and if the City chooses software other than PAVER™, NCE will convert the 2016 PAVER™ database. Prior to starting the surveys, NCE will review the current City GIS shapefile for accuracy. Quality checks includes:

- ❏ City maintained street verification
- ❏ Limits compared to previous update
- ❏ Functional classifications
- ❏ Newly annexed streets

All discrepancies will be sent to City staff for review and direction. Once these tasks have been completed, shapefile will be installed in automated system in preparation for field work.

Deliverables:

- ❏ Converted PMS database
- ❏ Revised GIS shapefile linked to PMS software

Task 4 – Pavement Management System Update, PCI Inventory / Inspections

NCE/märker will perform distress collections surveys on 130 centerline miles of street segments as per ASTM D6433 protocols (sometimes known as PAVER distresses). The types of distresses collected include:

The evaluation of the pavement surface distress is based on three components:

Asphalt Concrete Distresses

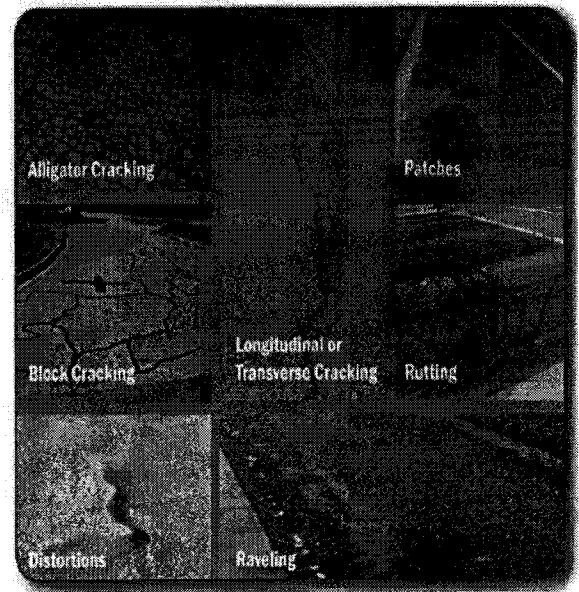
1. Alligator Cracking (Fatigue)
2. Bleeding/flushing
3. Block Cracking
4. Bumps & Sags
5. Corrugation
6. Depression
7. Edge Cracking
8. Joint Reflective Cracking
9. Lane/Shoulder Drop-off
10. Longitudinal & Transverse Cracking
11. Patch/Utility Cut Patch
12. Polished Aggregate
13. Potholes
14. Railroad Crossing
15. Rutting
16. Shoving
17. Slippage Cracking
18. Swell
19. Raveling
20. Weathering

PCC Distresses

1. Blowup/Buckling
2. Corner Break
3. Divided Slab
4. Durability ("D") Cracking
5. Faulting
6. Joint Seal Damage
7. Lane/Shoulder Drop-off
8. Linear Cracking
9. Patching, Large/Utility Cuts
10. Patching, Small
11. Polished Aggregate
12. Popouts
13. Pumping
14. Punchout
15. Railroad Crossing
16. Scaling, Map Cracking & Crazing
17. Shrinkage Cracks
18. Spalling, Corner
19. Spalling, Joint

- ❏ Type is defined as **'What kind of crack or defect is it?'** based on environmental distresses (i.e.: Block Cracking, Longitudinal/Transverse Cracking, Weathering) or load related distresses (i.e.: Alligator Cracking, Rutting).
- ❏ Severity is defined as **'How bad is the defect?'** in terms of the measurement or degree of wear associated with the condition.
- ❏ Extent refers to quantity or **'How much?'** of the pavement is affected by a particular distress.

We have seen considerable advancements in technology over the last 10 years. The assessment of pavement condition has seen a transformation from more labor intensive manual efforts to high-speed automated surveys that combine the use of roadway sensors and digital imagery. Our team is well positioned to collect, measure and map all roadway data with a sophisticated automated approach using LiDAR & pavement laser scanners. Our goal is to provide accurate, repeatable and economical pavement condition assessments.



Our mobile data collection equipment and team are capable of collecting the following (first three bullets are included in our scope and cost):

- ❏ Pavement Surface Distress
- ❏ Pavement Profiling (Roughness / Rutting)
- ❏ Positioning Spatial GPS & Linear Referencing
- ❏ 360 Right-of-way digital Imagery and 3D LiDAR Point Cloud Data
- ❏ Mobile Collection Roadway / Roadside Asset Inventories
- ❏ Sign/Pavement Marking Reflectivity
- ❏ Roadway Cross Slope / Grade and Curvature

Roadway Collection Vehicle System Overview

During our roadway inspections, pavement profiling (ride quality, rutting), GPS, and surface distress data is collected continuously and seamlessly by our pavement technician team using our automated data collection vehicle which makes available a wide range of survey technologies. Our pavement distress data collection process involves the use of customized, integrated keyboards, and laser scanning which are all used to collect the type, severity, extent, start and stop points of all the pavement surface distresses.



Street names, limits, lengths, widths, number of lanes and surface types will be field reviewed with functional classifications reviewed in the office. Should there be any questions or variations noted, the City will be contacted for clarification.

Pavement Inspectors for this project have been tested and prequalified through both the Orange County Transportation Authority's (OCTA) and the Metropolitan Transportation Commission (MTC) "Inspector Certification/Testing" programs. These cover both ASTM D6433 and StreetSaver® distress types.

Quality Control Plan

The importance of accurate and reliable data cannot be overstated, as this leads directly to planning decisions (what roads to repair?) as well as funding decisions (how much money is really needed?). NCE's goal is to provide the highest quality work product for our clients. In order to meet this goal, a quality assurance/ quality control (QC/QA) component is incorporated into all our projects. For this project, Dr. James Signore, PE, as the proposed QC Manager, will have the responsibility for incorporating the following QC/QA steps into our work:

- ❏ Reviewing field activities, including spot checks on the field crews
- ❏ Reviewing field procedures, making changes as needed
- ❏ Comparing the field data collected with on-site conditions
- ❏ Reviewing all data entry functions, including spot checks
- ❏ Reviewing reports generated and analyses performed to ensure high quality deliverables

NCE's QC Plan provides for a minimum of 5% of all field data to be re-inspected by a different inspector. A comparison of the distresses (type, severity and quantity) will be made and at least 95% of re-inspected sections must be in compliance.

Dr. Signore will work directly with the Project Manager, Ms. Senn, who will have overall responsibility for this project. In addition to the checks required by software, NCE has developed a series of procedures to ensure the consistency and accuracy of all data collected in the field. These are outlined as follows:

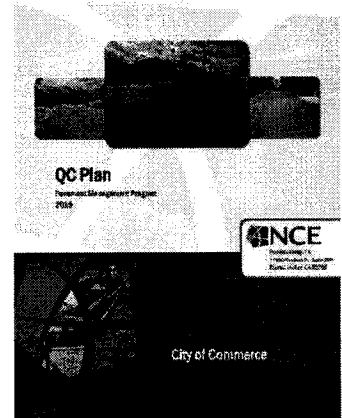
Field QA/QC Step 1: Correlation

The first step in this process is to have NCE/Marker drive a few roads and review some of the variety of pavement conditions that exist in the City of Diamond Bar. This is required to synchronize the team's view of the various distresses.

Field QA/QC Step 2: Calibration

The QC team will conduct an independent calibration of equipment used to perform pavement condition surveys on the City's pavement networks. Since automated distress data collection is different from walking protocols, this task is required to ensure that the pavement data collected is consistent with standard protocols. Up to 25 pavement sites will be selected to the calibration. They will include a range of:

- ❏ Pavement Types (AC or PCC)



- ❏ Functional Classifications
- ❏ Pavement condition or age

Field QA/QC Step 3: Re-inspection “Checks”

A minimum of five percent of all sections will be re-inspected by other team members. Sections with a PCI difference between the two surveys are also flagged for re-inspection. At the time of re-inspection, the actual distresses will be re-inspected and verified, and any corrections made, if necessary. Distress types and severities must be the same, and re-measured quantities within $\pm 10\%$ of the original measured quantity. If corrections are required on more than 10% of the re-inspected sample units, then an additional 5% will be re-inspected. This will continue until more than 95% of the re-inspected sections meet the acceptability criteria.



All costs associated with additional re-inspections due to a failure to meet the acceptance criteria will be borne by NCE.

Please note that NCE's scope of work and condition surveys do not address issues including but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues or short term maintenance that should be performed.

Data Entry

The condition survey data will be entered into the selected PMS database. This task will be performed at our office in order to provide quality control of all data entered into the system. The database will be reviewed for errors and any found will be corrected prior to performing calculations.

Deliverables:

- ❏ Updated PMS database with pavement condition distresses
- ❏ PCI report

Task 5 – Budgetary Analysis

Maintenance and Rehabilitation History

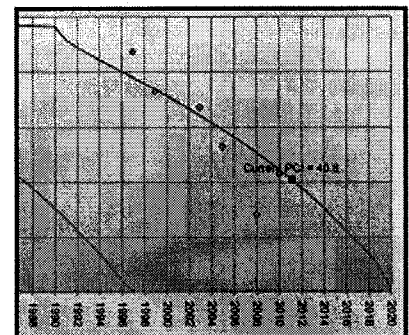
Populating the PMS database with recent M&R historical data is extremely useful for determining future treatments and predicting performance of the various pavement sections. The chart is an example of the StreetSaver® software creating a custom performance curve from historical data.

All M&R activities, e.g., overlays, reconstructions and any surface seals that have occurred since 2015 will be entered into the PMS database. All M&R historical records will include the following information:

- ❏ Street Name
- ❏ Branch and section IDs
- ❏ Beginning and ending limits of work
- ❏ Type of treatment
- ❏ Date of treatment

Deliverables:

- ❏ M&R history report



Maintenance and Rehabilitation Strategies

NCE will review M&R strategies with City staff that include the recommendation and selection of appropriate treatments such as cape seals or overlays, and the determination of treatment unit costs. This will also be an appropriate time to review the use

of new / sustainable treatments or materials, such as rubberized asphalt, rubberized chip or cape seas, microsurfacing, rejuvenators, cold-in-place recycling, full depth reclamation, warm mix asphalt, etc.

NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the City with solutions that are innovative, sustainable, practical, and workable.

Development of the M&R decision tree is a critical step in any pavement management update as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting consequences. NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the City with solutions that are practical and workable. The M&R alternatives are defined, a treatment unit cost will be determined for each alternative. These alternatives and costs will then be entered into the PMPS database for budgetary analysis.

The unit costs will have a huge impact on the City's projections or needs assessments. Therefore, NCE will review any recent bid tabs, together with those from neighboring cities as appropriate. Also, unit prices will be fully loaded rates, and will include not just contractors' prices, but also design, inspection and testing costs.

Deliverables:

- ❏ M&R Decision tree

Budgetary Analysis

NCE will perform a Budget Needs analysis using an analysis period to be determined by the City (can be as long as 20 years). This will identify M&R requirements for each road section and determines the total maintenance and rehabilitation requirements over the entire analysis period. This forms the basis for performing Budget Scenario evaluations, which optimize the street sections for repair under constrained budgets.

The Budget Needs analysis answers the questions: "If I have unlimited funding for street maintenance and repair, which streets should I fix?" "When should I fix them?" "What treatments should I apply?" "How much will it cost?"

The budget scenarios evaluation prioritizes sections for repair under constrained, realistic, budgetary assumptions.

This module answers the question: "If the City has limited funds for street maintenance and repair, which streets have the highest priority for repairs, when should the City perform the repairs, and how much will it cost?"

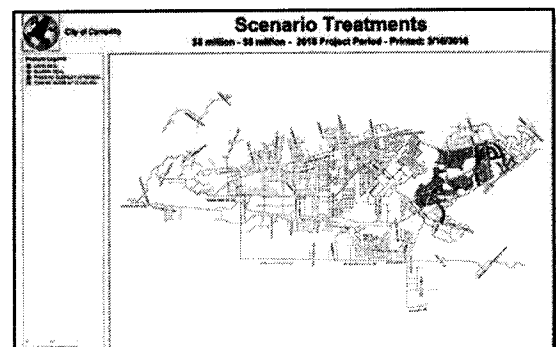
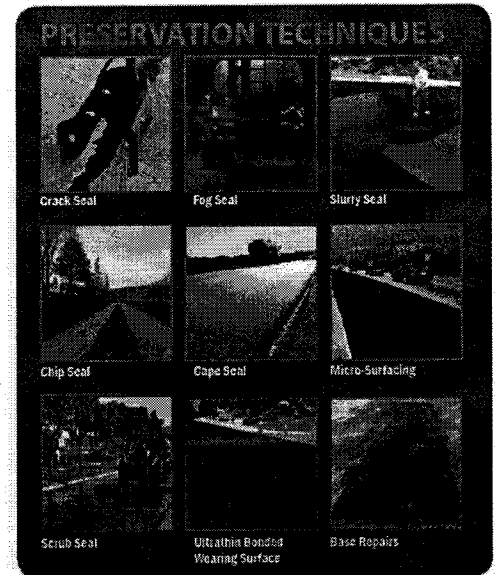
Multiple budget- or target-driven scenarios will be performed after discussion with City staff. Examples of typical scenarios include:

- ❏ Impacts of existing funding levels.
- ❏ Impacts to model drops in funding
- ❏ Using SB1 funds what will the resulting PCI be?

The results will be used to develop a multi-year rehabilitation program that includes the treatment and when it will be applied to streets. NCE will develop a multi-year workplan for the final selected scenario (see example developed for Camarillo).

NCE will prepare a draft report for the City to review. The report will contain, at a minimum:

- ❏ Executive Summary



- ❏ Introduction and methodology
- ❏ Discussion of software and setup parameters
- ❏ Inventory of City streets
- ❏ PCI listing
- ❏ Maintenance strategies and costs
- ❏ M&R History Report
- ❏ Results of budgetary analyses
- ❏ Multi-year work plan

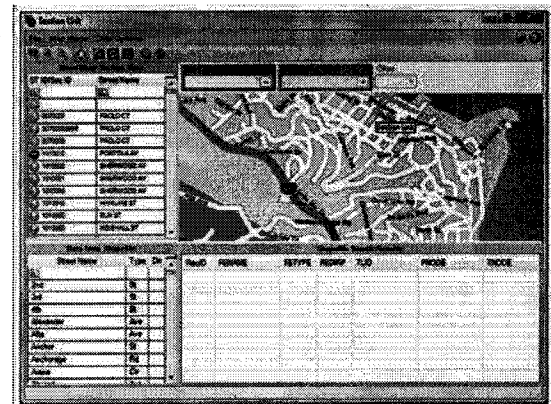
The draft report will be submitted to the City for review in electronic format.

Task 6 - Final Report and GIS Update

Upon receipt of the City's comments on the draft report, NCE will make all appropriate revisions and corrections and will submit the Final Report to the City. The Final Report will comply with METRO requirements for the PCI report.

In addition, NCE will link the selected software database to a GIS shapefile. It is assumed that the City has accurate GIS shapefiles that can be used for the linkage. Depending on the software, queries may include:

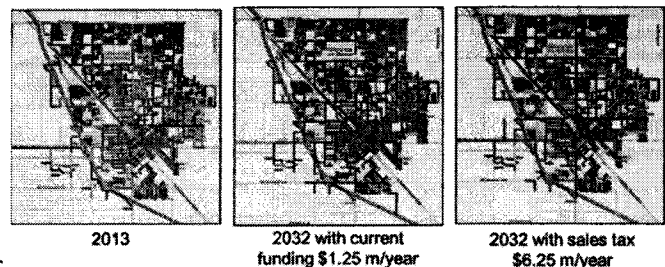
- ❏ PCI range by street section
- ❏ Future PCI by street section
- ❏ Functional classification
- ❏ Maintenance treatment history
- ❏ Impacts of different budget scenarios
- ❏ Sections selected for treatment



Once linked, powerful maps can be generated within minutes, as shown in the example shown. In addition, shapefiles can be exported for other GIS functions within the City.

Deliverables:

- ❏ Final report (3 hard copies)
- ❏ One (1) electronic copy of all data via flash drive
- ❏ Updated pavement management database linked to GIS



Task – 7 Staff Training

As an optional task, NCE will prepare and present two four -hour training classes. The classes will cover basic software operations, including how to access the program and setup various user accounts, and an overview of the features available. Areas to be covered includes:

- ❏ Creating or editing street sections
- ❏ Entering M&R treatments
- ❏ Revising the M&R decision tree
- ❏ Performing budget needs/scenarios
 - Project selection tools
 - Needs analysis
 - Generating reports Pre-defined reports Budgetary reports
 - Custom reporting tool
- ❏ Generating GIS maps

The materials for both classes will be provided by NCE. It is assumed that the classes will be conducted on-site and will include

no more than two staff members. It is also assumed that computers and a training room with Wi-Fi access will be provided by the City.

NCE has prepared and trained over 100 agencies in California and Nevada on both the PAVER™ and StreetSaver® software since 1997. This includes developing the training materials, providing interactive training as well as conducting the training. We can train City personnel to successfully maintain the software in the future.

Deliverables:

- ☒ Training manuals for City staff
- ☒ Two four-hour training classes

D. Project Scheduling

2020 PMS Update Proposed Project Schedule

Task Description	Weeks											
	NTP	2	3	4	5	6	7	8	9	10	11	12
Task 1 - Project Initiation/Meet with City Staff	X											
Task 2 - Comprehensive Analysis of StreetSaver or other Software												
Task 3 - Updated Data/GIS												
Task 4 - Pavement Management System Update, PCI Inventory/Inspection												
Task 5 - Budgetary Analysis												
Task 6 - Final Report and GIS Update												
<i>Prepare draft report</i>												
<i>City Review</i>												
<i>Finalize Report from Comments</i>												
Task 7 - Staff Training	To Be Determined by City											

Assumptions

- Task 2 assumes no more than a two week turnaround for software assessment
- Task 3 assumes review of maps prior to distress collection
- Task 3 provides for GIS to be sent to City for upload.
- Task 4 assumes 3 bad weather days
- Task 4 assumes a 5 week processing time for data collections
- Task 5 assumes M&R work done since last update in 2016
- Task 7 assumes 2 weeks for City review
- Meetings during Tasks 1, 2, 5, 6 and 7.

E. Resource Requirements

As requested, our "Not-to-Exceed" Fee Proposal is enclosed in a separately sealed envelope.

F. Fee Schedule

Schedule of Charges 2020 – Pavement Management Projects

PROFESSIONAL SERVICES

Principal	\$220/hour
Associate	\$175/hour
Senior	\$150/hour
Project	\$125/hour
Staff.....	\$120/hour

TECHNICAL SERVICES

Senior Construction Manager*.....	\$130/hour
Senior Designer	\$135/hour
Senior Technician/Construction Inspector*	\$120/hour
CAD Technician	\$110/hour
Project Administrator	\$90/hour
Field/Engineering Technician.....	\$90/hour
Technical Word Processing	\$80/hour
Clerical	\$65/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

EQUIPMENT

Plotter Usage.....	(separate fee schedule)
Truck	\$90/day
Automobile.....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$3,500/Day
Coring.....	\$4,500/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc..... cost+15%

COMMUNICATION/ REPRODUCTION

In-house costs for long-distance telephone, faxing, postage, printing and copying project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

G. Insurance

Below is a summary of our current insurance coverage for comprehensive, general liability, professional liability, automotive liability, and workers compensation. NCE is prepared to comply with the City's insurance requirements and certificates of insurance will be provided upon contract execution.

Commercial General Liability

Each Occurrence: \$1,000,000.00
Aggregate: \$2,000,000.00

Workers Comp/Employer's Liability

Each Occurrence: \$1,000,000.00
Aggregate: \$1,000,000.00

Automotive Liability

Each Occurrence: \$1,000,000.00
Aggregate: \$1,000,000.00

Professional Liability

Each Occurrence: \$2,000,000.00
Aggregate: \$2,000,000.00

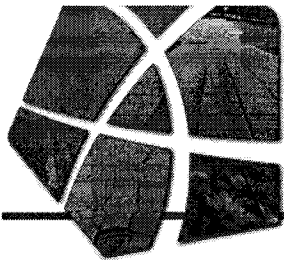
Excess/Umbrella Liability

Each Occurrence: \$5,000,000.00
Aggregate: \$5,000,000.00

H. References

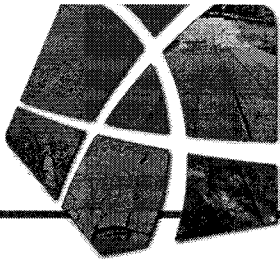
NCE has performed hundreds of similar projects throughout California delivering the services the City has requested for this project. Following individuals and agencies are listed as NCE's references for projects which we have completed in the last five years. The references below will allow the City to verify NCE's experience and the level of satisfaction of our clients.

Reference	Contact Information
City of Manhattan Beach 3621 Bell Avenue Manhattan Beach, CA 90266	Prem Kumar, PE, City Engineer Tel: (310) 802-5252 Email: pkumar@citymb.info
City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701	Kenny Nguyen, PE, Senior Civil Engineer Tel: (714) 647-5632 Email: knguyen@santa-ana.org
City of Lake Forrest 25550 Commercentre Drive, Suite 1 Lake Forest, CA 92630	Taylor Abernathy, PE, Principal Civil Engineer Tel: (949) 461-3490 Email: tabernathy@lakeforestca.gov



APPENDICES

- A Resumes**
- B Sample QC Plan**
- C Sample MTC Cover & Chapter One (1)**



APPENDIX A

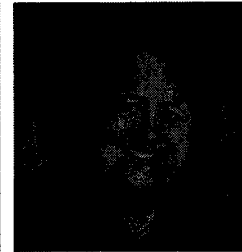
A Resumes

Resumes

Focused resumes highlighting registrations, education, years of experience and a list of recent, relevant projects for each key member are provided below.

Lisa K. Senn – Project Manager

Ms. Lisa K. Senn had a job in music when she agreed to help a friend's company with requests for information. This evolved into preparing inspections for field crews, and after a firm principal saw she had a knack for the work, he taught her about deflection testing and coring. The more Ms. Senn learned, the more she wanted to know, and her career in pavement management and transportation began. Ms. Senn's experience includes managing projects and overseeing field surveys and QC procedures for cities and counties throughout California. A natural teacher, Ms. Senn trains engineers, technicians, agencies, and municipalities on various aspects of pavement management, software, and field distress. A member of MTC's software development team, she has helped beta test new StreetSaver® modules and enhancements. Ms. Senn has also conducted MicroPAVER™ training classes for the Orange County Transportation Authority (OCTA) since 2011. Finding satisfaction in knowing that what she does benefits others, Ms. Senn enjoys working with and learning about agencies. She considers historical knowledge gained on past projects yet stays up to date on developments in the ever-evolving area of pavement management.



Education

AA, Business Administration,
Cuesta College, 1988

Registrations/Certifications

Pavement Management
Training Levels 1 & 2, 2017

Affiliations

American Public Works
Association (APWA)

Years of Experience

20 years

Representative Projects

Multiple PMP/PMS Updates and Implementations, Various Cities and Counties, CA. Project Manager and/or QC Manager. For PMP/PMS updates and implementation, Ms. Senn is responsible for the analysis and QC of pavement distress data, updating M&R decision trees and the treatment unit costs, and the developing budget scenarios and summary reports. She has developed cost-effective maintenance treatments and strategies, prepared custom multiple-year detailed street maintenance plans and budget option reports, and linked GIS maps with management sections in the client's PMS database. She is an advanced user of both the MicroPAVER™ and StreetSaver® PMS software. Some of her clients include the following California cities and counties:

☛ Anaheim	☛ Grover Beach	☛ Pismo Beach	☛ Santa Maria
☛ Buena Park	☛ Laguna Niguel	☛ Poway	☛ Santa Monica
☛ Burbank	☛ La Habra	☛ Redondo Beach	☛ Seal Beach
☛ Chula Vista	☛ Lake Forest	☛ San Clemente	☛ Sonoma County
☛ Commerce	☛ Lompoc	☛ San Diego County	☛ Stanton
☛ Corona	☛ Los Gatos	☛ San Gabriel	☛ Temple City
☛ Dana Point	☛ Manhattan Beach	☛ San Luis Obispo County	☛ Thousand Oaks
☛ Diamond Bar	☛ Mission Viejo	☛ San Mateo	☛ Torrance
☛ El Cajon	☛ Napa	☛ San Ramon	☛ Vacaville
☛ El Centro	☛ Newport Beach	☛ Santa Ana	☛ Ventura County
☛ Fresno COG	☛ Oakley	☛ Santa Barbara	☛ West Covina
☛ Fullerton	☛ Orange	☛ Santa Barbara County	☛ Whittier
☛ Garden Grove	☛ Orange County	☛ Santa Clarita	☛ Woodland

Pavement and Asset Management System, Orange County, CA. Project Manager. For the current 5-year contract with the County of Orange and its contract Cities of Lake Forest and Dana Point (over 600 miles), Ms. Senn is responsible for quality control of collected pavement distress data, updating maintenance and rehabilitation decision trees and the treatment unit costs, and the development of budget scenarios and summary reports. Ms. Senn works with County and City staff to determine unit costs, applicable treatments for the seven-year budgeting scenarios and development of the respective street sections slated for rehabilitation over the next seven years.

Pavement Management Program Update, City of Mission Viejo, CA. Project Manager. The City has approximately 178 centerline miles of local and collector streets and 52 miles of arterial highways. Ms. Senn managed Mission Viejo's projects since 2011 that have included either 'walking surveys' or 'windshield surveys' and updating the MicroPAVER™ database with the pavement condition data. Pavement maintenance and rehabilitation historical records were entered into the database. As part of the project, the Maintenance and Rehabilitation (M&R) decision tree was updated with new treatments and unit costs re-evaluated prior to performing any budgetary analyses. In addition, the City's projected 20-year pavement budget was analyzed and a seven-year workplan was prepared. Numerous custom reports were prepared for the City and an executive summary was submitted to OCTA for the Measure M2 program.

County of Santa Barbara, CA. Project Manager. Ms. Senn has been the Project Manager for all projects with the County since 2003, before she joined NCE. She helped to define the yearly rotation of roads to be surveyed, managed the survey crews, data entry technicians and QA procedures for the projects. Ms. Senn assisted with the data gathering for the yearly "Road Book", which encompassed the yearly maintenance and rehabilitation projects. In 2010, Ms. Senn assisted the County as they made a change in their PMS software, from MicroPAVER to StreetSaver®. This included a review of current functional classifications, generating a list of roads needing surveys prior to conversion and helping to define information migrated. She collaborated with County's GIS department to obtain a current shapefile for GIS integration for StreetSaver®.

Pavement Management Program Professional Services, City of Newport Beach, CA. Project Manager. The City of Newport Beach selected NCE to perform an update of their pavement management plan with current pavement conditions and funding analyses to inform and educate policy makers, as well as to comply with the Orange County Transportation Authority's Measure M2 Program. The City owns and maintains approximately 205.7 centerline miles of pavements.

Pavement Management Program Implementation, City of Seal Beach, CA. Project Manager. Ms. Senn has assisted the City with its pavement management program updates from 2011 to 2020. This included overseeing the field distress collections, updating the City's unit costs for treatments and was on hand for a Council presentation for the PMP acceptance. The 2012 and 2014 inspection cycles saw the entire network of streets inspected and meeting with staff to update maintenance treatments completed in the previous cycle and the preparation of the seven-year plan to be submitted to OCTA. Ms. Senn also trained City staff as they attended the OCTA help pavement distress classes and the software training classes.

Asset Management. Ms. Senn has managed the collection of data related to sidewalks, curb and gutter, tree root damage, ADA ramps, cross slopes of street segments, trip -fall hazards, culverts, signs, storm drains and catch basins. This included visiting a variety of storm drain features, including manholes, catch basins, streams and curb inlets, and determining the feature's physical characteristics and its connection to other nearby storm drain features. These projects included visiting thousands of feet of concrete and identifying, quantifying and recording them spatially in order to incorporate them on maps for future reference.

Pavement Evaluation Services. Ms. Senn has managed numerous deflection testing projects. These projects included using deflection testing to measure a pavement's structural properties by applying a load on the pavement and measuring the resulting deflection. In connection with deflection testing, coring was done to measure existing pavement thicknesses to determine pavement structural capacity. Coring and R-value testing was used in conjunction with deflection testing and visual observations of current cracking conditions and roadside draining, core testing provides the necessary data to provide sound repair or maintenance recommendations. She was involved in the review traffic patterns to verify the accuracy of traffic indexes. She managed and participated in performing classified truck counts where necessary to determine these indexes.

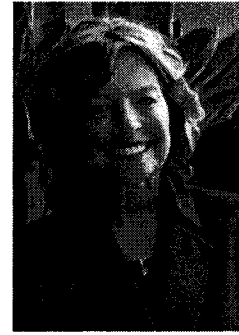
Charlene Palmer – Principal-in-Charge

Ms. Charlene Palmer's consulting experience includes work in the transportation, civil, rail/transit, infrastructure, water resources, environmental, materials testing and inspection, and geotechnical engineering fields. Ms. Palmer is a registered Professional Engineer in Kentucky and has served as a principal-in-charge on many projects, including numerous PMS programs. Some of her activities include providing project/program management and team coordination; handling and negotiating contractual elements, leading task teams; developing scopes, project understandings, and approaches; setting budgets and schedules; providing technical oversight and quality control; researching and preparing technical documents; and writing training and safety manuals and technical reports.

Representative Projects

Pavement Management Systems, Various Cities and Counties, Southern CA. Principal-In-Charge. Responsible for project quality oversight and assisting with coordination and communication with the team and the client for the:

- ❁ City of Temple City 2018 Pavement Management Program Update
- ❁ City of Burbank Pavement Management Program 2016 – 2020
- ❁ County of Orange 2016-2020 PMP and asset management
- ❁ County of Santa Barbara 2018/2020 PMS update and database development
- ❁ City of Burbank PMS Update and ADA Ramp compliance 2018-2020
- ❁ City of Commerce PMS Update 2019
- ❁ City of Manhattan Beach 2018 PMP update
- ❁ City of Diamond Bar 2018 PMP update
- ❁ City of Corona 2017 PMS update and training
- ❁ City of Carson 2017 PMP update, sidewalk assets, and truck route study
- ❁ City of Torrance 2018 pavement and asset management system
- ❁ City of Thousand Oaks 2019 PMP update
- ❁ City of Anaheim 2019-2023 Update
- ❁ City of Huntington Park 2018 PMS update
- ❁ City of Newport Beach, 2018 Pavement and Asset Management System
- ❁ City of Moreno Valley 2018 Pavement Management Update
- ❁ City of Redondo Beach 2017 Citywide Pavement Network Report
- ❁ County of San Diego 2018 Pavement and Asset Management System
- ❁ City of Downey 2019 Pavement Management Update



Education

BS, Civil Engineering, Ohio
State University, 1981
AAS, Environmental Sciences,
MATC, 1975

Registrations/Certifications

Professional Engineer – Civil,
KY #15269

Affiliations

American Public Works
Association (APWA)
American Railway Engineering
and Maintenance-of-Way
Association
American Society of Civil
Engineers (ASCE)
National Society of
Professional Engineers
Women's Transportation
Seminar
Railway Club of Southern
California, Order of the
Engineer

Years of Experience

39 years

2016-2020 Pavement and Asset Management System, Orange County, CA. Principal-In-Charge. Responsible for project quality oversight and assisting with coordination and communication with the team and the County.

2018 Pavement Management Update, City of Moreno Valley, CA. Principal-In-Charge. Responsible for project quality oversight and assisting with coordination and communication with the team and the city for the pavement management system update and report.

2018 Citywide Pavement Network Report, City of Redondo Beach, CA. Principal-In-Charge. Responsible for project quality oversight and assisting with coordination and communication with the team and the City for the pavement management system update and report.

2018 Pavement and Asset Management System, San Diego County, CA. Principal-In-Charge. Responsible for project quality oversight and assisting with coordination and communication with the team and the County.

2018-2022 Pavement and Asset Management System, City of Newport Beach, CA. Principal-In-Charge. Responsible for project quality oversight and assisting with coordination and communication with the team and the City.

James Signore, PhD, PE – QA/QC and Technical Advisor

Dr. James Signore, PhD, PE, has been in the pavement field for over 20 years. He specializes in pavement design and evaluation, rehabilitation and maintenance, materials assessment, and training. He has experience in designing pavements for many local agencies, Caltrans, and for heavy vehicle loading applications for highways, airfields and ports. He has spent years researching pavement materials, having directed a state-of-the-art AMRL certified and Superpave mix design equipped research laboratory, and is well versed in state and local pavement practices and specifications.

Representative Projects

On-Call Pavement Engineering, Caltrans, Statewide, CA. Contract Manager/Task Order Manager. Dr. Signore manages this multi-year on-call contract to provide technical solutions and assist with implementing new strategies and policies that will improve the State's highway network. Key elements include sustainability, forensics, design tools, performance modeling, data analysis, and asphalt/concrete materials.

Pavement Management Program Update, City of Thousand Oaks, CA. QC Manager. NCE performed a PMP update in 2018 with the following tasks: field verified the pavement inventory – re-segmented as necessary; perform distress/ condition surveys on the entire pavement network; calculate pavement condition indices (PCI) for each street section as well as citywide; perform budgetary analyses including five funding scenarios; develop a multi-year maintenance and repair work plan; prepared GIS maps to show yearly work plans; presented final report to Council; and trained staff on StreetSaver®.

Buena Park Peer Review and Management Update, City of Buena Park, CA. QC Manager. NCE updated the City's PMP to bring the City into compliance with OCTA's Measure M2 requirements. This includes pavement condition surveys of approximately 190 centerline miles of streets, quality control checks, reclassification of the MPAH streets, PCI calculations and performing the budgetary analysis to prepare the reports required by OCTA. Additionally, in 2015, the City moved its data from the MicroPAVER™ PMS software to StreetSaver® PMP software. This change allowed for a more detailed decision tree with costs for each functional classification and surface type. The City has completed two cycles of updates using StreetSaver® and provided the OCTA required PMP Update reports.

Measure Q Street Rehabilitation and Maintenance, City of Concord, CA. Project Manager/Pavement Engineer. Dr. Signore managed the project and developed the rehabilitation plans for two streets. These streets exhibited a mix of extensive fatigue cracking and transverse thermal cracking. Tasks ranged from design and construction consulting to client interaction to budget control. The recommendations presented were cold-in-place recycling and full depth reclamation. Full depth reclamation was selected for these streets, which were completed in November 2016. These green treatments eliminated the need for significant and costly full depth base repairs.

Transportation Infrastructure Rehabilitation Program, City of Davis, CA. Pavement Design Manager. Dr. Signore is overseeing staff in the design of pavement rehabilitation treatments for eight streets throughout the City. NCE provided civil design for these pavements. Work included preliminary and final field surveys to locate base repair sections, potential rehabilitation strategies, and assess specific pavement conditions.

Multiple PMS Updates and Implementations, Various Cities and Counties, CA. QC Manager. Dr. Signore has been responsible for quality control for PMS updates for many cities and counties in California. He is responsible for the quality control of data and responsible for spot checks on the field crews during the pavement condition surveys. Some of his clients include:

❖ Buena Park	❖ Folsom	❖ Monterey County	❖ Sonoma County
❖ Chula Vista	❖ Lake County	❖ San Francisco	❖ Thousand Oaks
❖ Garden Grove	❖ Lakeport	❖ Santa Clarita	❖ Trinity County
❖ Elk Grove	❖ Mission Viejo	❖ Siskiyou County	❖ Yuba City



Education

PhD, Civil Engineering,
University of Illinois – Urbana-
Champaign, 1998
MS, Civil Engineering,
University of Illinois – Urbana-
Champaign, 1994
BS, Electrical Engineering,
Clarkson University, 1985

Licenses

Professional Engineer – Civil,
CA, #62647

Affiliations

TRB Committee AFD70,
Pavement Rehabilitation
TRB Committee AFD70-1,
Pavement Interlayer Systems
ASCE Airfield Pavement
Committee
FAA Pavement Technical
Working Group
American Society of Civil
Engineers

Years of Experience

21 years

Katrina (Meiling) Cai – Project Engineer, EIT

Ms. Katrina (Meiling) Cai joined NCE upon graduation and has since performed pavement condition inspections throughout California and Idaho, as well as sidewalk and curb ramp assessments. Her experience includes distress collection across various pavement management systems.

Representative Projects

Citywide Sidewalk Assessment, City of Carson, CA. Field Technician. NCE inspected sidewalks and curb and gutter distresses on approximately 203 centerline miles of streets using distress criteria developed in consultation with the City. The primary emphasis of the assessment was to identify tripping hazards resulting from damage to sidewalks, curbs and gutters, as well as to identify locations with previous repairs. Locations where the sidewalk stopped or was discontinuous were noted. This assessment included reviewing ADA compliance for the curb ramps.

Pavement Management System and Update, City of Whittier, CA. Field Technician. NCE provided the PMS implementation of 195 centerline miles. NCE converted old pavement inventory into the StreetSaver® database; reviewed the inventory data; performed condition inspections; PCI calculation; imported M&R history records; reviewed M&R strategies and costs; determined the funding needs of the road network; calculated of multiple funding scenarios, linked the database to GIS, performed City staff training and provided technical support.

Sidewalk and Curb Ramp Assessment, City of Corona, CA. Field Technician. NCE performed condition assessments of approximately 350 centerline miles of sidewalks and 9,000 curb ramps. In addition, NCE provided prioritization criteria as well as repair recommendations.

Pavement Management Plan Updates, City of La Habra, CA. Field Technician. NCE provided a comprehensive pavement condition inspection of the City's streets and alleys to prepare the 2015 update report to the Orange County Transportation Authority. Updates included the Pavement Condition Index, treatment, unit costs and cost of all segments of the City's streets.

Pavement Management Plan Updates, City of Manhattan Beach, CA. Field Technician. NCE updated the City's Pavement Management Program, including inspection/evaluation of approximately 120 centerline miles of paved streets, review and recommendation of revisions to the current pavement management strategies and costs, as well as the preparation of a final Pavement Management Program report.

Pavement Condition Inspection and Maintenance, City of Davis, CA. Field Technician. NCE is providing inventory verification, pavement condition inspections, sidewalk assessments, review and evaluation of maintenance and rehabilitation decision strategies, budgetary analyses, GIS integration and staff training for the University's pavement management program update.

Pavement Management Plan Updates, City of El Centro, CA. Field Technician. NCE developed the City's Pavement Management System, including detailed inspection and evaluation of the City's streets and recommendations for maintenance methodologies and pavement treatment options.

Pavement Condition Inspection and Maintenance, Ada County Highway District, ID. Field Technician. NCE performed field pavement condition inspections on all the arterial and collectors (approximately 600 miles), as well as approximately 1,000 miles of residential streets. These were walking inspections as per the StreetSaver® protocols. NCE updated the StreetSaver® database with the distress data collected, calculated the pavement condition index and provided training on the StreetSaver® program, as well as a discussion of maintenance and rehabilitation treatments for County staff.



Education

BS, Civil Engineering,
University of California, Irvine,
2014

Registrations and Certifications

Engineer-in-Training – Civil, CA
#161501

Pavement Management
Training Levels 1 & 2, 2017
MTC StreetSaver® Rater
Certification Program

Years of Experience
5 years



Franc Escobedo – Senior Field Technician

Mr. Franc Escobedo has over 16 years of experience as a PMS technician for NCE. He has performed numerous pavement condition surveys throughout California and has collected distress data for various PMS, including StreetSaver®, MicroPAVER™, and Cartegraph systems. He has collected data for the Cities of Agoura Hills, Commerce, Cudahy, San Dimas, Torrance, and West Covina, and the Counties of Orange, Ventura, and San Diego. Mr. Escobedo assists with the training of agency staff. He performs activities relating to pavement data collection using hardcopy forms or tablets. As part of the QC process, he performs cross-checks of data in the PMS database and regularly performs QC checks of field collected data and pavement maintenance history to ensure that PMS databases are accurate and up to date. During this process, he generates detailed reports, which are necessary to perform his cross-checks of the collected data. His field experience and expertise are an added benefit to agencies during field training. He has performed condition inspections on over 6,000 centerline miles of roads and streets.

Representative Projects

Pavement Management Inspections, Various Locations. Senior Field Technician. Projects included various forms of inspections for pavement distress data collection, such as walking, windshield, and/or semi-automated inspections. Clients included:

Ada County, Idaho	Humboldt County	San Gabriel
Agoura Hills	Inyo County	San Ramon
Anaheim	Laguna Niguel	Santa Cruz County
Antioch	La Habra	Santa Maria
Bakersfield	Lake County	Santa Monica
Bell	Lake Forest	Seal Beach
Buena Park	Lemon Grove	Siskiyou County
Burbank	Manhattan Beach	South Lake Tahoe
Camarillo	Marin County	Stanislaus County
Chula Vista	Martinez	Stanton
Commerce	Mendocino County	Thousand Oaks
Corona	Milpitas	Torrance
Cudahy	Mission Viejo	Tulare
Dana Point	Mono County	Tuolumne County
Davis	Mountain View	Tustin
El Centro	Newark	Umpqua National Forest
El Cerrito	Newport Beach	Vallejo
Elk Grove	Orange County	Ventura County
Encinitas	Palm Springs	Vernon
Fairfield	Poway	Vista
Fremont	Redwood City	Walnut Creek
Fullerton	San Clemente	West Covina
Hayward	San Diego County	West Sacramento
Hillsborough	San Dimas	



Education

Computer Operations Program
Computer Learning Center, Los Angeles, CA, 1983-84
Network Engineering & Administrative Program
Computer Learning Center, Anaheim, CA, 1997
Certified Network Administration
Computer Learning Center, Anaheim, CA 1997

Registrations/Certifications

OCTA Prequalified Inspector through June 30, 2021
MTC StreetSaver® Rater Certification Program

Years of Experience

16 years



Jake Rajnowski – Senior Field Technician

Mr. Jake Rajnowski joined NCE in 2016 as a pavement management technician and since then, has gained in-depth knowledge and expertise in collecting distress data and coring samples for pavement management systems. His current experience includes collecting pavement distress data for the Counties of Sonoma and Lake. Jake is certified by the Metropolitan Transportation Commission (MTC) to perform pavement distress inspections; the certification testing involves passing a rigorous field test. Apart from conducting field inspections, Jake performs all functions related to data collection and is an active participant in the QC process, including crosschecks of data in the PMS database, quality control checks of field collected data and pavement maintenance history to ensure that PMS databases are accurate and up to date. During this process, detailed reports are generated to perform crosschecks of the data collected. Additionally, Jake has completed the OCTA MicroPAVER™ 'Distress Identification' course for Asphalt Concrete and Portland Cement Pavements. Also, since 2016 he has performed condition surveys at San Francisco.



Education
Sterling High School, Sterling,
IL, 2003

Registrations/Certifications
OCTA Pavement Inspector
Prequalification
MTC StreetSaver® Rater
Certification Program

Years of Experience
3 years

Representative Projects

Pavement Management Inspections, Various Locations. Senior Field Technician. Projects included various forms of surveys for pavement distress data collection, this may have included walking, windshield, and/or semi-automated. His clients include the following cities and counties:

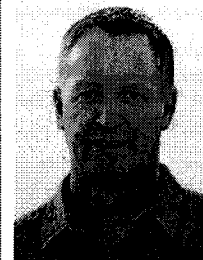
❖ Buena Park	❖ Laguna Niguel	❖ Placer County	❖ Stockton
❖ Burbank	❖ Lake County	❖ Pleasant Hill	❖ Thousand Oaks
❖ Coalinga	❖ Lincoln	❖ Redondo Beach	❖ Trinity County
❖ Diamond Bar	❖ Moreno Valley	❖ San Francisco	❖ Ventura
❖ Half Moon Bay	❖ Mission Viejo	❖ Santa Ana	❖ Walnut Creek
❖ Humboldt County	❖ Orange County	❖ San Gabriel	❖ Yolo County
❖ Kingsburg	❖ Orange Cove	❖ Sonoma County	



Ken Huisman – Field Supervisor

Mr. Ken Huisman brings more than 27 years of experience in the pavement and infrastructure management consulting industry. Over the course of Mr. Huisman's career, he has provided many aspects of infrastructure management to government agencies across North America. During this time, Mr. Huisman has supervised the creation of large and complex public pavement infrastructure and GIS databases for many municipal, state, and federal projects.

Over the course of Mr. Huisman's career, he has developed an extensive portfolio in providing PMS services and is proficient with most off the shelf pavement management programs in the marketplace. Mr. Huisman is routinely consulted by various agencies to provide helpful solutions that are applied throughout the entire life cycle of public infrastructure management. Mr. Huisman is a graduate of the School of Engineering at Georgian College in Canada. He spent 17+ years of his career with Stantec Consulting working his way up to Senior Associate before founding Mission Geographic in 2007, now known as märker geospatial, a firm dedicated to providing public works users and decision makers with a variety of innovative and useful infrastructure asset management tools. In summary, Mr. Huisman's experience with various operation management software technologies together with data collection and GIS mapping services—such as infrastructure asset inventories, condition assessments, GIS field infrastructure mapping, and 3D reality capture using LiDAR, has made him a great resource for all the clients that he works with.



Years of Experience

27 years

Joined märker geospatial, LLC

2007

Representative Projects

Career Accolades:

- ❖ Participate in the FHWA on the Long-term Pavement Performance program
- ❖ Served and helped over 220+ local government public works agencies
- ❖ Aided ten (10) state and provincial governments on pavement management projects
- ❖ Involved with some of the earlier high-speed pavement profiling equipment provided in the industry
- ❖ Led the Jefferson Parish, Louisiana Public Works department to a confirmed settlement of \$100,000,000 with FEMA over funding of repairs for roads flooded during Hurricane Katrina.

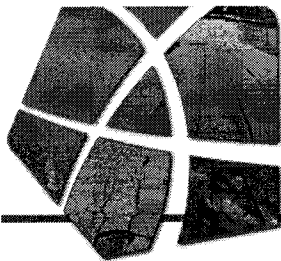
Mr. Huisman has provided valued service to many government agencies throughout North America including:

Cities and Counties:

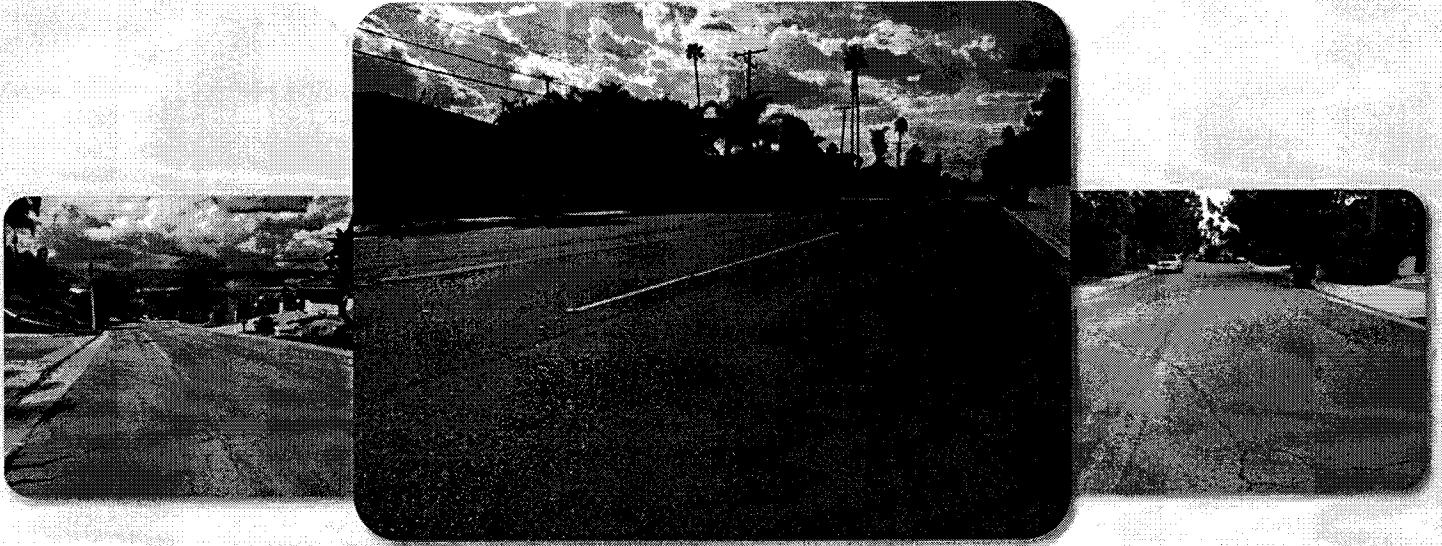
- | | | | |
|------------------------|--------------------------------|----------------------------|---------------------------|
| ❖ Anaheim, CA | ❖ Kansas City, KS | ❖ Topeka, CA | ❖ Oakland, MI (County) |
| ❖ Auburn, WA | ❖ Milwaukee, WI | ❖ Toronto, CAN | ❖ Onondaga, NY (County) |
| ❖ Augusta, GA | ❖ Monterey County and TAMC, CA | ❖ Vancouver, CAN | ❖ Orange, CA (County) |
| ❖ Austin, TX | ❖ Napa, CA | ❖ Adams, CO (County) | ❖ Rio Blanco, CO (County) |
| ❖ Bend, OR | ❖ Newport Beach, CA | ❖ Clackamas, OR (County) | ❖ San Diego, CA (County) |
| ❖ Beverly Hills, CA | ❖ Norfolk, VA | ❖ Clark, NV (County) | ❖ Santa Cruz, CA (County) |
| ❖ Calgary, CAN | ❖ Ottawa, CAN | ❖ Columbia, GA (County) | ❖ Siskiyou County LTC |
| ❖ Cheyenne, WY | ❖ Pekin, IL | ❖ Honolulu, HI (County) | ❖ Weld, CO (County) |
| ❖ Colorado Springs, CO | ❖ Phoenix, AZ | ❖ Los Angeles, CA (County) | |
| ❖ Detroit, MI | ❖ Pittsburg, PA | ❖ Maricopa, AZ (County) | |
| ❖ Fresno COG, CA | ❖ Sacramento, CA | | |
| ❖ Fort Lauderdale, FL | ❖ Salem, OR | | |
| ❖ Fort Worth, TX | ❖ San Diego, VA | | |
| ❖ Honolulu, HI | | | |

States and Provinces:

- | | | | |
|-----------------------------|------------------|--------------|-----------------|
| ❖ Arizona DOT | ❖ New Jersey DOT | ❖ MTO, CAN | ❖ MHI, CAN |
| ❖ California DOT (Caltrans) | ❖ New York DOT | ❖ Oregon DOT | ❖ Tennessee DOT |



B Sample QC Plan

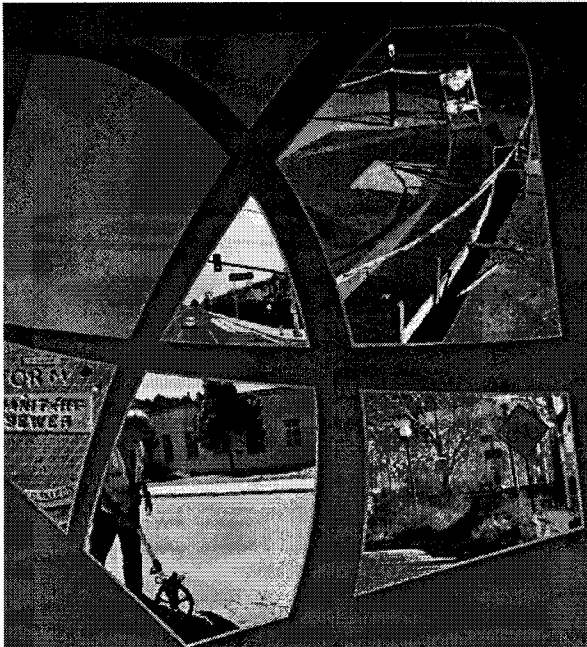


QC Plan

Pavement Management Program
2019



Fountain Valley, CA
17050 Bushard St. Suite 200
Fountain Valley, CA 92708



City of Commerce

The contents of this report is the confidential property of Nichols Consulting Engineers, Chtd. (NCE) and should not be copied, modified, retransmitted, or used for any purpose except with NCE's written authorization.

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Appendix

A. Resumes of Inspectors

1.0 INTRODUCTION

When performing data collection in any field, the need for quality control is paramount. This need for quality data is essential for accurate planning, analysis and design. NCE's "Quality Assurance Management Plan" (QAMP), which was last revised in March 2009, affirms that:

"NCE is dedicated to achieving technical and management excellence and to delivering professional engineering and environmental services that meet or exceed our clients' needs. NCE's Quality Assurance (QA) Program is designed to achieve these goals. This QA Management Plan (QAMP) describes NCE's QA Program, which is based on four principles: client satisfaction, employee participation, problem prevention, and continuous quality improvements."

NCE's QAMP establishes minimum quality standards for performance and procedures for assuring that our clients receive quality service. It requires the participation of employees at every level. It encourages Project Managers and technical staff to take pride in their work and responsibility for ensuring that the work is done correctly the first time. The program is designed to reduce the incidence of problems related to quality and results in implementation, where necessary, of corrective actions and modification of work procedures to minimize the incidence of future problems.

NCE has also prepared detailed and specific Quality Control Plans for projects, and the most notable example is for the Long Term Pavement Performance (LTPP) – Western Regional Support Contract for the Federal Highway Administration. This is a 150 page document that covers data collection on highways, including deflection, profile, pavement distresses, traffic, maintenance and rehabilitation history, materials testing and sampling as well as a document control.

1.1 Objectives

This document constitutes a formal Quality Control Plan (QCP) for the City of Commerce. Specifically, it is intended for the 2019 Pavement Management Program Update project. The focus is on data collection issues.

1.2 Structure

The following components are addressed in this QC Plan:

- Condition survey procedures used
- Accuracy required for data collection
- Inspector qualifications and experience
- Safety

2.0 QUALITY CONTROL PLAN

2.1 Condition Survey Procedure

The governing documents in performing condition surveys are:

- "PAVER™ Pavement Distress Identification Manual for Asphalt Surfaced Roads and Parking Lots", US Army Corps of Engineers ERDC-CERL June 2009.
- "PAVER™ Pavement Distress Identification Manual for Concrete Surfaced Roads and Parking Lots", US Army Corps of Engineers ERDC-CERL June 2009.

Any exceptions to the above procedures are discussed with the agency before any surveys are performed. These are usually related to distresses or situations that are not covered in the manuals. Examples include slippage cracks, roller check marks or edge cracking on streets with no curbs and gutters. Others include the use of seals or open-graded asphalt concrete mixes. Any modifications must be documented and submitted to the City for approval.

All surveys are performed as *walking* surveys, and a minimum 10% sampling rate is utilized. Field crews are typically composed of a one-person crew on residential streets and some collectors, and up to two-person crews for major arterials, depending on traffic volumes and speeds. The safety of field personnel is paramount in all instances.

The sample unit selected must be representative of the entire pavement section. This assumes that the section is homogeneous; if it is not homogeneous, then the section must be split according to the criteria agreed upon by the agency. Typically, the criteria used are:

- Pavement condition
- Construction age, if known
- Maintenance history, if known
- Traffic volumes (or functional classification as a surrogate)
- Surface types e.g. asphalt concrete or Portland cement concrete
- Geometric elements e.g. widths

Any modifications to the section inventory data will be documented and provided to the City.

Typical sample unit dimensions are 100 ft long by the width of the street. Since the maximum size of a sample unit allowed under StreetSaver is 4000 sf, streets that are wider than 40 feet wide will have shorter lengths (generally 50 feet) or if they are divided by a raised median, separate sample units taken in each direction.

Any pavement areas that are not representative of the section will be noted and surveyed as a special sample unit.

2.2 Accuracy Required For Data Collection

The accuracy required for data collection has two components, both of which are further described in the following paragraphs.

- Re-inspections
- PCI comparisons with past surveys

2.2.1 Random and Systematic Re-inspection

A minimum of 5% of the total sample units will be re-inspected and this 5% will be selected based on both a random and a systematic basis. All re-inspections are made by an engineer or inspector other than the original inspector.

Random Re-inspections

Random re-inspections will include a representative selection across the following categories:

- Functional classes i.e. arterials, collectors, locals;
- Surface types e.g. asphalt concrete or Portland cement concrete;
- Pavement conditions e.g. good, fair, poor;
- Inspectors;
- Geographical areas, if applicable.

Systematic Re-inspections

For systematic re-inspections, this could be due to noticed trends such as specific treatment types (e.g. open-graded mixes), a specific inspector or geographical area. In such cases, more than 5% will be re-inspected.

Acceptability Criteria

At the time of re-inspection, the actual distresses will be re-inspected and verified, and any corrections made, if necessary. The following acceptance criteria shall be applied to the re-inspection as required by the Metropolitan Transportation Commission (MTC):

- 1) At least 50 percent of the PCI values for the re-inspected sections must be within +/- 5 PCI points of the original inspection PCI values.
- 2) No more than 12 percent of the PCI values for the re-inspected sections can be greater than +/- 15 PCI points of the original inspection PCI values

If the above acceptance criteria are not met then an additional 5% will be re-inspected. This will continue until the re-inspected sections meet the acceptability criteria.

2.2.2 PCI Comparison with Past Surveys

As another level of quality control, the new PCIs are compared with the previous PCI. If they differ by more than ± 15 PCI points, these sections are automatically flagged for further investigation.

If PCI is +15 points:

The section is investigated to see if a maintenance and rehabilitation event has occurred since the last survey, but which has not been recorded. This can only be resolved with feedback from the agency. Typically, it may include activities such as:

- Crack sealing activities – changes medium or high severity cracking to low severity
- Patching activities - alligator cracking that has been removed and patched, so that the resultant PCI is increased.
- Surface seals
- Overlays

If PCI is -15points

The section is checked to see if the average deterioration rate (usually 3 to 4 points per year) is exceeded. If the drop in PCI is within the range of what is acceptable, no further action is required. If the drop is more than the acceptable range, a re-inspection will be performed. The default performance curves in the StreetSaver program are the basis for what is acceptable.

2.3 Inspectors Qualification and Experience

All NCE's inspectors are required to attend formal training on condition distress surveys. For example, any of NCE's inspectors working on the LTPP project are required to attend a week-long training workshop every year to maintain their certifications. The Regional Transportation Commission (RTC) of Washoe County requires inspectors to be calibrated prior to performing any work using the ASTM D6433 protocols (also known as the MicroPAVER surveys).

Similarly, in agencies that use the MTC StreetSaver system, NCE's inspectors attend the distress training conducted by MTC. After the formal training, they work with an experienced inspector before they are allowed to work on their own. Within the first month of working on their own, up to 20% of their work is checked weekly. Any necessary corrections are made immediately.

Finally, NCE conducts a one-day training and calibration workshop for all NCE staff involved with data collection. This is conducted once a year.

Resumes of NCE's technicians utilized on this project are included in Appendix A.

3.0 SAFETY PROCEDURE

NCE administers a health and safety program in compliance with the Nevada Occupational Safety and Health act (Section 618.383) and Cal OSHA Title VIII, Section 3203. The program is documented in NCE's *Workplace Safety Program Manual*.

Generally, the safety procedures include:

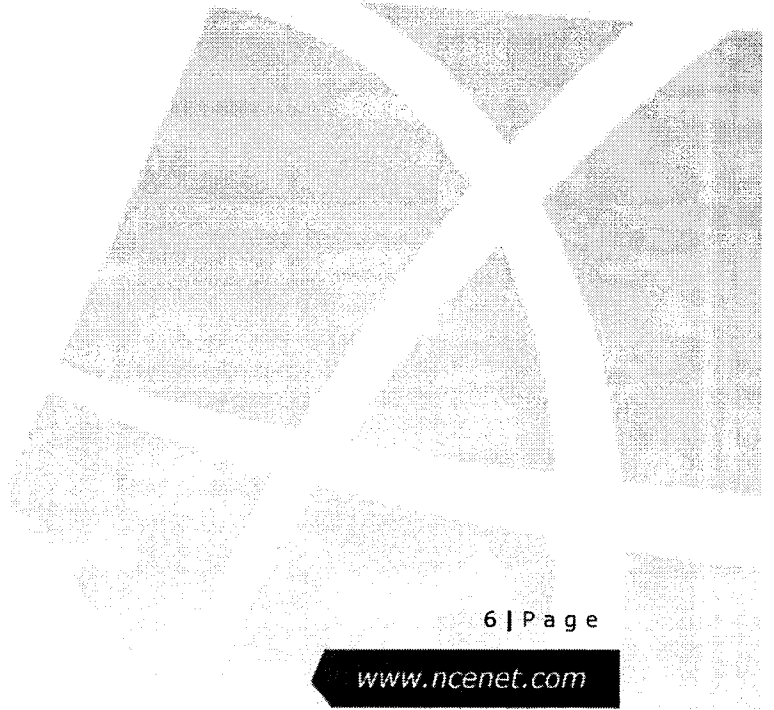
- Inspectors to wear a safety vest at all times;
- Flashing beacon on all vehicles utilized for surveys; and
- Stopped vehicles to be parked at locations away from moving traffic e.g. nearby parking, shoulders etc.

On streets where there is a high volume of traffic or high speeds, additional measures may be necessary, such as:

- Surveys to occur during off-peak periods or on weekends;
- Additional inspector to watch out for traffic; and
- Traffic flaggers in extreme cases.

In extreme cases where it is not possible to walk on the pavement surface, surveys will be performed from sidewalks or raised medians. However, this is extremely rare for city or county roads/streets; this is most often encountered on state highways, and lane closures are the most likely option at this point.

APPENDIX A
RESUMES OF FIELD INSPECTORS





Collaboration. Commitment. Confidence.SM

Franc Escobedo Engineering Field Technician

Mr. Franc Escobedo has over 15 years of experience as a pavement management technician for NCE. He has performed numerous pavement condition inspections throughout California, Idaho, and Washington. His experience includes distress collection across various Pavement Management Systems including the Metropolitan Transportation Commission StreetSaver, PAVER, Cartegraph, and Hansen systems.

Additionally, Mr. Escobedo has completed both the OCTA PAVER and MTC "Distress Identification" courses for both Asphalt Concrete and Portland Cement Pavements and now assists with the training of agency staff on both courses.

Mr. Escobedo performs all activities relating to pavement data collection using hardcopy forms or tablets. As part of the quality control process, he performs cross-checks of data in the PMS database. He also regularly performs quality control checks of field collected data and pavement maintenance history to ensure that PMS databases are accurate and up-to-date. During this process, he also generates detailed reports, which are necessary to perform his cross-checks of the collected data.

His field experience and expertise are added benefits to agencies during field training. Listed below are a collection of agencies for which Mr. Escobedo has performed condition inspections – they total over 6,000 centerline miles of roads and streets.

Representative Projects

Pavement Management

Pavement Management Inspections | *Engineering Field Technician*

✿ Ada County, Idaho	✿ Hayward	✿ San Diego County
✿ Agoura Hills	✿ Hillsborough	✿ San Dimas
✿ Anaheim	✿ Humboldt County	✿ San Ramon
✿ Antioch	✿ Inyo County	✿ Santa Cruz County
✿ Bakersfield	✿ La Habra	✿ Santa Maria
✿ Bell	✿ Lake County	✿ Seal Beach
✿ Buena Park	✿ Lake Forest	✿ Siskiyou County
✿ Camarillo	✿ Lemon Grove	✿ South Lake Tahoe
✿ Chula Vista	✿ Marin County	✿ Stanislaus County
✿ Commerce	✿ Martinez	✿ Stanton
✿ Corona	✿ Mendocino County	✿ Thousand Oaks
✿ Cudahy	✿ Milpitas	✿ Torrance
✿ Dana Point	✿ Mission Viejo	✿ Tulare
✿ Davis	✿ Mono County	✿ Tuolumne County
✿ El Centro	✿ Mountain View	✿ Tustin
✿ El Cerrito	✿ Newark	✿ Vallejo
✿ Elk Grove	✿ Orange County	✿ Vernon
✿ Encinitas	✿ Palm Springs	✿ Vista
✿ Fairfield	✿ Redwood City	✿ Walnut Creek
✿ Fremont	✿ San Clemente	✿ West Covina
✿ Fullerton		✿ West Sacramento

Projects included various forms of inspections for pavement distress data collection, such as walking, windshield, and/or semi-automated.



Education

Computer Operations Program
Computer Learning Center, Los Angeles,
CA, 1983-84
Network Engineering & Administrative
Program
Computer Learning Center, Anaheim, CA,
1997
Certified Network Administration
Computer Learning Center, Anaheim, CA
1997

Registrations and Certifications

OCTA PAVER Certification 2016
MTC StreetSaver Rater Certification
Program (expires September 2019)

Joined NCE
2004

Total Years of Experience
15

Jacob Rajnowski Field Technician

Mr. Rajnowski joined NCE in 2016 as a as a pavement management technician and is experienced in collecting distress data and coring samples for pavement management systems. He is currently collecting pavement distress data for the Counties of Sonoma and Lake.

He is certified by the Metropolitan Transportation Commission's (MTC) to perform pavement distress inspections; the certification testing involves passing a rigorous field test.

Apart from conducting field inspections, Mr. Rajnowski performs all functions related to data collection and is an active participant in the QC process, including crosschecks of data in the PMS database, quality control checks of field collected data and pavement maintenance history to ensure that PMS databases are accurate and up to date. During this process, detailed reports are generated to perform crosschecks of the data collected. Additionally, Mr. Rajnowski has completed the OCTA PAVER™ 'Distress Identification' course for Asphalt Concrete and Portland Cement Pavements. He has performed condition surveys at San Francisco since 2016.



Education

Sterling High School, Sterling, IL, 2003

Joined NCE

2016

Registrations and Certifications

OCTA PAVER Certification 2017

MTC Certification 2016

Total Years of Experience

2 years

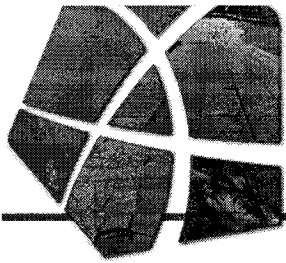
Representative Projects

Pavement Management

Pavement Management System Updates | Field Technician
Various Cities and Counties, CA

Projects included various forms of surveys for pavement distress data collection, this may have included walking, windshield, and/or semi-automated.

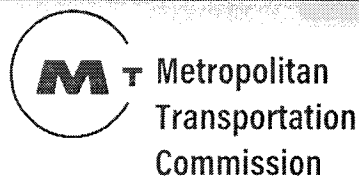
-  Ada County, ID
-  Buena Park
-  Half Moon Bay
-  Humboldt County
-  Lake County
-  Lincoln
-  Martinez
-  Mission Viejo
-  Moreno Valley
-  Placer County
-  Pleasant Hill
-  San Francisco
-  Sonoma County
-  Stockton
-  Trinity County
-  Ventura County
-  Walnut Creek
-  Yolo County



C Sample MTC Cover & Chapter One (1)

StreetSaver® Training

Workbook I: Essential Skills



Chapter 1
StreetSaver® Overview

Chapter 1 Explains:

- **Why you need a PMP**
 - **How to define your network**
 - **How to organize pavement inspections**
 - **How StreetSaver® performs budget analyses**
-



WHY DO I NEED A PAVEMENT MANAGEMENT PROGRAM?

All roads deteriorate over time due to traffic and environmental effects. Consequently, cities and counties often have many streets and roads in need of repair and there is usually insufficient funding to perform all needed repairs.

A pavement management program (PMP) is a systematic process for managing streets and roads, which focuses on maintaining pavements that are already in good condition and improving pavements that are in poor condition.

Pavement management practices are based on the concept of finding a cost-effective combination of treatments to apply at a given time to increase the level of service. A **pavement management decision support tool** is software designed to help engineers, road superintendents, public works directors, and road commissioners make cost-effective decisions concerning the maintenance and rehabilitation of pavements.

PMPs help answer questions such as the following:

- What does my road network consist of?
- What is the condition of my road network?
- What repairs should I perform on which streets and when should I perform them?
- How much money will I need to perform those repairs?
- If I don't have enough money, how can I prioritize streets for repairs?

In this workbook, we will use the Metropolitan Transportation Commission's (MTC) StreetSaver® program, a pavement management system, to help us answer the first two questions. Workbook II will answer the remaining questions.

This chapter describes the theory behind StreetSaver® processes and calculations as outlined in Figure 1.

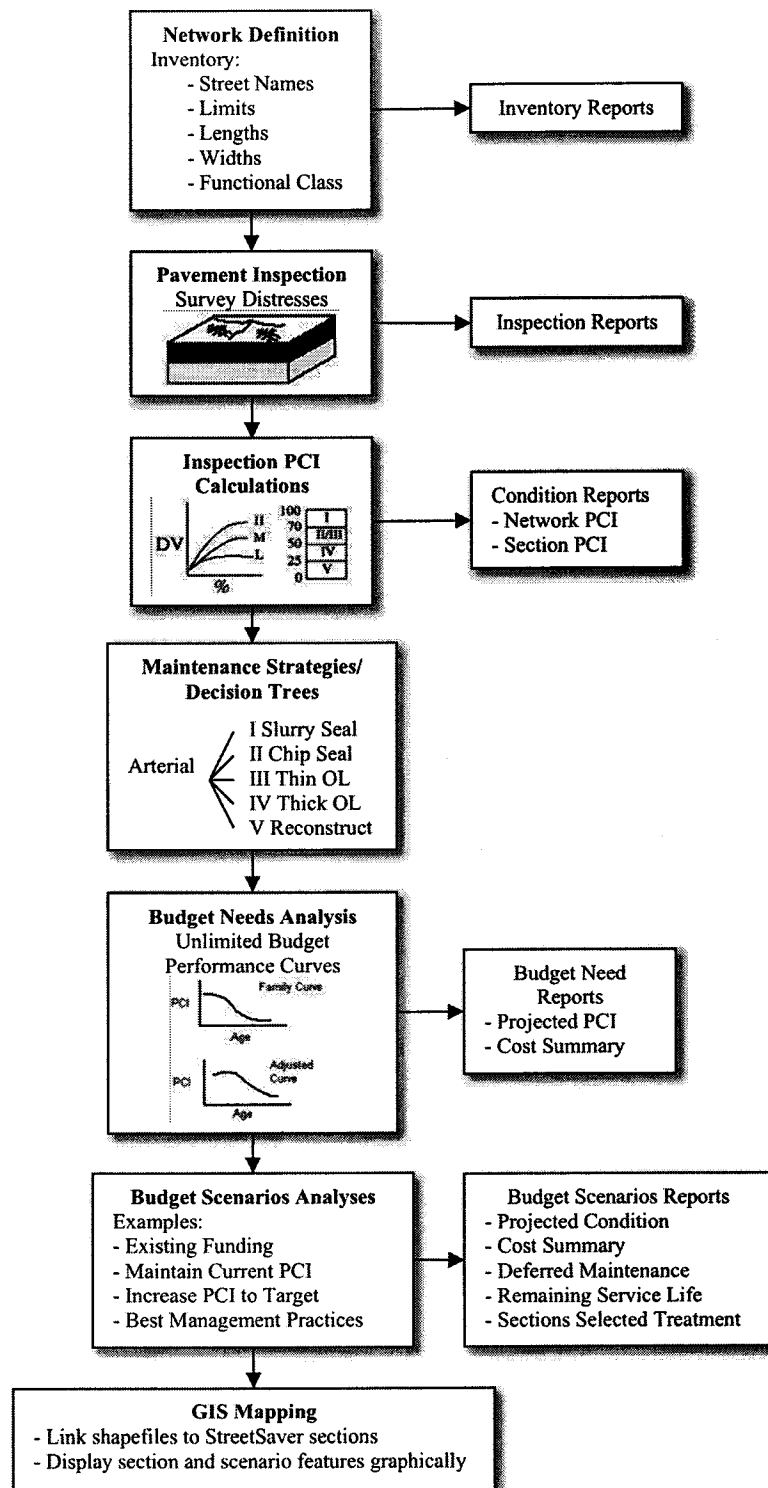


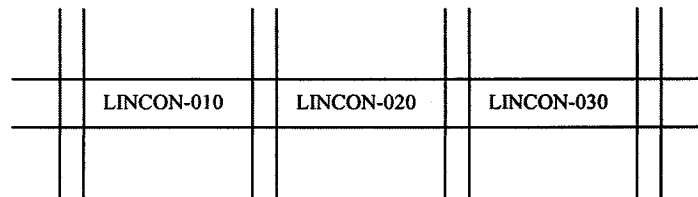
Figure 1. StreetSaver® Process Flowchart

NETWORK DEFINITION

Before we can enter information into StreetSaver®, your agency's road network must be 1) defined and 2) sectionalized. Most cities and counties define their networks to include all roads, streets, alleys, parking lots, and other pavements. Private roads and parking lots are usually excluded.

Because a single street may have different pavement structures, traffic levels, and construction dates along its length, it should be split into management sections. A **management section** is as a portion of a street, road, or parking lot that has the same construction history, traffic (especially truck traffic), functional classification, and condition along its entire length. Each management section usually performs differently and deteriorates at different rates. Therefore, sectionalization¹ divides the road network into homogenous sections, which will receive the same maintenance treatment or rehabilitation over the entire length. This practice allows for more efficient management of road networks.

Two key fields are used to identify a section in the StreetSaver® database: a street identifier (ST_ID) and a section identifier (SEC_ID). Both are alphanumeric fields, with a maximum of 10 characters. For example, Figure 2, shows Lincoln Avenue (LINCON) sectionalized into three sections: 010, 020 and 030.



Street ID	Section ID
LINCON	010
LINCON	020
LINCON	030
<i>etc.</i>	

Figure 2. Lincoln Avenue Sectionalization

¹MTC Pavement Management Program StreetSaver® User's Guide has more detailed information on this process.

PAVEMENT INSPECTION²

Management sections are further divided into sample units for pavement inspection. Each **inspection sample unit** is typically 10-15% of the management section's area. For pavement inspection, one or more sample units are selected for inspection. When only one sample unit is inspected, the sample unit should be representative of the condition of the section. When more than one sample unit is inspected, the sample units should be picked randomly.

During pavement inspection, the sample units are visually inspected by walking the sample unit, or by standing on the curb/shoulder. Pavement distress types, severities, and quantities are visually determined and estimated according to the MTC Distress Identification Manual² (4th Edition).

Pavement Condition Index Calculation

StreetSaver® uses the collected distress information to calculate the Pavement Condition Index (PCI), which describes pavement condition on a scale from 0 to 100. Higher PCI values indicate better pavement condition than lower values. The PCI calculation procedure is detailed in the MTC Distress Identification Manual and further discussed in the MTC StreetSaver® User's Guide³.

²The MTC Distress Identification Manuals for Asphalt, Surface Treated Pavements, and Jointed Portland Cement Concrete Pavements contain detailed information on this process for each pavement type.

³MTC Pavement Management Program StreetSaver® User's Guide has more detailed information on this process.

BUDGET NEEDS ANALYSIS

Using the calculated PCI values along with family performance curves, StreetSaver® then projects the PCI for individual sections, as well as for the network, for a specified analysis period. The analysis period is typically five years but can be as long as 30 years. (The StreetSaver® default analysis period is five years.) Sections are then selected for maintenance and rehabilitation (M&R) during the analysis period when they reach established PCI trigger levels, or breakpoints.

PCI Breakpoints

The PCI range from 0 to 100 is divided into five categories to trigger various M&R treatments. The default PCI breakpoints and categories are as follows:

Condition Category	PCI Breakpoint	Notes
I	$70 \leq \text{PCI}$	
II	$50 \leq \text{PCI} < 70$	(Non-load related distress)
III	$50 \leq \text{PCI} < 70$	(Load related distress)
IV	$25 \leq \text{PCI} < 50$	
V	$0 \leq \text{PCI} < 25$	

These default PCI breakpoints are stored in StreetSaver® and may be modified by the user.

Preventive Maintenance and Rehabilitation

The default PCI breakpoint of 70 separates preventive maintenance from rehabilitation. (This value may be modified as desired by the user.) **Preventive maintenance** is any activity that keeps the pavement condition from deteriorating below a PCI of 70. **Rehabilitation** is any activity that raises the pavement condition from below to above a PCI of 70. If the PCI is 70 or greater, the section is programmed for preventive maintenance. If the PCI is less than 70, the section is programmed for rehabilitation.

Figure 3 shows a graphical representation of the condition categories and PCI breakpoints.

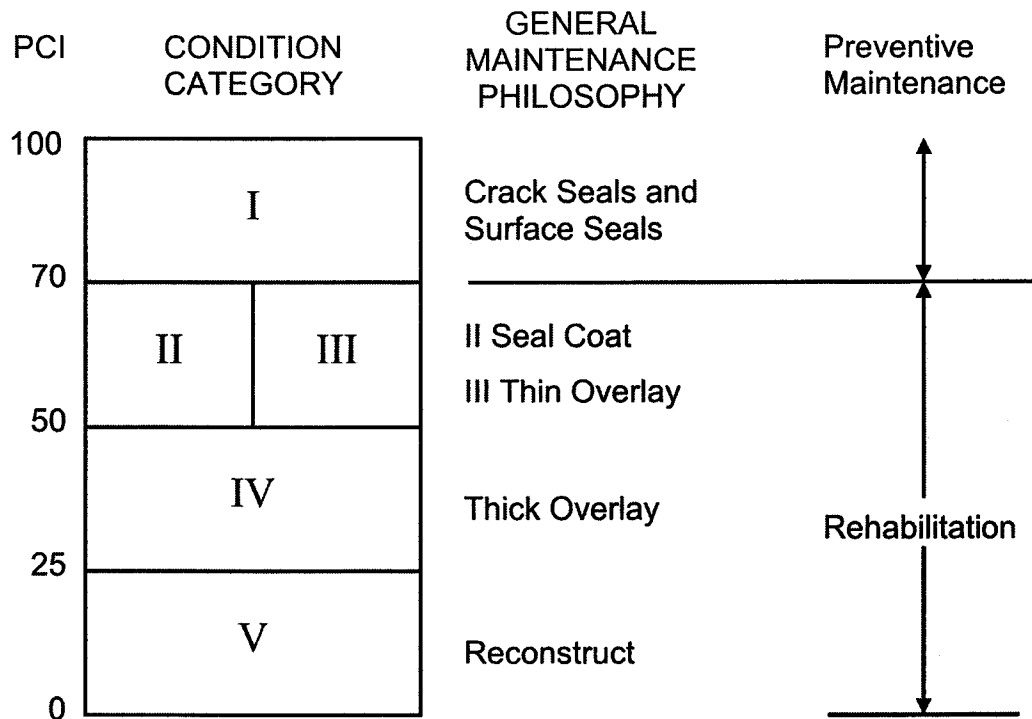


Figure 3. Condition Categories and Breakpoints

For sections requiring preventive maintenance ($PCI \geq 70$), a sequence of treatment assignments is used to determine the treatment schedule for the analysis period. This concept is illustrated in Figure 4.

For sections requiring rehabilitation ($PCI < 70$), the condition category is determined from the current PCI value and rehabilitation or reconstruction is assigned based on the previously discussed PCI breakpoints. Figure 5 shows example PCI breakpoints triggering various types of treatment categories.

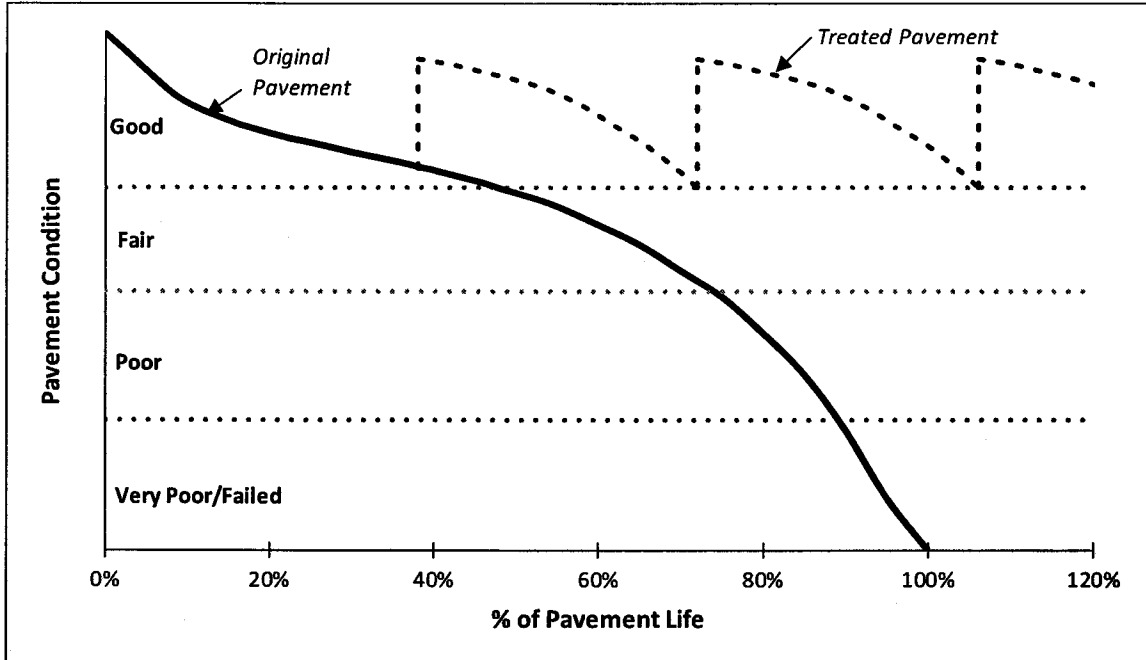


Figure 4. Sequence Assignment of Preventive Maintenance Treatments

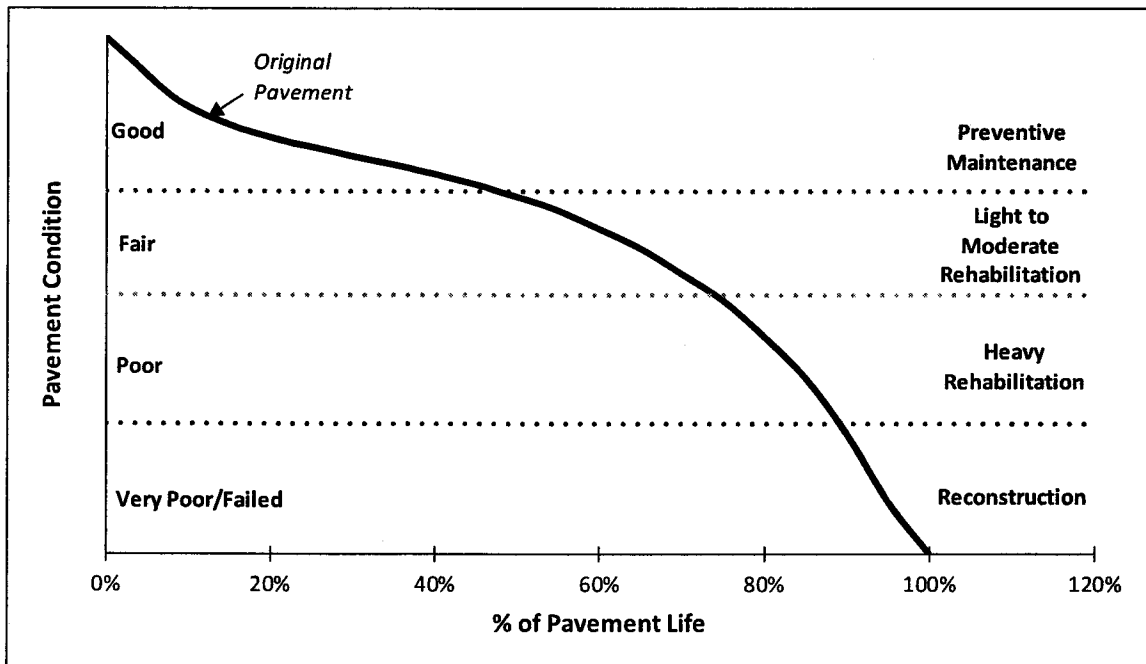


Figure 5. Example Trigger Values Separating Treatment Categories

Maintenance and Rehabilitation Decision Tree

Pavement sections are assigned specific M&R treatments based on condition category, functional classification, and pavement type. (Functional classification and pavement type are used as a surrogates for traffic and structural capacity, respectively.) Each M&R treatment has a user-defined, network-level cost associated with it, which is used to estimate funding needs and budget scenarios.

M&R decision trees are commonly used to describe the way M&R treatments and costs are determined for various roads and streets with each factor representing a branch level in the tree. Figure 6 shows an example M&R decision tree for arterial roads with surface type, condition category, maintenance and rehabilitation strategy, and estimated cost as the subsequent branches.

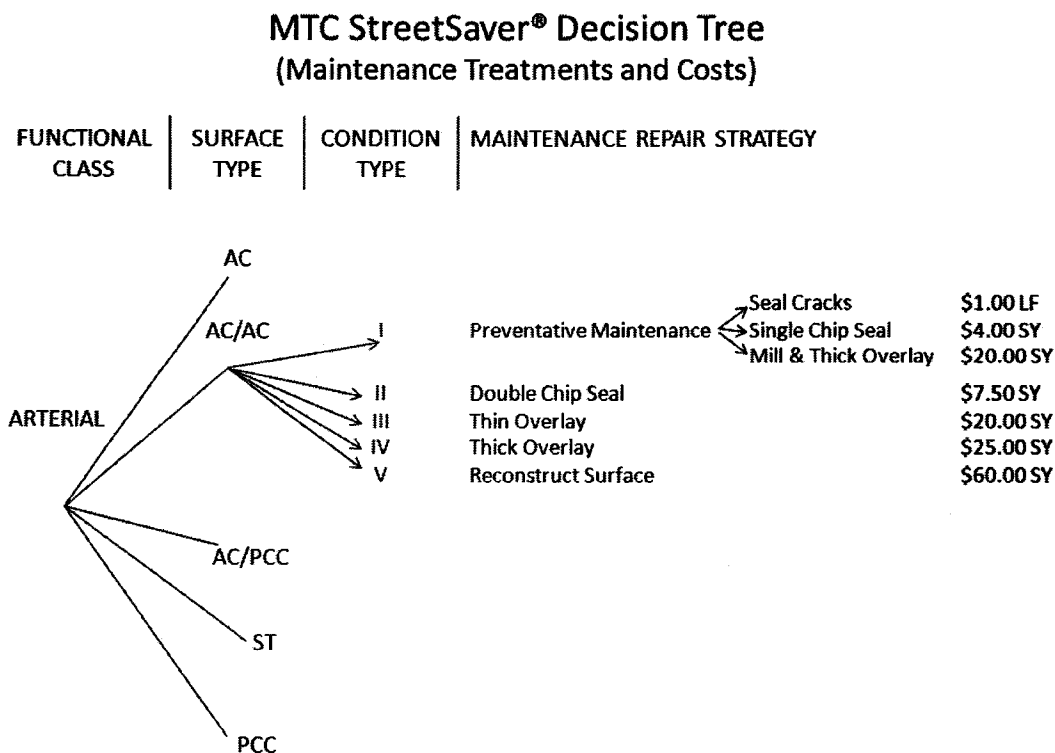


Figure 6. Example Portion of M&R Decision Tree

The treatment and cost identified for a given section are generally used for network-level budget planning rather than as actual treatments and costs for specific projects. In reality, some sections will require more, or less, money than estimated. Therefore, for a given section, a project-level analysis should be done to determine the best treatment based on condition, structural capacity, and other factors.

Budget Needs

The StreetSaver® **budget needs analysis** develops a list of sections needing M&R over the selected analysis period and estimates the funds needed to accomplish the required M&R. This analysis is unrestrained by the available budget and simply identifies M&R needs as if the budget is unlimited. The funding needs for all sections triggering M&R for each year of the analysis period are then summed to determine the annual budget needs.

When an agency has a considerable backlog of M&R needs, the first-year budget needs will include the bulk of the sections needing work. From a funding standpoint, this may appear unrealistic; however, the budget needs analysis is only the first step in planning and programming. The information from the budget needs analysis is generally best presented to management as the total five-year budget needs or the average budget needs per year over the five-year period. Few agencies will be able to meet the first-year budget needs as developed by the program.

The StreetSaver® budget needs analysis provides information on the condition of the network over the analysis period with and without M&R. Since the budget needs analysis assumes unlimited funds, the resulting pavement condition represents the upper limit that could be reached by the agency. Similarly, the resulting condition if no M&R is performed represents the lower pavement condition limit.

BUDGET SCENARIOS ANALYSES

Once the budget needs analysis is performed, the annual budget needs can be compared to the available budget. If available funds are less than those identified as needed for any of the years in the analysis period, the available funds must be allocated among the management sections. Generally, the goal is to provide the greatest overall return in network condition for the funds expended. StreetSaver® accomplishes this goal by prioritizing projects using a cost-effective ranking process.

Project Ranking

The longer a pavement section is in good condition, the greater the benefit is to users. This benefit can be approximated by the area under the PCI-time curve, as illustrated in Figure 7, and is called the effectiveness area. The **cost-effectiveness ratio** is the effectiveness area divided by the annualized costs per unit area. In general, projects with high cost-effectiveness ratios are prioritized, or ranked, over projects with low cost-effectiveness ratios.

The cost-effectiveness ratio is then weighted by functional classification such that arterial roads have a greater weight than collector roads, which have a greater weight than residential/local roads. This means that arterial roads are selected for M&R before collectors in the same condition, which are in turn selected for M&R before residential/local roads in the same condition.

This cost-effective ranking process selects pavement sections that will provide the greatest service for the least money and treats and repairs them first.

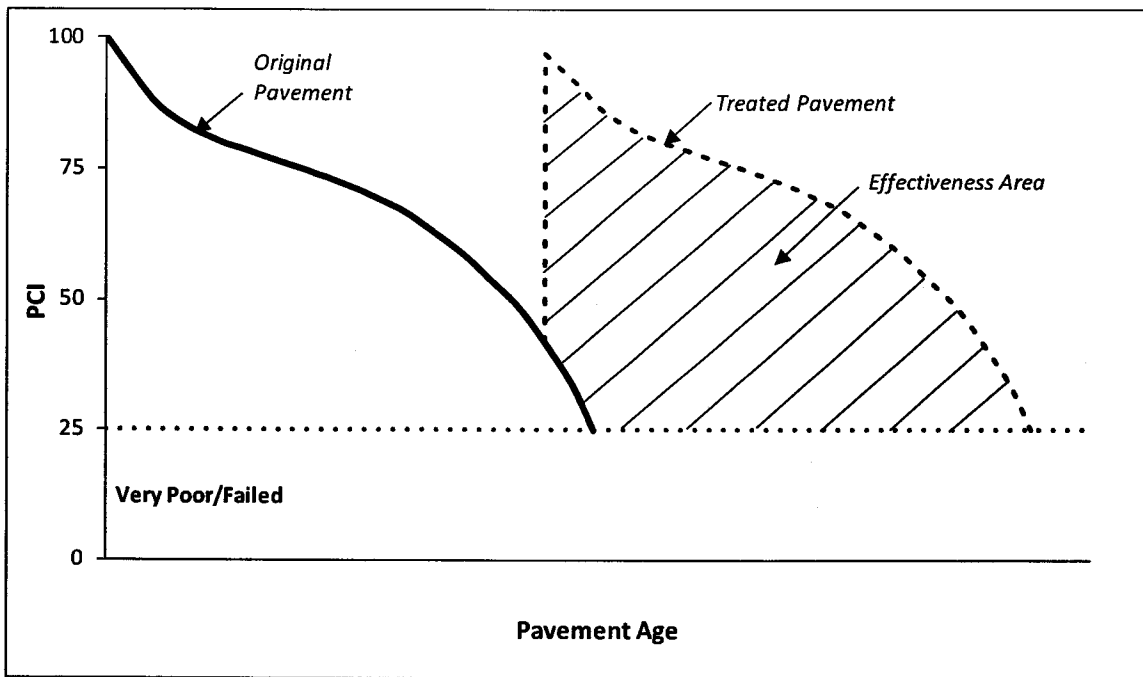


Figure 7. Illustration of Effectiveness Based on Condition-Time Curve

As part of this analysis, StreetSaver® provides a ranked list of candidate pavement sections based on this cost-effectiveness analysis and the calculations used to determine the ranking. It also includes the pavement section's condition both with and without the recommended M&R, the estimated costs, and a listing of sections not recommended for treatment.

Finalized Candidate Lists

The list of candidate sections, treatments, and estimated costs from the ranking analysis is typically subjected to further analysis and review, by both maintenance and engineering departments, before finalizing the list. Based on these reviews, additional pavement sections may be added to the candidate list, or candidate sections may be moved from one analysis year to another to coordinate proximate sections with similar treatments and capitalize on economy of scale during construction.

In addition, other factors not considered by StreetSaver® may have an impact on the final candidate list. For example, the network-level ranking analysis might indicate the rehabilitation of pavement section this year while major widening of the same section is planned to take place in five years. Therefore, rather than spend money on a major rehabilitation this year, a temporary fix may be proposed.

Impact of Available Budget

The goal of government agencies is to provide the greatest benefit to the public with the funds available. However, because funds are usually allocated by elected officials who are up for reelection every four years, funds are often used on less expensive, short-term solutions rather than more costly, long-term solutions – even if the long-term solutions are more cost-effective. Persuading a shift from short-term solutions to more long-term, cost-effective solutions often requires considerable justification. One of the best ways to justify this shift is to show the impact of various funding levels and strategies on the health of the network.

The health of the pavement network can be shown by projecting the average condition of the network over an analysis period for various levels of funding or strategies, e.g. higher and lower percentages of funds directed at preventive maintenance. Figure 8 shows how a network PCI can be affected by increasing or decreasing the current budget by different percentages.

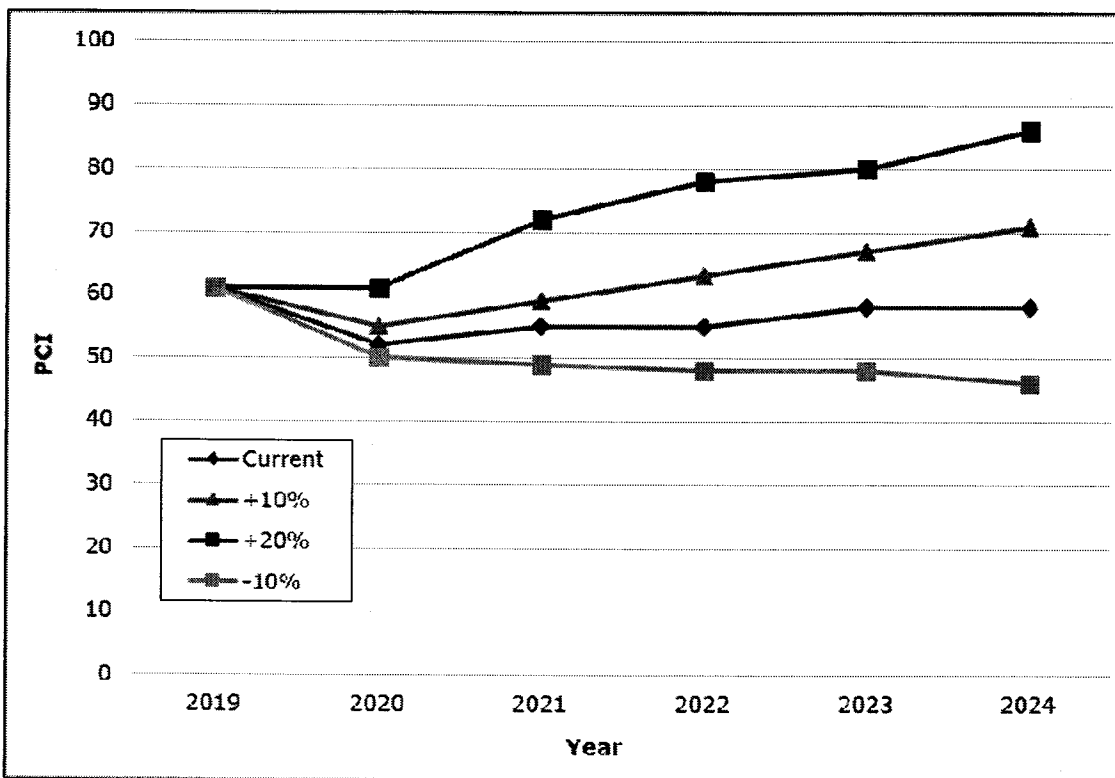


Figure 8. Impact of Funding Levels on Network Pavement Condition

Many elected officials who allocate funds may not understand if a change in the network pavement condition is significant. Since such decision makers generally think in financial terms, it is often best to describe the current quality of service being provided and discuss how changes in funding will increase or decrease the quality of service over time.

For example, Figure 9 demonstrates how the percent of pavements in an unacceptable condition, also known as backlogged, will change over the next five years by increasing or decreasing the current budget by different percentages. The backlog of needs can be considered the number or area of pavements that should have received M&R based on the budget needs analysis but were not funded because of insufficient funds.

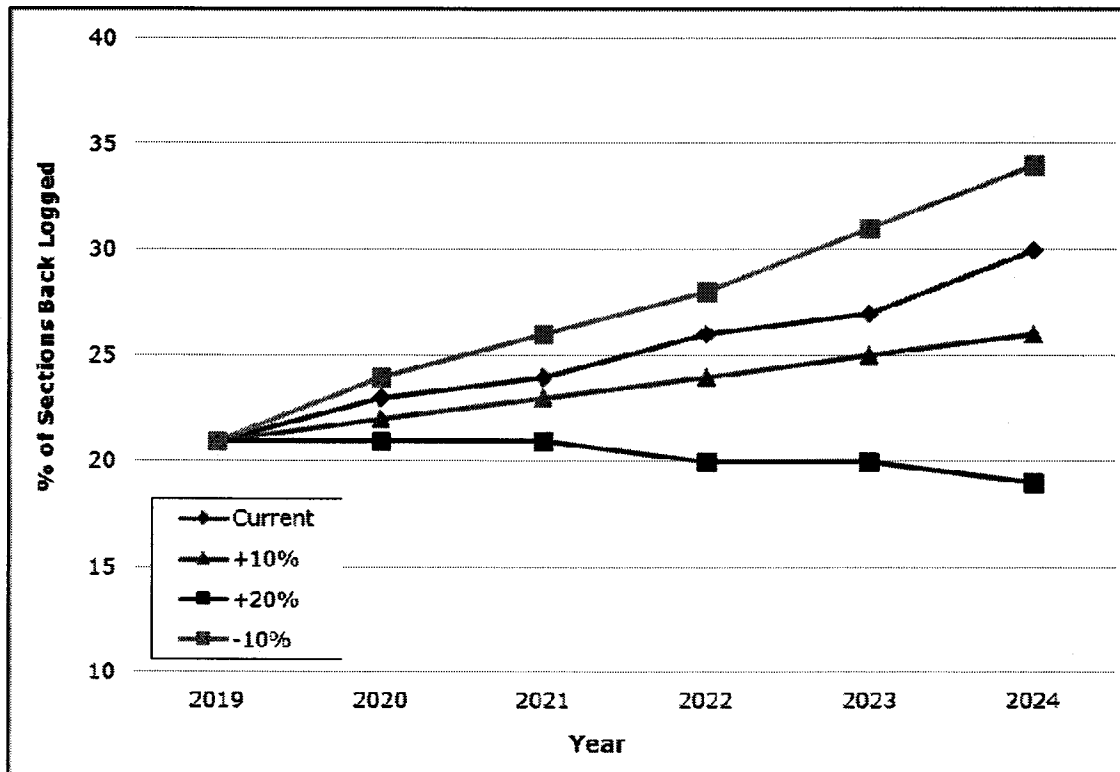


Figure 9. Impact of Funding Levels on Percent of Sections Backlogged

Similarly, Figure 10 demonstrates how the amount of deferred funding needs is influenced over the next five years by increasing or decreasing the current budget by different percentages. Deferred funding needs are the amount of funds that should have been spent on M&R based on the budget needs analysis but were not available.

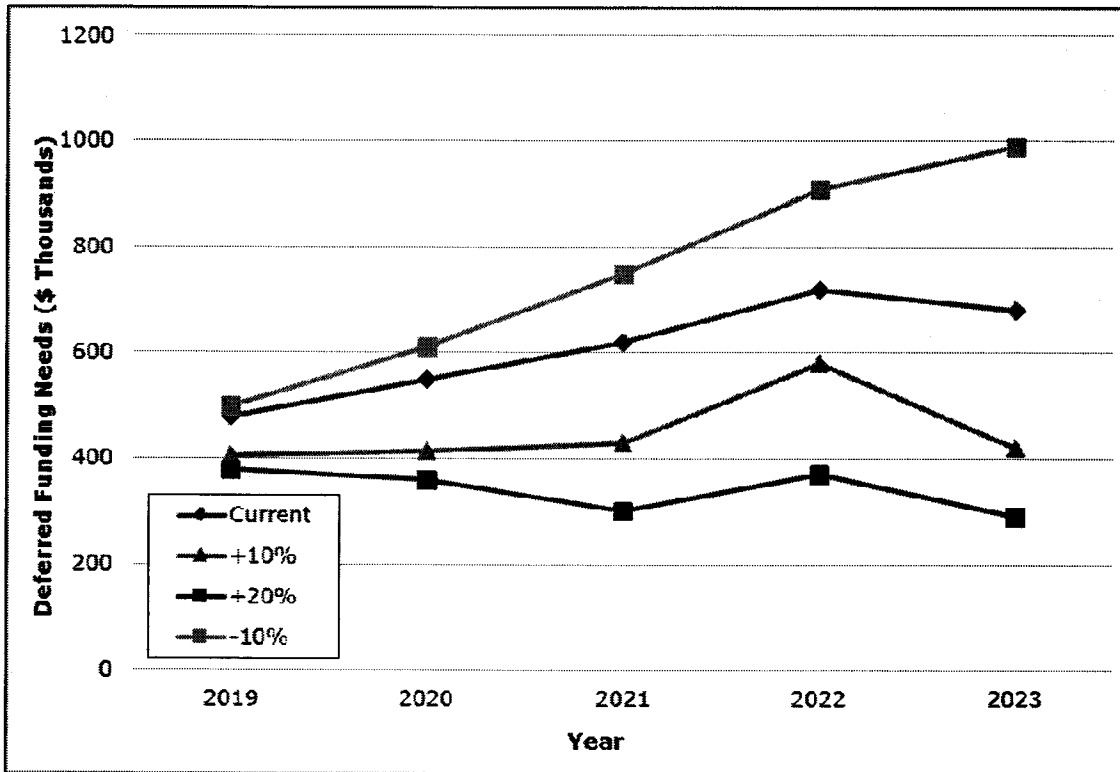


Figure 10. Impact of Funding Levels on Deferred Funding Needs

Figure 11 demonstrates how the amount of stop-gap funding needs are influenced by increasing or decreasing the current budget by different percentages. Stop-gap funding needs represent the funds required to perform additional maintenance generated by deferring M&R as determined in the budget needs analysis.

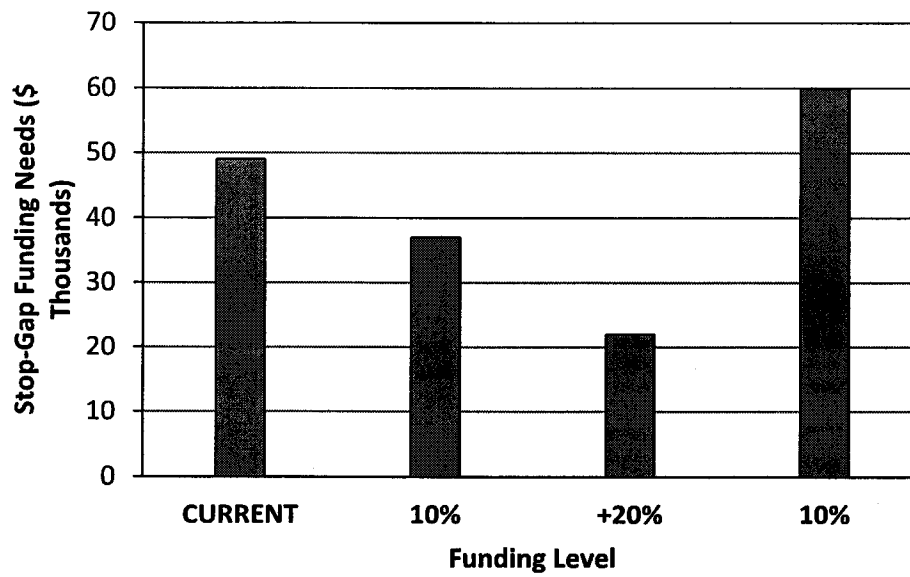
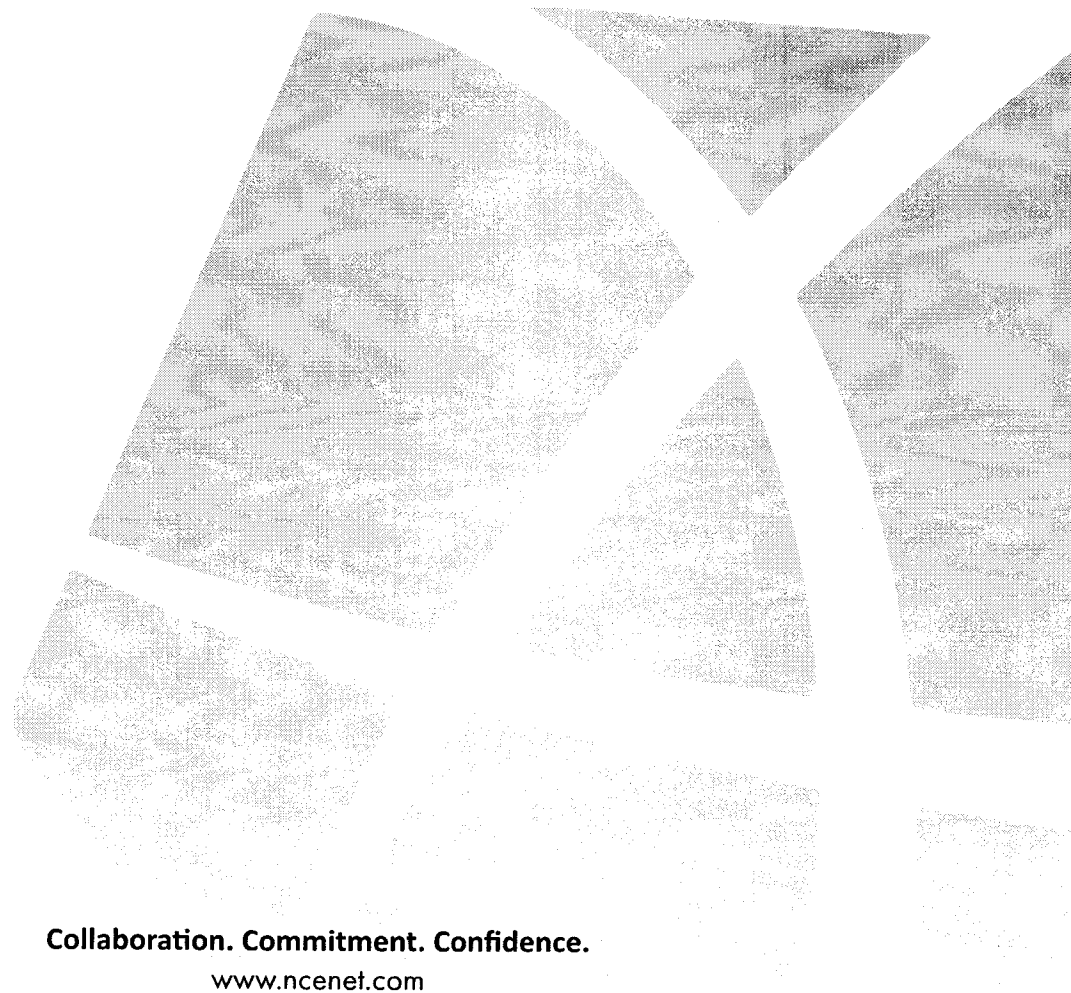


Figure 11. Impact of Funding Level on Stop-gap Funding Needs



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EXHIBIT B

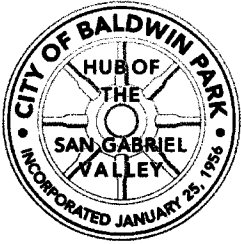
SCHEDULE OF COMPENSATION

Task Description	Hourly Breakdown by Personnel						Total Cost
	Project Mgr	QC/QA Mgr/PIC	Project Engr	Snr. Technician	Clerical	Marker Geospatial	
Task 1 - Project Initiation/Meet with City Staff	8	2	8				\$ 2,800
Task 2 - Comprehensive Analysis of StreetSaver or other Software	2	2	8				\$ 1,885
<i>StreetSaver Database setup, first year license, GIS upload, first year inspection</i>							
Task 3 - Updated Data/GIS	2		24				\$ 3,400
Task 4 - Pavement Management System Update, PCI Inventory/Inspection	2	2	2	40		\$ 14,076	\$ 20,310
Task 5 - Budgetary Analysis	10	2	48				\$ 7,910
Task 6 - Final Report and GIS Update	2	2	8		4		\$ 2,210
Task 7 - Staff Training	16				2		\$ 3,000
Totals	44	10	122	40	6	\$ 14,076	\$ 54,330

Assumptions

- Task 1 includes 5 meetings with City staff and 2 with City Council
- Task 2 assumes 2 weeks for communications and decision for software.
- Task 2 includes cost for **StreetSaver conversion, GIS upload, population of data from PAVER and first year license (2020-2021)**
- Task 4 includes calibration for semi-automated surveys and a 5% re-inspection for QC.
- Task 4 assumes 114 miles of streets to be surveyed.
- Task 5 include a meeting to discussion of M&R treatments and decision tree setup
- Task 6 includes a meeting to deliver project and present results. In addition, 3 hard copies of the report would be delivered.
- Task 7 includes two-four hour training classes

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
 FROM: Sam Gutierrez, Director of Public Works *SG*
 DATE: February 19, 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 systems.

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 Director of Public Works to approve Request for Services to Infrastructure Engineers (IE) in the amount of \$180,843 for construction management, inspection, fund administration and material testing; and
3. 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 to the General Fund. The following table lists the funds approved for the project which are listed in FY 2019-20 Capital Improvement Program (CIP) Budget as Project # 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 Approved Funding		\$1,984,500.00

Construction Contract	\$1,715,418.60
Construction Contingency (5%)	\$88,238.40
Construction Engineering and Federal Administration	\$180,843.00
Total Estimated Construction Cost	\$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 March 2020 and be completed by June 2020.

Additionally, the Request of Service by Infrastructure Engineers (IE) for construction engineering and federal contract administration indicated that they understood the City's needs and demonstrated a thorough understanding of the federal project compliance process, as well as, the importance of the project to the City. Infrastructure Engineers has extensive experience working with the City and have completed other construction administrative services contracts with federal funding compliance requirements in the past.

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

On December 18, 2016, the State of California Department of Transportation (Caltrans) Office of Environmental Engineering (OEE), Air Quality Branch (AQB) provided a project- level conformity determination for the Maine Avenue Complete Street Corridor Improvement Phase 1B Project. By Memorandum of Understanding effective June 7, 2007 (renewed April 18, 2019), authority and responsibility for reviewing and approving certain Categorical Exclusion (CE) determinations under the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq. (NEPA), including conformity determinations, was assigned to Caltrans. Based on its review, Caltrans found that the Maine Avenue Complete Street Corridor Improvement Phase 1B Project conforms to the applicable State Implementation Plan (SIP) in accordance with Section 176(c) of the Federal Clean Air Act and the provisions of 40 CFR Parts 51 and 93, and assigned a Categorical Exclusion determination in accordance with Title 23 USC 326.

LEGAL REVIEW

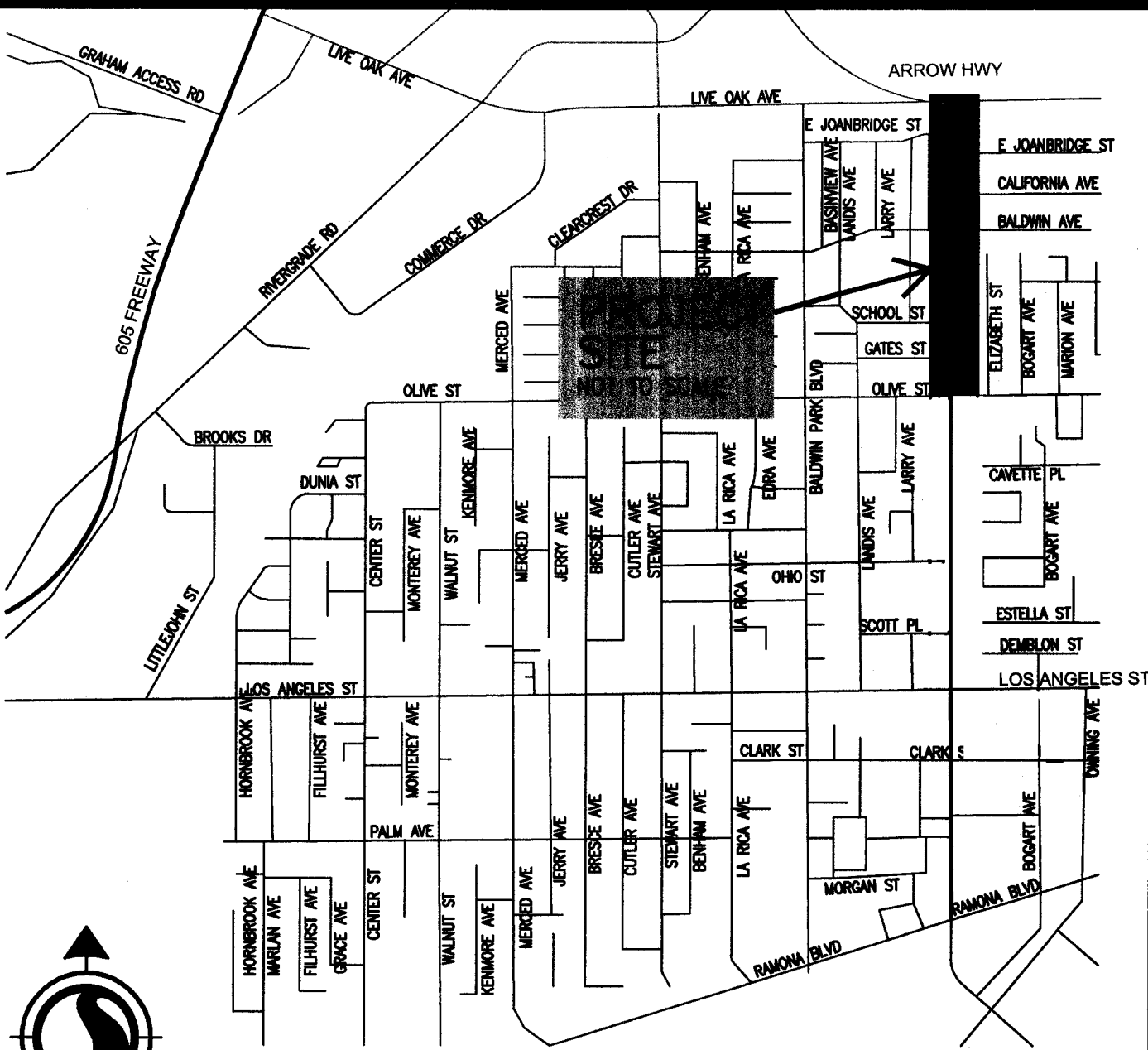
None Required

ATTACHMENTS

1. Location Map
2. Bid Results Summary

Attachment 1

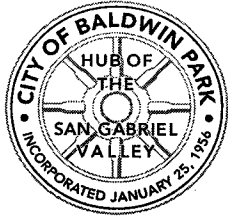
Location Map



LOCATION MAP

Attachment 2

Bid Results Summary



City of Baldwin Park

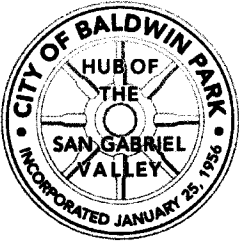
CIP 20-22, City Project No.15698

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		Los Angeles Engineerin, Inc. 633 N. Barranca Ave. Covina, CA 91723 License No.: 591176		Hardy & Harper, Inc. 32 Rancho Circle Lake Forest, CA 92630 License No.:215952A,C-8&C12	
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	\$ 273,000.00	\$ 273,000.00	\$ 153,303.30	\$ 153,303.30
2	Remove Existing Tree	EA	12	\$ 200.00	\$ 2,400.00	\$ 1,000.00	\$ 12,000.00	\$ 700.00	\$ 8,400.00
3	Remove and Construct 4" Thick Concrete Sidewalk	SF	11710	\$ 7.50	\$ 87,825.00	\$ 9.00	\$ 105,390.00	\$ 7.50	\$ 87,825.00
4	Remove and Construct 6" Concrete Driveway Approach	SF	5,210	\$ 8.00	\$ 41,680.00	\$ 10.00	\$ 52,100.00	\$ 11.60	\$ 60,436.00
5	Remove and Construct Concrete Curb Ramp	EA	16	\$ 3,500.00	\$ 56,000.00	\$ 3,200.00	\$ 51,200.00	\$ 4,000.00	\$ 64,000.00
6	Remove and Construct 6" Concrete Curb and/or 6" Curb and 18" Gutter	LF	2,720	\$ 60.00	\$ 163,200.00	\$ 47.00	\$ 127,840.00	\$ 54.00	\$ 146,880.00
7	Remove and Construct Concrete Cross Gutter and/or Spandrel	SF	1,980	\$ 11.00	\$ 21,780.00	\$ 15.00	\$ 29,700.00	\$ 20.60	\$ 40,788.00
8	Sawcut and Remove Existing AC Pavement, Base, and Subgrade	CY	860	\$ 30.00	\$ 25,800.00	\$ 85.00	\$ 73,100.00	\$ 110.00	\$ 94,600.00
9	Provide Traffic Signing, Striping, Markings, Curb Painting, and Signs	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 66,000.00	\$ 66,000.00	\$ 60,000.00	\$ 60,000.00
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	\$ 50,000.00	\$ 50,000.00	\$ 41,000.00	\$ 41,000.00
11	Traffic Signal System Upgrade for the Intersection of Maine Avenue and Arrow Highway	LS	1	\$ 61,908.00	\$ 61,908.00	\$ 58,000.00	\$ 58,000.00	\$ 48,000.00	\$ 48,000.00
12	Unclassified Excavation	CY	610	\$ 30.00	\$ 18,300.00	\$ 68.00	\$ 41,480.00	\$ 110.00	\$ 67,100.00
13	Cold Mill Existing Asphalt Concrete (AC) Pavement (1.5" Depth)	SF	187,990	\$ 0.30	\$ 56,397.00	\$ 0.24	\$ 45,117.60	\$ 0.23	\$ 43,237.70
14	Construct 1.5" Thick ARHM Overlay (C2-PG 64-16)	TON	1,710	\$ 85.00	\$ 145,350.00	\$ 115.00	\$ 196,650.00	\$ 98.00	\$ 167,580.00
15	Provide and Place Crushed Miscellaneous Base (CMB)	TON	250	\$ 17.00	\$ 4,250.00	\$ 80.00	\$ 20,000.00	\$ 62.00	\$ 15,500.00
16	Construct Concrete Curb Ramp	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 2,800.00	\$ 8,400.00	\$ 4,000.00	\$ 12,000.00
17	Sawcut and Remove Existing Concrete Driveway Approach	SF	790	\$ 4.00	\$ 3,160.00	\$ 3.00	\$ 2,370.00	\$ 4.00	\$ 3,160.00
18	Construct 4" Thick Concrete Sidewalk	SF	2,560	\$ 6.00	\$ 15,360.00	\$ 6.50	\$ 16,640.00	\$ 7.50	\$ 19,200.00

19	Landscape Planting	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 45.00	\$ 45.00
20	Irrigation System Domestic Water	LS	1	\$ 235,000.00	\$ 235,000.00	\$ 225,000.00	\$ 225,000.00	\$ 110,000.00	\$ 110,000.00
21	Construct Rain Garden	SF	2,090	\$ 17.00	\$ 35,530.00	\$ 65.00	\$ 135,850.00	\$ 13.00	\$ 27,170.00
22	Relocate Fire Hydrant Assembly	EA	5	\$ 19,500.00	\$ 97,500.00	\$ 21,000.00	\$ 105,000.00	\$ 16,000.00	\$ 80,000.00
23	Furnish and Install 8" D.I.P. Water Main, Class 350	LF	510	\$ 180.00	\$ 91,800.00	\$ 223.00	\$ 113,730.00	\$ 250.00	\$ 127,500.00
24	Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames and Covers to Finished Grade	EA	14	\$ 600.00	\$ 8,400.00	\$ 900.00	\$ 12,600.00	\$ 680.00	\$ 9,520.00
25	Provide Construction Survey	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 30,000.00	\$ 30,000.00	\$ 18,000.00	\$ 18,000.00
26	Construct 12" Rectangular Drain (Foundry Supplies)	LF	660	\$ 50.00	\$ 33,000.00	\$ 62.00	\$ 40,920.00	\$ 230.00	\$ 151,800.00
27	Install Solar Power Assembly with Push Button, Signs, RRFB, and Solar Panel	EA	4	\$ 11,740.80	\$ 46,963.20	\$ 11,000.00	\$ 44,000.00	\$ 11,500.00	\$ 46,000.00
28	Re-establish Survey Monuments and Centerline Ties	LS	1	\$ 8,600.00	\$ 8,600.00	\$ 3,800.00	\$ 3,800.00	\$ 3,500.00	\$ 3,500.00
29	Standard 180-Day Contractor's Maintenance Period	LS	1	\$ 30,137.00	\$ 30,137.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
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		\$ 2,034,887.60		\$ 1,750,045.00	

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works *SG*
DATE: February 19, 2020
SUBJECT: Adopt Resolution No. 2020-004, "Resolution of the City Council of the City of Baldwin Park, California, Authorizing Submittal of a Grant Application and Designating Signature Authority for the VW Zero-Emission Vehicle (ZEV) Investment Commitment Grant for Procurement of Electric-Powered Shuttles for the Dial-A-Ride Transit Program"

SUMMARY

This report is requesting City Council consideration and adoption of Resolution 2020-004, to submit a grant application for the VW Zero-Emission Vehicle (ZEV) Investment Grant for the purpose of procuring two electric-powered shuttles to replace aging Dial-A-Ride shuttles. The action will also approve administration of the grant and designate the Public Works Director as authorized signatory.

RECOMMENDATION

Staff recommends that the City Council:

- 1) Adopt Resolution No. 2020-004 "A Resolution of the City Council of the City of Baldwin Park, California, Authorizing Submittal of a Grant Application and Designating Signature Authority for the VW Zero-Emission Vehicle (ZEV) Investment Commitment Grant for Procurement of Electric-Powered Shuttles for the Dial-A-Ride Transit Program"; and
- 2) Authorize the Director of Public Works to administer the VW Zero Emission Vehicle Investment Grant.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The purchase of the EV Shuttles will be covered by the VW Zero-Emission Vehicle (ZEV) Investment Grant.

BACKGROUND

On January 24, 2016, the United States and the State of California filed a lawsuit against Volkswagen alleging it had manufactured diesel cars sold and operated in the U.S. beginning in 2009 with emission control systems intended to defeat emissions tests. These systems allowed vehicles to emit nitrogen oxide (NOx) pollution at levels that significantly exceeded the amounts allowed under the Clean Air Act. Volkswagen agreed to settle these allegations. The first partial settlement, regarding the installation and use of emissions test defeating devices in 2.0-liter diesel vehicles, was approved by a federal court in California on October 25, 2016. On December 20, 2016 an agreement was reached in a second partial settlement regarding the installation and use of emissions test defeating devices in 3.0-liter diesel vehicles. The overall settlement consists of three major parts:

1. **Buyback, Lease Termination, Vehicle Modification and Emissions Compliant Recall Program** – Volkswagen was required to earmark approximately \$11.2 billion (\$10.033 billion from the first 2.0-liter consent decree and \$1.2 billion from the second 3.0-liter consent decree) to buy back affected non-compliant vehicles, terminate leases early, or repair the vehicles by 2019 or 2020 make and model dependent.

2. **National Zero-Emission Vehicle (ZEV) Investment Plan** – Volkswagen was required to invest \$2 billion (\$800 million within California and \$1.2 billion outside of California) in four 30-month investment cycles over 10 years in ZEV infrastructure, access, and awareness initiatives. Trust Agreement outlines the settlement which is administered by Volkswagen as a subsidiary named Electrify America, the U.S. EPA and California. For each cycle, project proposals are submitted to Electrify America.
3. **Environmental Mitigation Trust** – Volkswagen is required to fund an Environmental Mitigation Trust in the amount of \$2.925 billion (\$2.7 billion from the first 2.0 L consent decree and \$225 million from the second 3.0 L consent decree) to be used to offset the lifetime excess air pollution emitted by the Volkswagen vehicles that violated the Clean Air Act.

The City will be taking benefit of Part 2 of the settlement under the ZEV Investment Commitment Grant which is administered by the California Air Recourses Board (CARB)

DISCUSSION

In December 2019 City Staff submitted a grant application as a response to a grants solicitation from the CARB to replace 2 aging Dial-A-Ride shuttle buses.

The City has been selected to submit further documentation including a Resolution assigning an agency “Authorized Individual” to submit an application and administer grant funds.

There is no requirement for matching funds. Staff has applied to purchase two electric shuttles at a cost of \$350,528. The special pricing is made available under a pre procured agreement under CAL-Act which is extended to agencies offering transit services to their residents. The shuttles that are available through Creative Bus Sales and qualify under CAL-Act are the StarCraft Allstar / Phoenix Electric Bus which can transport 12 ambulatory passengers and 2 wheelchair bound passengers.

ENVIRONMENTAL CONSIDERATIONS:

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 2020-004. This is not recommended as there is a need to replace Dial-A-Ride shuttle buses.
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

Resolution# 2020-004

Attachment 1
Resolution #2020-004

RESOLUTION NO. 2020-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING SUBMITTAL OF A GRANT APPLICATION AND DESIGNATING SIGNATURE AUTHORITY FOR THE VW ZERO-EMISSION VEHICLE (ZEV) INVESTMENT COMMITMENT GRANT FOR THE PROCUREMENT OF ELECTRIC-POWERED SHUTTLES FOR THE DIAL-A-RIDE TRANSIT PROGRAM

WHEREAS, Several Local, State and Federal programs allow public and non-profit transportation providers to apply for administration, capital, and operation assistance programs or grants; and,

WHEREAS, The City of Baldwin Park is enhancing transit mobility and access, easing traffic congestion, promoting sustainability through the initiation of an Electric Bus (E-bus) replacement program and is committed to the long-range goal of protecting the natural environment, increasing sustainability efforts, and improving overall quality of life; and,

WHEREAS, the City of Baldwin Park, Director of Public Works is the "Authorized Individual" to make application and administer the Volkswagen Environmental Mitigation Trust Funds and the overall preserve a safe, accessible and healthy transportation and pedestrian friendly environment within the City; and,

WHEREAS, a E-bus program would be established to inform the content of future transit operating requirements and program components; and,

WHEREAS, the City Council desires to adopt this Resolution to establish a E-bus program, allowing a bus procurement of two buses benefiting City residents; and,

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. All of the above statements are true.

SECTION 2. The City of Baldwin Park City Council hereby authorizes the Director of Public Works to make application for, to sign required assurances, and to administer the Volkswagen Environmental Mitigation Trust Funds with respect to applications for Local, State and Federal programs, projects or grants, on behalf of the City.

SECTION 3. 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 4. The City may at its discretion develop administrative regulations to implement this E-bus program, which may include joining Cal-ACT to take advantage of the bus procurement process and expedite bus acquisitions.

PASSED, APPROVED, AND ADOPTED this 19th day of February 2020.

MANUEL LOZANO
MAYOR

ATTEST:

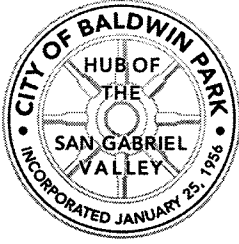
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK

} SS:

I, JEAN M. AYALA, City Clerk of the City of Baldwin Park do hereby certify that the foregoing Resolution No. 2020-004 was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on February 19, 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

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
 FROM: Manuel Carrillo Jr., Director of Recreation & Community Services
 DATE: February 19, 2020
 SUBJECT: Accept and Authorize the Filing of a Notice of Completion for CIP 20-156 & 20-173 - Replacement of Vinyl Floor, Carpet Tiles and Wall Carpet at the Esther Snyder Community Center

MC
 MY

SUMMARY

This report requests City Council consideration to accept the work completed for City Project No. 20-156 & 20-173 - Replacement of Vinyl Floor, Carpet Tiles and Wall Carpet at the Esther Snyder Community Center, close the contract, and authorize the filing of a Notice of Completion with the Los Angeles County Clerk.

RECOMMENDATION

Staff recommends that the City Council:

- 1) Accept the improvements by Shaw Integrated Solutions and authorize recordation of a Notice of Completion; and
- 2) Authorize the payment of \$2,519.09 in retention funds to Shaw Integrated Solutions upon the expiration of the 35-day notice period.

FISCAL IMPACT

There is no impact to the general fund. The project is funded using Quimby Act Funds, listed below is the expenditure summary breakdown including the retention as per CIP number.

CIP 20-156 Costs	Amount
Shaw Integrated Solutions	31,174.25
Swedlow's Distributors (Partitions)	18,001.27
<i>CIP Total Costs</i>	<i>49,175.52</i>
CIP 20-173 Costs	
Shaw Integrated Solutions	19,207.47
<i>CIP Total Costs</i>	<i>19,207.47</i>
Total Project Costs	\$68,382.99

BACKGROUND

At their City Council Meeting on December 4, 2019, the City executed an agreement with Shaw Integrated Solutions to remove and install vinyl floor, tile carpet and wall carpet at the Esther Snyder Community Center. The project included new commercial grade product. The project has been completed and has been accepted by Staff.

ALTERNATIVES

The alternative would be to not accept the completion of the improvements. This action is not recommended as it will delay payment of retention funds to Shaw Integrated Solutions.

LEGAL REVIEW

None is required.

ATTACHMENT

1. 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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

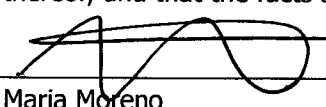
APN: N/A

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A certain work of improvement on the property hereinafter described and known as: Project No. 20-156 & 20-173
Replace Vinyl Floor, Tile Carpet and Wall Carpet at the Esther Snyder Community Center for the City of
Baldwin Park was ACCEPTED by the City Council on February 19, 2020.
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
5. A work of improvement on the property hereinafter described was COMPLETED on December 16, 2019
6. The work of improvement completed is described as follows: Replace Vinyl Floor, Carpet and Wall Carpet
7. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Shaw Integrated Solutions
8. The street address of said property is Esther Snyder Community Center, 4100 Baldwin Park Blvd.,
Baldwin Park, CA 91706

The undersigned, being duly sworn Operations Supervisor 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.

By: 

Maria Moreno

Operations Supervisor

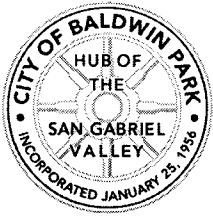
Date: 2/19/2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date

Signature

Place of Execution

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Manuel Carrillo Jr., Director of Recreation & Community Services
DATE: February 19, 2020
SUBJECT: Authorization to Advertise the Request for Proposals for Professional Pyrotechnic Services Related to the 4th of July Fireworks Spectacular

SUMMARY

The purpose of this report is to seek authorization from the City Council to advertise for Request for Proposals (RFP) for professional pyrotechnic services related to the 4th of July Fireworks Spectacular.

RECOMMENDATION

Staff recommends that the City Council:

- 1) Authorize the advertisement of the Request for Proposal (RFP) for professional pyrotechnic services related to the 4th of July Fireworks Spectacular.

FISCAL IMPACT

The funding source can be determined during the new fiscal year budget at a later date. The proposals shall not exceed \$20,000 for Pyrotechnic Services.

BACKGROUND

The City of Baldwin Park (City) and Baldwin Park Unified School District (District) is partnering to conduct the annual 4th of July Fireworks show as part of its 4th of July Fireworks Spectacular event. The Department of Recreation and Community Services is seeking a professional pyrotechnic company to perform a 4th of July Spectacular Pyrotechnic Show. The proposals will include an 18-minute custom designed, synchronized and choreographed sky concert. The show will be electronically fired and include musical and narrative scores, a show director and will have a minimum of 2,000-fired pieces. The proposals will include all the necessary permits, insurances, licensed pyrotechnic, and sand free firing racks.

In an attempt to increase the potential vendor pool, phone calls will be made to encourage vendors to participate, as well as letters will be mailed, emailed and faxed to professional pyrotechnic companies. Proposals will be due to the Department of Recreation & Community Services by March 26, 2020. Vendors must meet all the requirements set forth by the City, county, state and federal guidelines. The pyrotechnic show will be conducted at Baldwin Park Unified School District Campus, at Sierra Vista High School Athletic Field. The 4th of July Spectacular event attracts over 6,000 spectators and is viewed as the official summer kick-off in the community.

ALTERNATIVES

The City Council may elect not to host the event.

LEGAL REVIEW

The City Attorney has reviewed the Request for Proposal and approved it as to form.

ATTACHMENTS

Request for Proposals (RFP)

Attachment 1

Request for Proposals (RFP)

**CITY OF BALDWIN PARK
4TH OF JULY SPECTACULAR 2020
REQUEST FOR PROPOSALS (RFP)**

The City of Baldwin Park (City) and Baldwin Park Unified School District (District) conducts an annual 4th of July Fireworks show (Show) as part of its 4th of July Spectacular. The Show is held at the Baldwin Park Unified School District, Sierra Vista High School Campus is used throughout the 4th of July Spectacular for various other activities and entertainment.

The City wishes to enter into a one-year contract for a professional show with at least the following pyrotechnic displays:

The show must be at least approximately 18 minutes in length without breaks with appropriate patriotic music accompaniment. The contractor will not be responsible for the sound system although must provide the audible portion of the show.

FIREWORKS SPECIFICATIONS:

Base Bid

1. Duration of display - 18-minute minimum.
2. Show will have a minimum of 2,000-fired pieces.
3. Fireworks Bid not to exceed \$20,000.
4. Fireworks ignition – electronic.
5. \$5,000,000 single limit liability insurance naming the City of Baldwin Park, Baldwin Park Unified School District, Sierra Vista High School, Los Angeles County Fire Department, and each of their officers, agents, employees and volunteers additional insured.
6. Maximum shell size: 3".
7. Sand free firing racks.
8. No ground set pieces.
9. Music and voice narration CD provided.
10. Fall out zone to comply with National Fire Protection Association Code 1123, Los Angeles County Fire Department and any other government agencies.

DELIVERABLES:

Base Bid

1. Vendor and fireworks must arrive no later than 9:00 am, July 4, 2020 at Sierra Vista High School, 3600 Frazier Street, Baldwin Park, CA 91706. Fireworks show to start at 9:00 pm sharp.
2. Vendor must provide all safety equipment for themselves and their crew. (Ear plugs, hard hats, eye protection, gloves, long sleeve protective clothing, etc.).
3. Vendor must provide all supplies needed for set-up and show which include but are not limited to: hammers, racks, fuses, fire extinguishers, and anything needed to provide a successful show.

PERMITS:

1. Vendor MUST obtain any and all permits or licenses required by law. Cost must be included in bid.
2. Vendor must obtain a business license permit from the City of Baldwin Park. The business license permit can be purchased at:

**City of Baldwin Park
City Hall – 2nd Floor
14403 E. Pacific Avenue
Baldwin Park, CA 91706
Business Hours –
Monday - Thursday 7:30 am to 6:00 pm
Phone- (626) 960-4011 Extension, 214**

3. Vendor MUST abide by all rules and regulations imposed by law including National Fire Protection Association Code 1123 and California Code of Regulations, Title 19, Chapter 6 and the California Health & Safety Code 12500-12726.

Please note the vendor will be responsible for all permit fees required by Los Angeles County Fire Department and any other Government Agencies. The City is to be informed of any additional fees.

MEETINGS:

1. PRIOR to award of contact, a representative must meet with City for a site inspection.
2. Meet with the City a minimum of two times prior to the event. Pyrotechnic shooter must be present to review site with City representatives one of these times.

INSURANCE:

1. Provide insurance from a company authorized to do business in the State of California.
2. Must agree to hold harmless, indemnify and defend the City of Baldwin Park, Baldwin Park Unified School District, Sierra Vista High School, Los Angeles County Fire Department, and each of their officers, agents, employees and volunteers and as additionally insured.
3. Vendor shall obtain at its sole cost and file with the City of Baldwin Park, City Clerk's Office, a policy or policies of insurance or a certificate of insurance and Vendor must obtain a business license permit from the City of Baldwin Park:
 - a. Naming the City of Baldwin Park, Baldwin Park Unified School District, Sierra Vista High School, Los Angeles County Fire Department, its officers, agents, employees and volunteers and as additionally insured.
 - b. Provide that said policy or policies shall contain a clear cancellation and/or reschedule provision, as to the City's options in case of inclement weather or severe wind.
 - c. Each policy of insurance must be issued by an insurance company, which is authorized to do business in the State of California.
 - d. Insurance with the following limits.

- (1) Workers Compensation: Before beginning work, vendor shall supply proof of full workers compensation insurance for all persons to be employed directly in carrying out the work as specified in accordance with the laws of the State of California.
- (2) Comprehensive General Liability: (Bodily Injury and Property Damage) which shall include limits of at least \$5 million single limit.

PAYMENT:

50% to be due June 12, 2020 and balance due on July 10, 2020.

PROPOSALS:

Proposals must be submitted as follows:

1. Description of the proposed show indicating size and type of devise planned.
2. Contractor qualifications including required licenses (and expiration date) and references of other local municipalities served (minimum of three).
3. Proposed staffing with descriptions of experience and qualifications with **Name and Contact numbers.**
4. Proof of insurance or insurability.
5. Assurances that the proposal will comply with each of the requirements.
6. Quote for year, if the City chooses to extend the contract for one year.
7. Assurances as to quality of show and customer satisfaction.

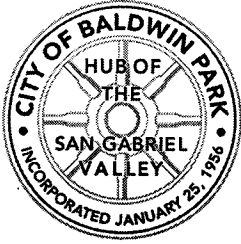
Please submit (2) two copies of your proposals by Thursday, March 19, 2020 at 10:00 am to:

**City of Baldwin Park
Department of Recreation & Community Services
4100 Baldwin Park Blvd.
Baldwin Park, CA 91706
Attention: Manuel Carrillo Jr.**

Proposals will be opened in public at the above address on Thursday, March 19, 2020 at 10:00 am. Proposals will be evaluated first on compliance with the requirements established in this request for proposal, safety record, training, and price.

The City of Baldwin Park reserves the right to reject any and all bids for any reason.

Any questions regarding this request for proposals, please contact Manuel Carrillo Jr., Director of Recreation & Community Services, at (626) 813-5245, Ext. 314 or electronically at Mcarriilo@baldwinpark.com.

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Manuel Carrillo Jr., Director of Recreation & Community Services MC
DATE: February 19, 2020 MY
SUBJECT: Award an Agreement to Cintas Corporation No. 2 for Citywide Automated External Defibrillator Service

SUMMARY

This report requests City Council consideration to award an Agreement to Cintas Corporation No. 2 for citywide automated external defibrillator (AED) Service.

RECOMMENDATION

Staff recommends that the City Council:

- 1) Award an Agreement to Cintas Corporation No. 2; and
- 2) Authorize Chief Executive Officer to execute Agreement.

FISCAL IMPACT

Approved in FY 19/20 Budget includes a line item allocation of \$13,272 for citywide AED's. The proposed Agreement is a 36 month term for a total of fourteen (14) units at \$82.00 a month per unit. The annual cost of the agreement is \$13,776; over the term of the agreement the total cost is \$41,328. Since the proposed agreement is for remainder five (5) months of the fiscal year, there will be a cost savings of \$7,532. There is no impact to the general fund at this time.

BACKGROUND

The city has an inventory of fourteen (14) Reviver AED's throughout various city facilities purchased approximately eight (8) years ago. Currently the city does not have a service contract for the existing AED's, thus they are not being serviced, which creates a liability for the city. The life expectancy of the machines is for approximately eight (8) years, which most are close to expiring within the next few months. After researching there are two options that were considered.

Option One

Purchase fourteen (14) Zoll AED's, a one-time start-up total of \$32,359.30. This option does not include other associated costs such as monthly monitoring, replacement of pads, prescription, and software updates. This option would require an additional cost of approximately \$17,000 every two (2) years for the cost mentioned above. This option allows securing a monthly maintenance service plan for \$75 a month per unit to monitor and ensure units are up to date.

Option Two

Lease fourteen (14) Zoll AED's with no out of pocket start-up costs only the monthly fee. The costs to lease are \$82 per unit for a monthly total of \$1,148 an annual cost of \$13,776 for a three (3) year lease agreement. The City has a 30 day notice to opt out of the lease at the anniversary date of the agreement. The lease program includes installation of a wall cabinet, any software upgrades, monthly monitoring, ensuring units are working, pad replacement and medical prescription. In addition, the city may receive a trade in credit of \$50 per unit for the fourteen (14) city own units for a total credit of \$700.

Based on the above comparison, staff recommends leasing is the better cost savings option.

ALTERNATIVES

The alternative would be not to lease. This action is not recommended as the city would not be in compliance with the AED units.

LEGAL REVIEW

None is required.

ATTACHMENT

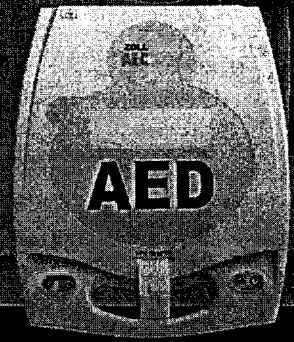
1. Service Agreements

Attachment 1

Service Agreements

ZOLL® AED PLUS

Service Agreement



CUSTOMER INFORMATION

Company Name ("Customer"): City of Baldwin Park

Date: 02/05/2020

Service Agreement Start Date:

Email:

Billing Address: 13135 Garvey Avenue

City: Baldwin Park

State: CA

Zip: 91706

Phone:

Fax:

ZOLL® AED PLUS INFORMATION

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas"), will provide the Customer with the following Automatic External Defibrillator units ("Units") at the prices and conditions described in this Agreement.

DESCRIPTION	# OF UNITS	PAYMENT/UNIT	TOTAL PAYMENT
☒ ZOLL® AED PLUS	1	x \$82.00	= \$82.00 /month
☐ AHA HEARTSAVER™ FA/CPR/AED*		x	=

The discounted price is a one-time offer and is valid only at the time of signing of this agreement.

Service Agreement Term: Service Agreement is Thirty Six (36) months from the AED(s) delivery date as stated on the first invoice (the "Initial Term"). Agreement will automatically renew after the Initial Term for (12) months (each a "Renewal Term") at the current monthly rate per AED. This auto renewal will continue every (12) months until customer provides Cintas with a (30) day advance written notification of cancellation of AED Service Agreement. The renewal provides all the benefits outlined in the initial term of the agreement. Fee includes Medical Direction, Pads/Battery Replacement as needed, software updates, (1) AED Wall Cabinet or Grab & Run Bag per device upon installation, on-site AED training with purchase of FA/CPR class, Future Model Upgrade Options, routine on-site service checks, Cintas support after use and an annual seat at an open enrollment AED training class held at participating Cintas locations* or one online AED training key. Notwithstanding anything to the contrary contained herein there will be a minimum term of thirty-six (36) months ("Minimum Term") for any individual Customer location or additional units added during the Initial Term or Renewal Term.

Service Guarantee: Company Guarantees to deliver quality AED Service Agreement program at all times. Any complaints about the quality of the service should be directed in writing to the General Manager. If complaints remain unresolved after a reasonable period of time, customer may terminate this agreement provided AED(s) are returned in good working order, or purchased at replacement cost.

Cancellation:

During Initial Term - Customer can cancel anytime with a (30) day advance written notification. Customer then owes all remaining Service Agreement payments to current agreement term end date. All AED(s) currently under agreement would then be returned to Cintas or purchased for an additional \$399 dollars per AED. For any AED(s) added during the Initial Term or any Renewal Term, Customer will owe all remaining Service Agreement payments for the number of months remaining in the unexpired Minimum Term.

Anytime During Renewal Term - Customer can cancel anytime with a (30) day advance written notification. Customer will owe a cancellation fee of \$150 dollars per AED under Service Agreement. AED(s) will be returned to Cintas or purchased for \$399 dollars per AED. The \$150 dollar per AED cancellation fee can be applied to the purchase price of the AED of (\$399) per AED.

New AED Model Upgrades:

If Cintas adds a new AED model to the product line, customer can upgrade to new unit anytime after the first (36) months of their current agreement with no penalty or cancellation charges. Customer can choose to purchase the new unit at current price, or sign a new service agreement for the new device. All AED(s) under agreement would have to be returned to Cintas or purchased for \$399 dollars.

☐ I have read and agree to the terms and conditions in this Agreement, including those printed on the back of this page.

Customer Representative's Signature:

Date:

Customer Representative's Name: Shannon Yauchzee

Title: CEO

Accepted By Name:

Signature:

Approved By Name:

Signature:

Loc.#

Terms

- A. With the exception of non-transferable components such as replacement pads and batteries, which are the property of the Customer, Units remain the property of Cintas. The AED Unit description is further defined as the AED, one (1) standard battery, one (1) standard pad set, one (1) quick use card and user manual. Additional batteries and pads, data recording card, carrying case, and other accessories are not included and may be purchased separately. Customer agrees that the service on the Units shall be done exclusively by Cintas, unless Cintas agrees in writing to an alternate source to perform these services.
- B. Customer agrees to protect Units from abuse and to return the Units to Cintas in good working and physical condition, reasonable wear and tear accepted, within five business days of the termination of this Agreement. In the event a Unit is lost, stolen, or damaged beyond repair, Cintas will provide a replacement unit. Customer agrees to pay replacement cost of (\$1995) upon receipt of invoice. This payment will not release Service Customer of its obligations under the terms and conditions of this Agreement. This Agreement is non-cancelable except as provided herein.
- C. The Units, replacement pads and batteries are susceptible to damage caused by extreme temperatures, impacts, and other factors, and it is up to the Customer to periodically check the Units for functionality. Additional and replacement components are available from Cintas at then-current list prices.
- D. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY TRAINING SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM THE TRAINING SERVICES OR THE INFORMATION PROVIDED IN CONNECTION WITH THE TRAINING SERVICES. CINTAS WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE PERFORMANCE BY CINTAS OF ITS TRAINING SERVICES HEREUNDER OR IN CONNECTION WITH ANY OF THE SERVICES OFFERED.
- E. Customer is responsible for choosing the type and placement of the AEDs. This Agreement, and any attached exhibits, schedules or other documents, contain the entire agreement between Cintas and the Customer and may not be changed, modified, terminated or discharged except in a written agreement executed by both parties. In the event of any inconsistency between the terms and conditions contained herein and the terms and conditions contained in any document attached hereto, the terms and conditions contained herein shall govern and control.
- F. Customer is aware that any use of Units which is inconsistent with manufacturer's recommendations or FDA regulations could pose a threat to the well-being of its employees and others who might use the Units or have the Units used on them.
- G. Customer will make Cintas aware of any faults, alarms, or indications that the AED is not functioning properly.
- H. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CINTAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. CUSTOMER AGREES TO ASSUME ALL RISK OF LOSS IN CONNECTION WITH THE USE OF THE UNITS AND TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CINTAS, ITS SUBSIDIARIES AND AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "CINTAS PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES), LOSSES, DAMAGES, DEMANDS, FINES AND CAUSES OF ACTION CAUSED BY, ARISING OUT OF OR RELATED TO THE USE OF THE UNITS, THE FAILURE OF THE UNITS TO FUNCTION PROPERLY, THE FAILURE OF ANY PERSON TO PROPERLY USE ANY UNIT, THE LOCATION OF ANY UNIT, ANY ALLEGATION THAT THE NUMBER OF UNITS ORDERED HEREUNDER IS INSUFFICIENT, OR THE ACTUAL OR ALLEGED ACTS OR OMISSIONS OF CINTAS, WHETHER OR NOT THOSE ACTS OR OMISSIONS ARE JOINT OR CONCURRENT WITH ANY OTHER PARTY; PROVIDED, HOWEVER, THAT CUSTOMER'S OBLIGATIONS HEREUNDER SHALL NOT APPLY TO ANY CLAIM, LIABILITY, EXPENSE, LOSS, DAMAGE, DEMAND, FINE OR CAUSE OF ACTION ESTABLISHED TO BE THE RESULT OF THE SOLE NEGLIGENCE OF CINTAS. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.
- I. This Agreement shall be governed by the laws of the state of Ohio and is binding upon Cintas and Customer, their respective legal representatives, successors and permitted assigns. Cintas may assign this Agreement to any subsidiary of Cintas Corporation without Customer's consent. Any assignment by Customer shall require Cintas' written consent.
- J. If any provision of this Agreement is determined to be void, illegal or unenforceable for any reason, the unenforceable provision shall be deemed to be rewritten to the extent it would be enforceable consistent with the parties' intent, if possible, and all other provisions, covenants, exhibits and schedules of the Agreement shall remain in full force and effect.
- K. FDA regulations require the tracking of the physical location of Units. Customer agrees to promptly notify Cintas of the new locations if and when Units are moved.
- L. Cintas will provide service and maintenance for the Units. This includes regular service checks. Customer is required to schedule service visits by Cintas at six (6) month intervals to verify working order, mechanical fitness, and compliance with governmental regulations. Should Units require any repairs or maintenance not as a result of mishap or misuse by Customer, Cintas, at its sole discretion, shall either provide Customer with a replacement Unit or perform the appropriate maintenance at no charge to the Customer. If Cintas, at its sole discretion, determines that the necessary repairs were not caused by normal wear and tear, Customer may be charged for the time, materials, and shipping involved in the repair of said Units. Replacement pads and other non-transferable components are excluded from this repair and maintenance policy.
- M. If Customer's Unit is located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to send Customer written reminders to perform their own inspections on the Units. Customer acknowledges this process and accepts all responsibility for performing the inspections themselves. If Customer detects a problem or has a concern about their Unit they should contact Cintas during normal business hours. Cintas will respond to Customer by the first business day following notice of the problem or concern.
- N. If the Units in need of repair are located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to ship replacement Units to the Customer on an even exchange basis, in lieu of on-site pick-up for service. In this situation and upon receipt of the replacement Units, Customer will return to Cintas the old Units, prepaid and with reasonable care taken to protect Units during transit.
- O. Replacement pads, Medical Direction, 1 free wall cabinet or grab and run bag, software updates, and AED Batteries are covered at no cost thru the Service Agreement payments. AED Training will also be provided for free when FA/CPR class is purchased from Cintas.
- P. Other non-transferable components are available for purchase from Cintas at then-current prices.
- Q. Should Units require repairs as a result of accident, negligence, fire, flood, Customer's misuse, Act of God, or cause other than normal wear and tear, Cintas will arrange for the damaged Unit to be repaired by the equipment manufacturer. Customer agrees to pay for time, material and shipping charges, not to exceed the then-current total replacement cost of a Unit. While the Unit is being repaired, Cintas will provide Customer with a replacement Unit at no charge.
- R. Cintas has the right to recover the units if terms of this agreement are breached or monthly payment becomes substantially past due. Customer will then owe all remaining Service payments to Service end date per the cancellation terms.

LifeREADY 360™

Program Agreement

CUSTOMER INFORMATION

Company Name: CITY OF BALDWIN PARK

Contact: ARMANDO NAVA

Email: ANAVA@BALDWINPARK.COM

Service Address: 14403 PACIFIC AVE.

City: BALDWIN PARK

(Where the AEDs will be installed)

State: CA

Zip: 91706

Phone: _____

Fax: _____

National Account (check one): ☐ No ☐ Voluntary ☐ Mandatory

ZNAT: _____

AED INFORMATION*

NOTE: If the AED units will be placed in a different address/building from above, or if more than 5 AED units, please use Exhibit F FAS-8724

LOC
1

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model: _____

Serial #: _____

Pads X Date: _____

Battery X Date: _____

LOC
2

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model: _____

Serial #: _____

Pads X Date: _____

Battery X Date: _____

LOC
3

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model: _____

Serial #: _____

Pads X Date: _____

Battery X Date: _____

LOC
4

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model: _____

Serial #: _____

Pads X Date: _____

Battery X Date: _____

LOC
5

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model: _____

Serial #: _____

Pads X Date: _____

Battery X Date: _____

LifeREADY 360™ AED PROGRAM MANAGEMENT

Choose from the following options:

1
YEAR

☐ **1 YEAR @ \$175**
#99949

3
YEAR

☒ **3 YEAR @ \$450****
#99984

Add-on to an existing program?

☐ **YES**

☐ **NO**

Customer Rep. Signature: _____

Date: _____

Print Name: Shannon Yauchzee

Title: CEO

Agreement

This Program Management Services Agreement ("Agreement") is made as of the "effective date" as stated on the front, by and between StatPADS LLC ("StatPADS") and the customer signing on the front ("Customer"). In consideration of the mutual promises and undertakings of the parties, and for other good and valuable consideration, the receipt of which is hereby acknowledged, StatPADS and Customer agree as follows:

1. **ENGAGEMENT.** Customer engages Program Management services from StatPADS for Customer's automated external defibrillator devices (AEDs). The locations of Customer's AEDs are set forth on a Program Management Order Form signed by Customer and submitted to Cintas, and attached hereto. For all purposes of this Agreement, and notwithstanding any provision of this Agreement to the contrary, StatPADS is an independent contractor and is not an employee, partner, joint venture, or agent of Customer. Customer shall make no representation that StatPADS is an employee or agent of Customer.
2. **TERM.** This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with this Agreement for a term as shown on the order ("Term"). With respect to each particular Customer site, the Term shall be renewed on the applicable anniversary of the date of the then current Term ("Renewal Term(s)").
3. **PAYMENT.** For the initial Term of Program Management, Customer shall pay in accordance with the terms of the invoice for the initial AED purchase. Payment with respect to Renewal Terms shall be as invoiced. All invoices shall be paid by Customer within thirty (30) days after receipt of such invoice.
4. **STATPADS OBLIGATIONS.** StatPADS shall provide the Program Management services set forth herein (collectively, "Services"). The parties hereto acknowledge and agree that the services set forth the definitive list of all Services to be provided by StatPADS to Customer. CUSTOMER'S USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. THE SERVICES ARE PROVIDED WITH ALL FAULTS ON AN "AS IS" AND "AS AVAILABLE" BASIS. STATPADS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING. IN NO EVENT SHALL STATPADS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE AGREEMENT HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF STATPADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CUSTOMER.
5. **CUSTOMER OBLIGATIONS.** Customer shall:
 - A. Execute and submit to StatPADS Program Management Order Forms for all AEDs Customer covers under this Agreement.
 - B. Use StatPADS's AED compliance tracking system (aka "LifeREADY 360").
 - C. Notify LifeREADY 360 at 833.507.6877 within 24 hours upon Customer's use of an AED keep accurate and complete records of the Event in accordance with any reasonable requirements.
 - D. Require and ensure that each authorized AED user has completed a nationally recognized CPR/AED training course as required by law.
 - E. Refrain from using any AED for any purpose other than training until Customer has received a Certificate of Medical Authorization with respect to that AED.
 - F. Use AEDs and/or other medical equipment or supplies in accordance with the reasonable standing orders protocols or other reasonable instructions as may be provided whether in written form or otherwise (for example, instructions given by a licensed physician over the telephone) and ensure that AEDs and medical supplies provided are used and maintained in strict accordance with the applicable manufacturers' labeling and instructions.
 - G. Customer shall maintain records of training programs, training providers and participating AED responders, which shall be available to StatPADS for review and approval at all times.
 - H. Contact appropriate emergency response agency (e.g., via 911 when on land) immediately and without delay if an individual appears to be in cardiac arrest or in distress.
 - I. Subject to the requirements of Applicable AED Laws, assist LifeREADY 360 in its review of all Events, and provide any and all information and documentation requests regarding such Event.
 - J. Promptly record and report within the LifeREADY 360 program when the AED is in need of service.
 - K. Comply with all other obligations set forth in this Agreement and the LifeREADY 360 Terms of Use.
6. **INDEMNIFICATION.** Customer shall defend, indemnify and hold StatPADS and its contractors harmless against all loss, liability, expense, cost or damage (including StatPADS's reasonable attorneys' fees, expert fees and other reasonable litigation expenses) arising from, incurred as a result of or in any matter related to, or alleged to relate to:
 - a) Any breach of the terms of this Agreement by Customer or any person using Customer's AED.
 - b) Customer's unauthorized or unlawful use of AEDs subject to this Agreement.
 - c) The unauthorized or unlawful use of AEDs subject to this Agreement by any other person.
 - d) Any act or omission of Customer or any person using Customer's AED.
 - e) The actions of StatPADS and its contractors, so long as they are not negligent or constitute willful misconduct, and, as applicable, are in accordance with generally accepted medical standards.
7. **TERMINATION.** This Agreement will continue to be in full force as long as Customer continues to use the Services. StatPADS may terminate this Agreement if Customer fails to fully comply with the terms of this Agreement, or fails to make any payment due to StatPADS or Cintas within 30 days of its due date. StatPADS further reserves the right, at its sole option, to terminate Customer's use of the Services, with or without notice. Customer may terminate its use of the Services by providing 30 days' prior written notice to Stat Pads at www.lifeready360.com including the name, address and telephone number of the Customer's alternate provider of Services. Upon termination: (i) Customer will no longer be able to use the Services; (ii) StatPADS will no longer provide Customer with the Services and Customer will assume all obligations and duties associated, directly or indirectly, with its AED(s); (iii) Customer will return all documents provided to it by StatPADS; and (iv) StatPADS will not refund any fees. In any case where this Agreement is terminated, all protocols provided by StatPADS will be void effective on the termination date.
8. **APPLICABLE LAW AND LITIGATION.** The applicable law for the purpose of interpretation of this Agreement, or the enforcement of any rights or obligations hereunder, is the laws of the State of Idaho. Any action brought to interpret or enforce this Agreement must be brought in the state courts located Boise, Idaho or the federal courts for the District of Idaho, which courts will have exclusive jurisdiction and venue of any such action. If a legal proceeding is commenced to interpret or enforce this Agreement, the prevailing party shall recover its reasonable attorneys' fee in such a proceeding, or any appeal thereof.
9. **OTHER.** If any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall nevertheless continue in full force and effect. This agreement constitutes a final and complete statement of the agreement between the parties, and fully supersedes all prior agreements or negotiations, written or oral. StatPADS reserves the right to make changes to the approved AED response protocols at any time. StatPADS will provide all amended forms to Customer, which shall be deemed accepted by Customer.

FOR CINTAS INTERNAL USE ONLY

*AED order forms must be attached to customer sales order in SAP including Exhibit F if used.
Agreements w/out an AED order can be emailed to NA@Cintas.com

CINTAS Location # _____

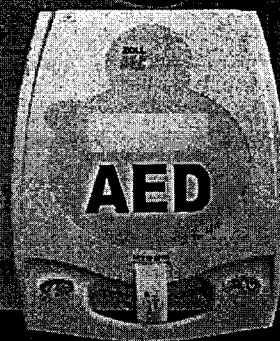
CINTAS PO # _____

CINTAS Customer # _____

CINTAS Sales Order # _____

ZOLL® AED PLUS

Service Agreement



CUSTOMER INFORMATION

Company Name ("Customer"): City of Baldwin Park

Date: 02/05/2020

Service Agreement Start Date:

Email:

Billing Address: 14403 Pacific Ave.

City: Baldwin Park

State: CA

Zip: 91706

Phone:

Fax:

ZOLL® AED PLUS INFORMATION

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas"), will provide the Customer with the following Automatic External Defibrillator units ("Units") at the prices and conditions described in this Agreement.

DESCRIPTION	# OF UNITS	PAYMENT/UNIT	TOTAL PAYMENT
☒ ZOLL® AED PLUS	5	x \$82.00	= \$410.00 /month
☐ AHA HEARTSAVER™ FA/CPR/AED*		x	=

The discounted price is a one-time offer and is valid only at the time of signing of this agreement.

Service Agreement Term: Service Agreement is Thirty Six (36) months from the AED(s) delivery date as stated on the first invoice (the "Initial Term"). Agreement will automatically renew after the Initial Term for (12) months (each a "Renewal Term") at the current monthly rate per AED. This auto renewal will continue every (12) months until customer provides Cintas with a (30) day advance written notification of cancellation of AED Service Agreement. The renewal provides all the benefits outlined in the initial term of the agreement. Fee includes Medical Direction, Pads/ Battery Replacement as needed, software updates, (1) AED Wall Cabinet or Grab & Run Bag per device upon installation, on-site AED training with purchase of FA/CPR class, Future Model Upgrade Options, routine on-site service checks, Cintas support after use and an annual seat at an open enrollment AED training class held at participating Cintas locations* or one online AED training key. Notwithstanding anything to the contrary contained herein there will be a minimum term of thirty-six (36) months ("Minimum Term") for any individual Customer location or additional units added during the Initial Term or Renewal Term.

Service Guarantee: Company Guarantees to deliver quality AED Service Agreement program at all times. Any complaints about the quality of the service should be directed in writing to the General Manager. If complaints remain unresolved after a reasonable period of time, customer may terminate this agreement provided AED(s) are returned in good working order, or purchased at replacement cost.

Cancellation:

During Initial Term - Customer can cancel anytime with a (30) day advance written notification. Customer then owes all remaining Service Agreement payments to current agreement term end date. All AED(s) currently under agreement would then be returned to Cintas or purchased for an additional \$399 dollars per AED. For any AED(s) added during the Initial Term or any Renewal Term, Customer will owe all remaining Service Agreement payments for the number of months remaining in the unexpired Minimum Term.

Anytime During Renewal Term - Customer can cancel anytime with a (30) day advance written notification. Customer will owe a cancellation fee of \$150 dollars per AED under Service Agreement. AED(s) will be returned to Cintas or purchased for \$399 dollars per AED. The \$150 dollar per AED cancellation fee can be applied to the purchase price of the AED of (\$399) per AED.

New AED Model Upgrades:

If Cintas adds a new AED model to the product line, customer can upgrade to new unit anytime after the first (36) months of their current agreement with no penalty or cancellation charges. Customer can choose to purchase the new unit at current price, or sign a new service agreement for the new device. All AED(s) under agreement would have to be returned to Cintas or purchased for \$399 dollars.

☐ I have read and agree to the terms and conditions in this Agreement, including those printed on the back of this page.

Customer Representative's Signature:

Date:

Customer Representative's Name: Shannon Yauchzee

Title: CEO

Accepted By Name:

Signature:

Approved By Name:

Signature:

Loc.#

Terms

- A. With the exception of non-transferable components such as replacement pads and batteries, which are the property of the Customer, Units remain the property of Cintas. The AED Unit description is further defined as the AED, one (1) standard battery, one (1) standard pad set, one (1) quick use card and user manual. Additional batteries and pads, data recording card, carrying case, and other accessories are not included and may be purchased separately. Customer agrees that the service on the Units shall be done exclusively by Cintas, unless Cintas agrees in writing to an alternate source to perform these services.
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- C. The Units, replacement pads and batteries are susceptible to damage caused by extreme temperatures, impacts, and other factors, and it is up to the Customer to periodically check the Units for functionality. Additional and replacement components are available from Cintas at then-current list prices.
- D. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY TRAINING SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM THE TRAINING SERVICES OR THE INFORMATION PROVIDED IN CONNECTION WITH THE TRAINING SERVICES. CINTAS WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE PERFORMANCE BY CINTAS OF ITS TRAINING SERVICES HEREUNDER OR IN CONNECTION WITH ANY OF THE SERVICES OFFERED.
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- F. Customer is aware that any use of Units which is inconsistent with manufacturer's recommendations or FDA regulations could pose a threat to the well-being of its employees and others who might use the Units or have the Units used on them.
- G. Customer will make Cintas aware of any faults, alarms, or indications that the AED is not functioning properly.
- H. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CINTAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. CUSTOMER AGREES TO ASSUME ALL RISK OF LOSS IN CONNECTION WITH THE USE OF THE UNITS AND TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CINTAS, ITS SUBSIDIARIES AND AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "CINTAS PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES), LOSSES, DAMAGES, DEMANDS, FINES AND CAUSES OF ACTION CAUSED BY, ARISING OUT OF OR RELATED TO THE USE OF THE UNITS, THE FAILURE OF THE UNITS TO FUNCTION PROPERLY, THE FAILURE OF ANY PERSON TO PROPERLY USE ANY UNIT, THE LOCATION OF ANY UNIT, ANY ALLEGATION THAT THE NUMBER OF UNITS ORDERED HEREUNDER IS INSUFFICIENT, OR THE ACTUAL OR ALLEGED ACTS OR OMISSIONS OF CINTAS, WHETHER OR NOT THOSE ACTS OR OMISSIONS ARE JOINT OR CONCURRENT WITH ANY OTHER PARTY; PROVIDED, HOWEVER, THAT CUSTOMER'S OBLIGATIONS HEREUNDER SHALL NOT APPLY TO ANY CLAIM, LIABILITY, EXPENSE, LOSS, DAMAGE, DEMAND, FINE OR CAUSE OF ACTION ESTABLISHED TO BE THE RESULT OF THE SOLE NEGLIGENCE OF CINTAS. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.
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- Q. Should Units require repairs as a result of accident, negligence, fire, flood, Customer's misuse, Act of God, or cause other than normal wear and tear, Cintas will arrange for the damaged Unit to be repaired by the equipment manufacturer. Customer agrees to pay for time, material and shipping charges, not to exceed the then-current total replacement cost of a Unit. While the Unit is being repaired, Cintas will provide Customer with a replacement Unit at no charge.
- R. Cintas has the right to recover the units if terms of this agreement are breached or monthly payment becomes substantially past due. Customer will then owe all remaining Service payments to Service end date per the cancellation terms.

LifeREADY 360™

Program Agreement

CUSTOMER INFORMATION

Company Name: CITY OF BALDWIN PARK

Contact: ARMANDO NAVA

Email: ANAVA@BALDWINPARK.COM

Service Address: 14403 PACIFIC AVE.

City: BALDWIN PARK

(Where the AEDs will be installed)

State: CA

Zip: 91706

Phone:

Fax:

National Account (check one): ☐ No ☐ Voluntary ☐ Mandatory

ZNAT:

AED INFORMATION*

NOTE: If the AED units will be placed in a different address/building from above, or if more than 5 AED units, please use Exhibit F FAS-8724

LOC
1

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

LOC
2

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

LOC
3

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

LOC
4

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

LOC
5

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

LifeREADY 360™ AED PROGRAM MANAGEMENT

Choose from the following options:

1
YEAR

☐ 1 YEAR @ \$175
#99949

3
YEAR

☒ 3 YEAR @ \$450**
#99984

Add-on to an existing program?

☐ YES

☐ NO

Customer Rep. Signature:

Date:

Print Name: Shannon Yauchzee

Title: CEO

Agreement

This Program Management Services Agreement ("Agreement") is made as of the "effective date" as stated on the front, by and between StatPADS LLC ("StatPADS") and the customer signing on the front ("Customer"). In consideration of the mutual promises and undertakings of the parties, and for other good and valuable consideration, the receipt of which is hereby acknowledged, StatPADS and Customer agree as follows:

1. **ENGAGEMENT.** Customer engages Program Management services from StatPADS for Customer's automated external defibrillator devices (AEDs). The locations of Customer's AEDs are set forth on a Program Management Order Form signed by Customer and submitted to Cintas, and attached hereto. For all purposes of this Agreement, and notwithstanding any provision of this Agreement to the contrary, StatPADS is an independent contractor and is not an employee, partner, joint venture, or agent of Customer. Customer shall make no representation that StatPADS is an employee or agent of Customer.
2. **TERM.** This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with this Agreement for a term as shown on the order ("Term"). With respect to each particular Customer site, the Term shall be renewed on the applicable anniversary of the date of the then current Term ("Renewal Term(s)").
3. **PAYMENT.** For the initial Term of Program Management, Customer shall pay in accordance with the terms of the invoice for the initial AED purchase. Payment with respect to Renewal Terms shall be as invoiced. All invoices shall be paid by Customer within thirty (30) days after receipt of such invoice.
4. **STATPADS OBLIGATIONS.** StatPADS shall provide the Program Management services set forth herein (collectively, "Services"). The parties hereto acknowledge and agree that the services set forth the definitive list of all Services to be provided by StatPADS to Customer. CUSTOMER'S USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. THE SERVICES ARE PROVIDED WITH ALL FAULTS ON AN "AS IS" AND "AS AVAILABLE" BASIS. STATPADS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING. IN NO EVENT SHALL STATPADS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE AGREEMENT HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF STATPADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CUSTOMER.
5. **CUSTOMER OBLIGATIONS.** Customer shall:
 - A. Execute and submit to StatPADS Program Management Order Forms for all AEDs Customer covers under this Agreement.
 - B. Use StatPADS's AED compliance tracking system (aka "LifeREADY 360").
 - C. Notify LifeREADY 360 at 833.507.6877 within 24 hours upon Customer's use of an AED keep accurate and complete records of the Event in accordance with any reasonable requirements.
 - D. Require and ensure that each authorized AED user has completed a nationally recognized CPR/AED training course as required by law.
 - E. Refrain from using any AED for any purpose other than training until Customer has received a Certificate of Medical Authorization with respect to that AED.
 - F. Use AEDs and/or other medical equipment or supplies in accordance with the reasonable standing orders protocols or other reasonable instructions as may be provided whether in written form or otherwise (for example, instructions given by a licensed physician over the telephone) and ensure that AEDs and medical supplies provided are used and maintained in strict accordance with the applicable manufacturers' labeling and instructions.
 - G. Customer shall maintain records of training programs, training providers and participating AED responders, which shall be available to StatPADS for review and approval at all times.
 - H. Contact appropriate emergency response agency (e.g., via 911 when on land) immediately and without delay if an individual appears to be in cardiac arrest or in distress.
 - I. Subject to the requirements of Applicable AED Laws, assist LifeREADY 360 in its review of all Events, and provide any and all information and documentation requests regarding such Event.
 - J. Promptly record and report within the LifeREADY 360 program when the AED is in need of service.
 - K. Comply with all other obligations set forth in this Agreement and the LifeREADY 360 Terms of Use.
6. **INDEMNIFICATION.** Customer shall defend, indemnify and hold StatPADS and its contractors harmless against all loss, liability, expense, cost or damage (including StatPADS's reasonable attorneys' fees, expert fees and other reasonable litigation expenses) arising from, incurred as a result of or in any matter related to, or alleged to relate to:
 - a) Any breach of the terms of this Agreement by Customer or any person using Customer's AED.
 - b) Customer's unauthorized or unlawful use of AEDs subject to this Agreement.
 - c) The unauthorized or unlawful use of AEDs subject to this Agreement by any other person.
 - d) Any act or omission of Customer or any person using Customer's AED.
 - e) The actions of StatPADS and its contractors, so long as they are not negligent or constitute willful misconduct, and, as applicable, are in accordance with generally accepted medical standards.
7. **TERMINATION.** This Agreement will continue to be in full force as long as Customer continues to use the Services. StatPADS may terminate this Agreement if Customer fails to fully comply with the terms of this Agreement, or fails to make any payment due to StatPADS or Cintas within 30 days of its due date. StatPADS further reserves the right, at its sole option, to terminate Customer's use of the Services, with or without notice. Customer may terminate its use of the Services by providing 30 days' prior written notice to Stat Pads at www.lifeready360.com including the name, address and telephone number of the Customer's alternate provider of Services. Upon termination: (i) Customer will no longer be able to use the Services; (ii) StatPADS will no longer provide Customer with the Services and Customer will assume all obligations and duties associated, directly or indirectly, with its AED(s); (iii) Customer will return all documents provided to it by StatPADS; and (iv) StatPADS will not refund any fees. In any case where this Agreement is terminated, all protocols provided by StatPADS will be void effective on the termination date.
8. **APPLICABLE LAW AND LITIGATION.** The applicable law for the purpose of interpretation of this Agreement, or the enforcement of any rights or obligations hereunder, is the laws of the State of Idaho. Any action brought to interpret or enforce this Agreement must be brought in the state courts located Boise, Idaho or the federal courts for the District of Idaho, which courts will have exclusive jurisdiction and venue of any such action. If a legal proceeding is commenced to interpret or enforce this Agreement, the prevailing party shall recover its reasonable attorneys' fee in such a proceeding, or any appeal thereof.
9. **OTHER.** If any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall nevertheless continue in full force and effect. This agreement constitutes a final and complete statement of the agreement between the parties, and fully supersedes all prior agreements or negotiations, written or oral. StatPADS reserves the right to make changes to the approved AED response protocols at any time. StatPADS will provide all amended forms to Customer, which shall be deemed accepted by Customer.

FOR CINTAS INTERNAL USE ONLY

*AED order forms must be attached to customer sales order in SAP including Exhibit F if used.
Agreements w/out an AED order can be emailed to NA@Cintas.com

CINTAS Location # _____

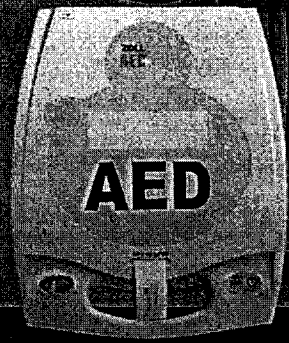
CINTAS PO # _____

CINTAS Customer # _____

CINTAS Sales Order # _____

ZOLL® AED PLUS

Service Agreement



CUSTOMER INFORMATION

Company Name ("Customer"): City of Baldwin Park

Date: 02/05/2020

Service Agreement Start Date:

Email:

Billing Address: 4100 Baldwin Park Blvd.

City: Baldwin Park

State: CA

Zip: 91706

Phone:

Fax:

ZOLL AED PLUS INFORMATION

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas"), will provide the Customer with the following Automatic External Defibrillator units ("Units") at the prices and conditions described in this Agreement.

DESCRIPTION	# OF UNITS	PAYMENT/UNIT	TOTAL PAYMENT
☒ ZOLL® AED PLUS	8	x \$82.00	= \$656.00 /month
☐ AHA HEARTSAVER™ FA/CPR/AED*		x	=

The discounted price is a one-time offer and is valid only at the time of signing of this agreement.

Service Agreement Term: Service Agreement is Thirty Six (36) months from the AED(s) delivery date as stated on the first invoice (the "Initial Term"). Agreement will automatically renew after the Initial Term for (12) months (each a "Renewal Term") at the current monthly rate per AED. This auto renewal will continue every (12) months until customer provides Cintas with a (30) day advance written notification of cancellation of AED Service Agreement. The renewal provides all the benefits outlined in the initial term of the agreement. Fee includes Medical Direction, Pads/Battery Replacement as needed, software updates, (1) AED Wall Cabinet or Grab & Run Bag per device upon installation, on-site AED training with purchase of FA/CPR class, Future Model Upgrade Options, routine on-site service checks, Cintas support after use and an annual seat at an open enrollment AED training class held at participating Cintas locations* or one online AED training key. Notwithstanding anything to the contrary contained herein there will be a minimum term of thirty-six (36) months ("Minimum Term") for any individual Customer location or additional units added during the Initial Term or Renewal Term.

Service Guarantee: Company Guarantees to deliver quality AED Service Agreement program at all times. Any complaints about the quality of the service should be directed in writing to the General Manager. If complaints remain unresolved after a reasonable period of time, customer may terminate this agreement provided AED(s) are returned in good working order, or purchased at replacement cost.

Cancellation:

During Initial Term - Customer can cancel anytime with a (30) day advance written notification. Customer then owes all remaining Service Agreement payments to current agreement term end date. All AED(s) currently under agreement would then be returned to Cintas or purchased for an additional \$399 dollars per AED. For any AED(s) added during the Initial Term or any Renewal Term, Customer will owe all remaining Service Agreement payments for the number of months remaining in the unexpired Minimum Term.

Anytime During Renewal Term - Customer can cancel anytime with a (30) day advance written notification. Customer will owe a cancellation fee of \$150 dollars per AED under Service Agreement. AED(s) will be returned to Cintas or purchased for \$399 dollars per AED. The \$150 dollar per AED cancellation fee can be applied to the purchase price of the AED of (\$399) per AED.

New AED Model Upgrades:

If Cintas adds a new AED model to the product line, customer can upgrade to new unit anytime after the first (36) months of their current agreement with no penalty or cancellation charges. Customer can choose to purchase the new unit at current price, or sign a new service agreement for the new device. All AED(s) under agreement would have to be returned to Cintas or purchased for \$399 dollars.

☐ I have read and agree to the terms and conditions in this Agreement, including those printed on the back of this page.

Customer Representative's Signature:

Date:

Customer Representative's Name: Shannon Yauchzee

Title: CEO

Accepted By Name:

Signature:

Approved By Name:

Signature:

Loc.#

Terms

- A. With the exception of non-transferable components such as replacement pads and batteries, which are the property of the Customer, Units remain the property of Cintas. The AED Unit description is further defined as the AED, one (1) standard battery, one (1) standard pad set, one (1) quick use card and user manual. Additional batteries and pads, data recording card, carrying case, and other accessories are not included and may be purchased separately. Customer agrees that the service on the Units shall be done exclusively by Cintas, unless Cintas agrees in writing to an alternate source to perform these services.
- B. Customer agrees to protect Units from abuse and to return the Units to Cintas in good working and physical condition, reasonable wear and tear accepted, within five business days of the termination of this Agreement. In the event a Unit is lost, stolen, or damaged beyond repair, Cintas will provide a replacement unit. Customer agrees to pay replacement cost of (\$1995) upon receipt of invoice. This payment will not release Service Customer of its obligations under the terms and conditions of this Agreement. This Agreement is non-cancelable except as provided herein.
- C. The Units, replacement pads and batteries are susceptible to damage caused by extreme temperatures, impacts, and other factors, and it is up to the Customer to periodically check the Units for functionality. Additional and replacement components are available from Cintas at then-current list prices.
- D. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY TRAINING SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM THE TRAINING SERVICES OR THE INFORMATION PROVIDED IN CONNECTION WITH THE TRAINING SERVICES. CINTAS WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE PERFORMANCE BY CINTAS OF ITS TRAINING SERVICES HEREUNDER OR IN CONNECTION WITH ANY OF THE SERVICES OFFERED.
- E. Customer is responsible for choosing the type and placement of the AEDs. This Agreement, and any attached exhibits, schedules or other documents, contain the entire agreement between Cintas and the Customer and may not be changed, modified, terminated or discharged except in a written agreement executed by both parties. In the event of any inconsistency between the terms and conditions contained herein and the terms and conditions contained in any document attached hereto, the terms and conditions contained herein shall govern and control.
- F. Customer is aware that any use of Units which is inconsistent with manufacturer's recommendations or FDA regulations could pose a threat to the well-being of its employees and others who might use the Units or have the Units used on them.
- G. Customer will make Cintas aware of any faults, alarms, or indications that the AED is not functioning properly.
- H. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CINTAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. CUSTOMER AGREES TO ASSUME ALL RISK OF LOSS IN CONNECTION WITH THE USE OF THE UNITS AND TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CINTAS, ITS SUBSIDIARIES AND AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "CINTAS PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES), LOSSES, DAMAGES, DEMANDS, FINES AND CAUSES OF ACTION CAUSED BY, ARISING OUT OF OR RELATED TO THE USE OF THE UNITS, THE FAILURE OF THE UNITS TO FUNCTION PROPERLY, THE FAILURE OF ANY PERSON TO PROPERLY USE ANY UNIT, THE LOCATION OF ANY UNIT, ANY ALLEGATION THAT THE NUMBER OF UNITS ORDERED HEREUNDER IS INSUFFICIENT, OR THE ACTUAL OR ALLEGED ACTS OR OMISSIONS OF CINTAS, WHETHER OR NOT THOSE ACTS OR OMISSIONS ARE JOINT OR CONCURRENT WITH ANY OTHER PARTY; PROVIDED, HOWEVER, THAT CUSTOMER'S OBLIGATIONS HEREUNDER SHALL NOT APPLY TO ANY CLAIM, LIABILITY, EXPENSE, LOSS, DAMAGE, DEMAND, FINE OR CAUSE OF ACTION ESTABLISHED TO BE THE RESULT OF THE SOLE NEGLIGENCE OF CINTAS. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.
- I. This Agreement shall be governed by the laws of the state of Ohio and is binding upon Cintas and Customer, their respective legal representatives, successors and permitted assigns. Cintas may assign this Agreement to any subsidiary of Cintas Corporation without Customer's consent. Any assignment by Customer shall require Cintas' written consent.
- J. If any provision of this Agreement is determined to be void, illegal or unenforceable for any reason, the unenforceable provision shall be deemed to be rewritten to the extent it would be enforceable consistent with the parties' intent, if possible, and all other provisions, covenants, exhibits and schedules of the Agreement shall remain in full force and effect.
- K. FDA regulations require the tracking of the physical location of Units. Customer agrees to promptly notify Cintas of the new locations if and when Units are moved.
- L. Cintas will provide service and maintenance for the Units. This includes regular service checks. Customer is required to schedule service visits by Cintas at six (6) month intervals to verify working order, mechanical fitness, and compliance with governmental regulations. Should Units require any repairs or maintenance not as a result of mishap or misuse by Customer, Cintas, at its sole discretion, shall either provide Customer with a replacement Unit or perform the appropriate maintenance at no charge to the Customer. If Cintas, at its sole discretion, determines that the necessary repairs were not caused by normal wear and tear, Customer may be charged for the time, materials, and shipping involved in the repair of said Units. Replacement pads and other non-transferable components are excluded from this repair and maintenance policy.
- M. If Customer's Unit is located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to send Customer written reminders to perform their own inspections on the Units. Customer acknowledges this process and accepts all responsibility for performing the inspections themselves. If Customer detects a problem or has a concern about their Unit they should contact Cintas during normal business hours. Cintas will respond to Customer by the first business day following notice of the problem or concern.
- N. If the Units in need of repair are located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to ship replacement Units to the Customer on an even exchange basis, in lieu of on-site pick-up for service. In this situation and upon receipt of the replacement Units, Customer will return to Cintas the old Units, prepaid and with reasonable care taken to protect Units during transit.
- O. Replacement pads, Medical Direction, 1 free wall cabinet or grab and run bag, software updates, and AED Batteries are covered at no cost thru the Service Agreement payments. AED Training will also be provided for free when FA/CPR class is purchased from Cintas.
- P. Other non-transferable components are available for purchase from Cintas at then-current prices.
- Q. Should Units require repairs as a result of accident, negligence, fire, flood, Customer's misuse, Act of God, or cause other than normal wear and tear, Cintas will arrange for the damaged Unit to be repaired by the equipment manufacturer. Customer agrees to pay for time, material and shipping charges, not to exceed the then-current total replacement cost of a Unit. While the Unit is being repaired, Cintas will provide Customer with a replacement Unit at no charge.
- R. Cintas has the right to recover the units if terms of this agreement are breached or monthly payment becomes substantially past due. Customer will then owe all remaining Service payments to Service end date per the cancellation terms.

LifeREADY 360™

Program Agreement

CUSTOMER INFORMATION

Company Name: CITY OF BALDWIN PARK
Contact: ARMANDO NAVA Email: ANAVAR@BALDWINPARK.COM
Service Address: 4100 BALDWIN PARK BLVD. City: BALDWIN PARK
(Where the AEDs will be installed)
State: CA Zip: 91706 Phone: _____ Fax: _____
National Account (check one): ☐ No ☐ Voluntary ☐ Mandatory ZNAT: _____

AED INFORMATION*

NOTE: If the AED units will be placed in a different address/building from above, or if more than 5 AED units, please use Exhibit F FAS-8724

LOC
1

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

LOC
2

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

LOC
3

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

LOC
4

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

LOC
5

AED LOCATION (same service address as above):

(Example: Behind receptionist desk main lobby)

AED Model:

Serial #:

Pads X Date:

Battery X Date:

LifeREADY 360™ AED PROGRAM MANAGEMENT

Choose from the following options:

1
YEAR

☐ 1 YEAR @ \$175
#99949

3
YEAR

☒ 3 YEAR @ \$450**
#99984

Add-on to an existing program?

☐ YES

☐ NO

Customer Rep. Signature:

Date:

Print Name:

Shannon Yauchzee

Title:

CEO

Agreement

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2. **TERM.** This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with this Agreement for a term as shown on the order ("Term"). With respect to each particular Customer site, the Term shall be renewed on the applicable anniversary of the date of the then current Term ("Renewal Term(s)").
3. **PAYMENT.** For the initial Term of Program Management, Customer shall pay in accordance with the terms of the invoice for the initial AED purchase. Payment with respect to Renewal Terms shall be as invoiced. All invoices shall be paid by Customer within thirty (30) days after receipt of such invoice.
4. **STATPADS OBLIGATIONS.** StatPADS shall provide the Program Management services set forth herein (collectively, "Services"). The parties hereto acknowledge and agree that the services set forth the definitive list of all Services to be provided by StatPADS to Customer. CUSTOMER'S USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. THE SERVICES ARE PROVIDED WITH ALL FAULTS ON AN "AS IS" AND "AS AVAILABLE" BASIS. STATPADS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING. IN NO EVENT SHALL STATPADS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE AGREEMENT HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF STATPADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CUSTOMER.
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 - A. Execute and submit to StatPADS Program Management Order Forms for all AEDs Customer covers under this Agreement.
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 - C. Notify LifeREADY 360 at 833.507.6877 within 24 hours upon Customer's use of an AED keep accurate and complete records of the Event in accordance with any reasonable requirements.
 - D. Require and ensure that each authorized AED user has completed a nationally recognized CPR/AED training course as required by law.
 - E. Refrain from using any AED for any purpose other than training until Customer has received a Certificate of Medical Authorization with respect to that AED.
 - F. Use AEDs and/or other medical equipment or supplies in accordance with the reasonable standing orders protocols or other reasonable instructions as may be provided whether in written form or otherwise (for example, instructions given by a licensed physician over the telephone) and ensure that AEDs and medical supplies provided are used and maintained in strict accordance with the applicable manufacturers' labeling and instructions.
 - G. Customer shall maintain records of training programs, training providers and participating AED responders, which shall be available to StatPADS for review and approval at all times.
 - H. Contact appropriate emergency response agency (e.g., via 911 when on land) immediately and without delay if an individual appears to be in cardiac arrest or in distress.
 - I. Subject to the requirements of Applicable AED Laws, assist LifeREADY 360 in its review of all Events, and provide any and all information and documentation requests regarding such Event.
 - J. Promptly record and report within the LifeREADY 360 program when the AED is in need of service.
 - K. Comply with all other obligations set forth in this Agreement and the LifeREADY 360 Terms of Use.
6. **INDEMNIFICATION.** Customer shall defend, indemnify and hold StatPADS and its contractors harmless against all loss, liability, expense, cost or damage (including StatPADS's reasonable attorneys' fees, expert fees and other reasonable litigation expenses) arising from, incurred as a result of or in any matter related to, or alleged to relate to:
 - a) Any breach of the terms of this Agreement by Customer or any person using Customer's AED.
 - b) Customer's unauthorized or unlawful use of AEDs subject to this Agreement.
 - c) The unauthorized or unlawful use of AEDs subject to this Agreement by any other person.
 - d) Any act or omission of Customer or any person using Customer's AED.
 - e) The actions of StatPADS and its contractors, so long as they are not negligent or constitute willful misconduct, and, as applicable, are in accordance with generally accepted medical standards.
7. **TERMINATION.** This Agreement will continue to be in full force as long as Customer continues to use the Services. StatPADS may terminate this Agreement if Customer fails to fully comply with the terms of this Agreement, or fails to make any payment due to StatPADS or Cintas within 30 days of its due date. StatPADS further reserves the right, at its sole option, to terminate Customer's use of the Services, with or without notice. Customer may terminate its use of the Services by providing 30 days' prior written notice to Stat Pads at www.lifeready360.com including the name, address and telephone number of the Customer's alternate provider of Services. Upon termination: (i) Customer will no longer be able to use the Services; (ii) StatPADS will no longer provide Customer with the Services and Customer will assume all obligations and duties associated, directly or indirectly, with its AED(s); (iii) Customer will return all documents provided to it by StatPADS; and (iv) StatPADS will not refund any fees. In any case where this Agreement is terminated, all protocols provided by StatPADS will be void effective on the termination date.
8. **APPLICABLE LAW AND LITIGATION.** The applicable law for the purpose of interpretation of this Agreement, or the enforcement of any rights or obligations hereunder, is the laws of the State of Idaho. Any action brought to interpret or enforce this Agreement must be brought in the state courts located Boise, Idaho or the federal courts for the District of Idaho, which courts will have exclusive jurisdiction and venue of any such action. If a legal proceeding is commenced to interpret or enforce this Agreement, the prevailing party shall recover its reasonable attorneys' fee in such a proceeding, or any appeal thereof.
9. **OTHER.** If any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall nevertheless continue in full force and effect. This agreement constitutes a final and complete statement of the agreement between the parties, and fully supersedes all prior agreements or negotiations, written or oral. StatPADS reserves the right to make changes to the approved AED response protocols at any time. StatPADS will provide all amended forms to Customer, which shall be deemed accepted by Customer.

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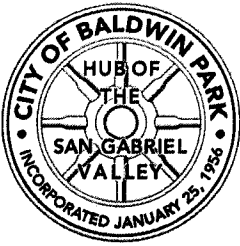
CINTAS Location # _____

CINTAS Customer # _____

CINTAS PO # _____

CINTAS Sales Order # _____

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Shannon Yauchzee, Chief Executive Officer
Benjamin Martinez, Community Development Director *Ben*

DATE: February 19, 2020

SUBJECT: Approval of Resolution 2020-003 and Consideration of a Memorandum of Understanding (MOU) with Goodwill Southern California to Establish a Youth Employment Program

SUMMARY

The purpose of this staff report is to consider a Memorandum of Understanding (MOU) for a term of one year with Goodwill Southern California (GSC) to establish a youth employment program in Baldwin Park.

RECOMMENDATION

Staff recommends the City Council:

1. Approve Resolution 2020-003 and the proposed MOU with the GSC; and
2. Authorize the Mayor to execute the MOU.

FISCAL IMPACT

There is no immediate fiscal impact with the approval of this MOU, but the city will contribute staff time and the use of city facilities. However, in exchange the City may receive up to 20 part-time summer employees at no cost or liability to the City.

BACKGROUND

The City of Baldwin Park has identified the need to create employment opportunities for local youth. To address this staff has begun exploring establishing a youth employment program that would target youth in the 16-18 age group. The intent of the program would be to provide valuable work experience for the participating youth, while also providing employers with needed workers. Discussions were initiated with the Baldwin Park Unified School District (school district) regarding collaborating. Understanding that GSC was also contracted to provide workforce programs in the area, they were also brought into the discussions. GSC is able to provide pay to participating youth for 120 hours. Of these 120 hours, 20 would be for job readiness training and 100 would be for actual work. After additional discussions it was decided that the best course of action would be for the school district and the city to each establish a separate MOUs with GSC, as all three continue to partner to establish the program. The MOUs would establish roles and responsibilities and facilitate data sharing. The program goal is to have 200 youth participate in the first year.

LEGAL REVIEW

The City Attorney has reviewed the attached draft agreement and has approved its form and content.

ALTERNATIVES

The City Council may decide not to pursue this MOU.

ATTACHMENTS

1. Resolution No. 2020-003
2. Memorandum of Understanding (MOU)

Attachment 1
Resolution No. 2020-003

RESOLUTION NO. 2020-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF BALDWIN PARK AND GOODWILL SOUTHERN CALIFORNIA ("GSC") FOR THE PURPOSES OF ESTABLISHING A YOUTH EMPLOYMENT PROGRAM

WHEREAS, the City of Baldwin Park has identified the need for employment opportunities for youth; and

WHEREAS, the City of Baldwin Park acknowledges the collaborative benefits of partnering with GSC and the Baldwin Park Unified School District on establishing a youth employment program; and

WHEREAS, GSC is contracted to provide workforce programs in the area and is able to provide pay to participating youth for 120 hours; and

WHEREAS, GSC will recruit program participants, provide initial assessment of potential participants, provide job readiness training, provide supportive services such as work clothing and transportation assistance, employment referrals, overall program monitoring; and

WHEREAS, the City of Baldwin Park will participate in implementing the program by assisting in outreach to youth and employers, assisting in promoting the program through the use of city resources, providing access to city facilities, providing employment opportunities in various city departments and promoting program successes.

NOW THEREFORE BE IT HEREBY RESOLVED, by the City Council of the City of Baldwin Park as follows:

1. That based upon the acknowledged need of a youth employment program that would benefit City of Baldwin Park residents. The City Council finds and determines that an MOU between the City of Baldwin Park and GSC that would formalize the establishment of a youth employment program would assist in addressing this need.
2. That the MOU between the City of Baldwin Park and GSC, a copy of which is attached as Exhibit A, is hereby approved. This authorization confers upon the Mayor or his designee the authority to sign the MOU on behalf of the City and to take such other and further actions as may be necessary and proper to carry out the terms of the MOU and the purpose of this Resolution.
3. This resolution shall become effective immediately upon its approval.
4. The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED, AND ADOPTED this 19th day of February 2020.

MANUEL LOZANO
MAYOR

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

I, JEAN M. AYALA, Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing Resolution No. 2020-003 was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on February 19, 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

Attachment 2
Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING

PURPOSE: The purpose of this Memorandum of Understanding (hereafter referred to as "MOU") is to enter into an agreement between Goodwill Southern California (hereafter referred to as "GSC") and the City of Baldwin Park, a public body, corporate and politic ("City").

1. This agreement is entered into in a spirit of cooperation by the signatory agencies in order to maximize utilization of resources in serving youth job seekers and employers. It is understood that the development, implementation and ultimate success of GSC Career Resource Center (CRC) requires mutual trust and teamwork between agencies working together to accomplish common goals. The intent of this MOU is to establish the operational collaboration between GSC and the City.

2. **PARTIES:** The Parties to this MOU are:

Goodwill Southern California
342 N. San Fernando Road
Los Angeles, CA 90031
323-223-1211

And

City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706
Attn: Shannon Yauchzee
City Manager

3. **DURATION OF AGREEMENT:** This MOU shall become effective February 19, 2020 and terminate March 1, 2021.

A. **Modification:** This MOU may be modified with the approval of both parties, provided both parties sign the revised agreement. A modification request must be presented in writing, 30 days prior to effective date.

B. **Termination:** For non-mandated partnerships, either party may terminate its participation in this MOU without cause by providing 30-day written notice by a nationally recognized overnight delivery service with delivery to, personal service at, or mail to, the addresses in Section 2. The 30 days will begin on the date of personal service, the date placed with the overnight delivery service or the date of mailing as applicable.

C. **Extension:** This MOU may be extended by written agreement between both parties, provided such agreement is signed by both parties prior to the termination date and contains the following:

- (1) A statement of intent to continue the provisions of the MOU;
- (2) Revised effective and termination dates and
- (3) Dated signature of the signatory's designee.

4. **INDEMNIFICATION:** The City shall indemnify, defend and hold harmless GSC, its officers, agents and employees from all liability, to the extent related to the City's negligent acts, errors, omissions or those of its employees or agents under this agreement. GSC shall indemnify and hold harmless the City, its officers, agents and employees from all liability, to the extent related to GSC negligent acts, errors, omissions or those of its employees or agents under this agreement.
5. **PARTNERSHIP PROVISIONS:** Both GSC and the City have certain rights and responsibilities as outlined below:
 - A. **Scope of Services:** Both parties agree to perform during the term of this MOU, the task, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this MOU as Exhibit "A".
 - B. **Dispute Resolution:** All parties shall first attempt to resolve disputes informally. Any party may call a meeting to discuss and resolve disputes. All dispute resolutions must be approved by GSC's Vice President to be binding on GSC. If the dispute is not resolved, it shall be referred to GSC's Vice President who will work cooperatively with the City's executive management to resolve the issue. While informal dispute resolution is preferred, it shall not be a condition precedent to filing a lawsuit.
 - C. **Governance:** GSC consists of various partners representing the various facets of the community served. Therefore, the governance of GSC requires cooperative involvement of all partners. The GSC's Executive Leadership shall endeavor to see that all contractual, fiscal and legal provisions are adhered to and that GSC remains fully operational. The City Executive Leadership shall ensure that their staff provides services outlined in **Exhibit A** and participate in GSC operations as outlined in the "Scope of Services".
6. **OPERATIONAL PROVISIONS:**
 - A. Both parties shall be committed to health and safety requirements and to providing equal access to services by persons with disabilities.
 - B. Both GSC and the City will support each other's Mission, Vision and Values. It is understood that each organization has specific performance goals that they are striving to meet and that supporting each other through training and team work will result in increased achievement by all partners.
 - C. Both GSC and the City will take an active role in promoting the services of the CRC to be provided by GSC and the City. Each shall provide current marketing materials for programs and services that indicate the nature of services offered, cost (if any), schedule, contact information, eligibility for services and other pertinent information.
7. **INSURANCE AND SUBROGATION:**

A. Both GSC and the City will maintain at least \$2,000,000 aggregate General Liability Insurance with a reputable insurance provider and each party shall name the other as additional insured on said policy. Both GSC and City will provide proof of insurance to the other.

B. Proof of Coverage.

The City is self-insured, will provide adequate evidence of financial viability of such self-insurance coverage and such evidence must be updated annually. If GSC reasonably determines that the City's finances do not sustain self-insurance, the City shall be required to obtain third-party coverage from a reputable insurance company.

C. GSC and the City each agree to provide a waiver of subrogation for the other in the event of any property or liability loss or damage caused to GSC or the City, by the other.

8. CONFIDENTIALITY:

A. Subject to any limitation imposed on the City by law, information regarding persons served will be shared amongst the City through a variety of methods, including but not limited to case management, referrals, electronic systems (such as Skills Match, email and local area network), subject to any limitations imposed by law with regard to student records. **Exhibit B** further outlines the data sharing arrangement between the parties.

B. All staff of both GSC and the City will respect confidentiality of all persons served.

C. All parties agree to adhere to legal requirements set forth by the Welfare & Institutions Code, the Rehabilitation Act, Health Insurance Portability and Accountability Act (HIPAA) and other legal statutes or requirements to ensure the protection and privacy of persons served, as it pertains to this particular MOU.

9. RELATIONSHIP OF THE PARTIES:

A. It is the intention of the parties to create a relationship wherein CSRI is an independent provider of services hereunder. Notwithstanding any term(s) or terminology used in this Agreement (i.e. the reference to CSRI as "Partner"), nothing in this Agreement shall be construed as creating the relationship of employer-employee or establishing any trust, partnership or joint venture arrangement between GSC and the City. Nothing in this Agreement shall deprive or otherwise affect the right of either party to conduct business activities which may be competitive with the services to be provided hereunder.

B. GSC and the City shall each be responsible, respectively, for the assessment, qualifying, hiring, management, compensation and/or termination of employment of their respective employees who may provide any of the services contemplated by this Agreement. Nothing in this Agreement is to be construed to create any co-employment of any GSC and/or the City employee by the other.

10. **NON-DISCRIMINATION:** Both GSC and the City agree to comply with all Federal and State statutes that prohibit discrimination. The parties certify that all persons employed by and customers served by the GSC CRC, the City, or affiliates shall be treated equally without regard to race, religion, ancestry, national origin, sex, age, disability, marital status, political affiliation or beliefs.
11. **CODE OF CONDUCT:** Both parties agree to uphold each other's code of conduct/ethics and maintain the highest levels of integrity when serving as a representative of their organization and the Career Resource Center.
12. **FACILITIES USE:** It is agreed that the City will provide GSC with the use of City facilities as outlined in Exhibit A "Scope of Services".
13. **AUTHORITY:** The individuals signing below have the authority to commit the party they represent to the terms of this MOU and its attachments and do so commit by signing. This agreement is not in effect until it is signed by representatives of both GSC and The City.

SIGNATURES

Signature: _____

Printed Name & Title: Simon Lopez, Workforce and Career Development Director

Agency: Goodwill Southern California

Address: 342 N. San Fernando Rd, Los Angeles, CA 90031

Telephone: (323)223-1211

Signature: _____

Printed Name & Title: Manuel Lozano, Mayor

Agency: City of Baldwin Park

Address: 14403 E Pacific Ave., Baldwin Park CA 91706

Telephone: (626) 813-5204

Attachments: Exhibit A: Scope of Services
Exhibit B: Data Sharing Agreement
Exhibit C: Universal Release of Information Form

EXHIBIT A

SCOPE OF SERVICES Youth Employment Program Goodwill Southern California and the City of Baldwin Park

February 19, 2020

Under this Memorandum of Understanding agreement Goodwill Southern California (GSC) and the City of Baldwin Park (City) shall agree to the following related to the Youth Employment Program:

- **GSC will provide the following:**
 - For youth
 - Streamlined employee outreach, recruitment intake and orientation to services;
 - Initial assessment of skills, aptitudes, abilities and supportive services;
 - Job search and placement assistance including career counseling;
 - Supportive services such as (interview and work clothing, transportation assistance, work items based on need and funding);
 - On-going intensive career assessment, counseling and planning.
 - Occupational classroom training;
 - Skills upgrading and retraining;
 - On-the-Job Training;
 - Job readiness training;
 - Soft-skills training;
 - Fund required screenings for employment such as fingerprinting services, medical exams, and testing for Tuberculosis;
 - Industry-based, customized training based on employer need with up front agreement to hire based on established conditions;
 - Employment referral and follow-up services for customers attaining employment for not less than 12 months after the first known day of employment.
 - For the City
 - Periodic updates to include progress on agreed to goals and data to verify progress
 - Agree to share information regarding youths that are participating;
 - Agree to meet periodically in person to discuss program progress, potential improvements or recommendations;
 - Periodically provide program progress updates to city council;
 - Provide updates on specific cases;
 - Participate in promoting program successes through public relations effort.
 - For employers
 - Participate in recruitment efforts;
 - Provide program informational seminars;
 - Respond to employer inquiries;
 - Work site assessment;
 - Execute Youth Work Site Agreements;
 - Assist in completing Worksite Expectation Reviews;
 - Assist in completing Work Performance Evaluations.
- **The City will provide the following:**
 - Assist with outreach and recruitment of youth;
 - Assist with the promotion of the program including the use of the city's website, local BPNOW newspaper, city events such as Concerts in the Park and the Farmers Market, billboard advertising, city related social media platforms, bus stops, the placement of informational material in city facilities and announcements at city council meetings;
 - Provide employment opportunities in various city departments for youth participants;
 - Complete all requirements for hired youth including Work Performance Evaluations and Worksite Expectation Reviews;
 - Assist with the recruitment of employers, including employers in and outside the city by providing information directly to businesses, business associations, other public entities and other city partners;
 - Provide GSC with the use of city facilities to conduct informational seminars;
 - Promote program successes through public relations efforts.

Exhibit B

Data Sharing Agreement

GSC CRC is an agency designed to help meet the vocational goals of customers. Data is one of the Center's most valuable resources and requires responsible and ethical use. GSC relies heavily on its electronic data processing systems and data stored in them to meet its educational, informational and operational needs. It is essential that these systems be protected from misuse. Further, data and computer systems will be maintained to ensure the highest levels of confidentiality and privacy as required by legal and regulatory requirements (including, but not limited to Welfare & Institutions Code, HIPAA, etc.). All documentation shall be maintained in a systematic way and in a secure environment. To maintain the highest quality and to protect the trust given to us by the community, it is essential that we collectively demonstrate adherence to ethical and legal standards and ensure that these standards are enforced.

Standards of Professional Data Sharing Practice:

1. Notwithstanding anything in this Memorandum of Understanding or its Exhibits, participant information will only be shared by GSC subject to limitations imposed by law.
2. Customer information may be shared with the City and collaborative agencies of the GSC CRC to determine and tailor services based on the needs of the customer and to reduce redundancy of information asked of the customer;
3. In that the City and its employees are exposed to sensitive information on a regular basis, each shall use discretion when and to whom they shall disclose such information. the City and its employees shall not disclose privileged and/or confidential information to unauthorized parties;
4. The City and its employees shall not discuss in public areas privileged and/or confidential information as pertains to GSC CRC clients.
5. User names and passwords may be assigned to each individual City employee and GSC CRC employee to ensure security of our information systems. All information exchanged between parties authorized to use the information systems, shall be processed in such a way that unauthorized persons cannot retrieve such information by any means;
6. Each user name and password is unique to the individual and shall not be shared with others at any time;
7. Data shall be disseminated in cooperation with organizational policies on confidentiality and HIPAA;
8. Reports or any information contained in our information systems is not for release to the general public without approval of the person served and the authorization of the Vice President of Workforce and Career Development for Goodwill Southern California.

Definitions:

Privileged: Access due to status or association.

Confidential: Information that has a legal implication.

Exhibit C

Universal Release of Information Form (To be used with all Job Seeker customers)

Name: _____ Date of Birth: _____

Prior Name(s): _____ Social Security #: _____

Address: _____

City, State, Zip: _____

Home Phone: _____ Cell Phone: _____ Other Phone: _____

I hereby authorize GSC, its staff and the City of Baldwin Park to engage in verbal, written, facsimile or computerized communication of information for the express purpose of determining my eligibility for services and/or for identifying services or agencies to assist me.

All pertinent records and information can be released, including those regarding past, present or future information or records that may be needed for eligibility determination, monitoring or follow up purposes. This information may include, but shall not be limited to, income records, employment information, public assistance records, educational records, credit history, health/physical status records, vocational rehabilitation assessment and other assessments or evaluations. It is my understanding that any information obtained by any agent or partner of the GSC will hold this information in strictest confidence. Further I acknowledge that any information shared will be used in my best interests and to provide ease of access to services. This agreement is time-limited to 12 months while I am receiving services and a new agreement shall be signed for services extending beyond that point.

Customer Name

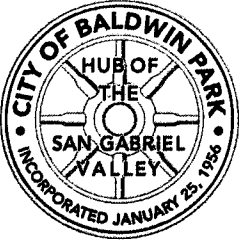
Customer Signature & Date

Witness Name & Title

Witness Signature & Date

cc: customer

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Shannon Yauchzee, Chief Executive Officer
Benjamin Martinez, Community Development Director
DATE: February 19, 2020
SUBJECT: Approval of a Memorandum of Agreement (MOA) with the Baldwin Park Business Association to Establish a Youth Employment Program

SUMMARY

The purpose of this staff report is to consider a Memorandum of Agreement (MOA) for a term of one year with the Baldwin Park Business Association (BPBA) that would establish formal cooperative relationship to implement a youth employment program.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the proposed MOA with the Baldwin Park Business Association; and
2. Authorize the Chief Executive Officer to finalize and execute the MOA.

FISCAL IMPACT

There is no immediate fiscal impact with the approval of this MOA but the city will contribute staff time and the use of city facilities.

BACKGROUND

The City of Baldwin Park has identified the need to create employment opportunities for local youth. To address this staff has begun exploring establishing a youth employment program that would target youth in the 16-18 age group. The intent of the program would be to provide valuable work experience for the participating youth, while also providing employers with needed workers. Discussions were initiated with the Baldwin Park Unified School District, Goodwill Southern California (GSC) and the Association regarding collaborating. All agreed to work together to initiate this program, which will require the execution of agreements that outline roles and responsibilities and facilitate data sharing. This MOA with the Association will follow the approval of an MOU between the City and GSC. The Association's primary role will be to recruit employers from its member that will offer employment opportunities to participating youth. The program goal is to have 200 youth participate in the first year.

ALTERNATIVES

The City Council may decide not to pursue this MOA.

ATTACHMENTS

1. Memorandum of Agreement (MOA)

Attachment 1
Memorandum of Agreement (MOA)

MEMORANDUM OF AGREEMENT

Memorandum of Agreement MOA (hereafter referred to as "MOA") is to initiate a partnership between the City of Baldwin Park a public body, corporate and politic (hereafter referred to as "City") and the Baldwin Park Business Association (hereafter referred to as "Association").

WHEREAS, this MOA is established in the spirit of cooperation by the signatory organizations in order to implement a youth employment program that will maximize resources in serving and placing eligible youth candidates into employment. The intent of this MOA is to establish the operational collaboration between the City and the Association.

WHEREAS, the parties to this MOA are the City of Baldwin Park at 14403 E. Pacific Avenue, Baldwin Park, CA 91706 and the Baldwin Park Business Association at 3100 Big Dalton Avenue, Suite 170, #263.

WHEREAS, this MOA shall become effective February 19, 2020 and terminate March 1, 2021.

1. ROLES & RESPONSIBILITIES:

- The City's Scope of Services to include:
 - Assist with the promotion of the program including the use of the city's website, local BPNOW newspaper, city events such as Concerts in the Park and the Farmers Market, billboard advertising, city related social media platforms, bus stops, the placement of informational material in city facilities and announcements at city council meetings;
 - Assist with the recruitment of employers including employers in and outside the city by providing information directly to businesses, business associations, other public entities and other city partners.
 - Cooperate in promoting program successes through public relations efforts.
- The Association's Scope of Services to Include:
 - Conduct outreach and recruitment of employers;
 - Assist with the promotion of the program through Association resources;
 - Cooperate in promoting program successes through public relations efforts.

2. CONFIDENTIALITY: Subject to any limitation imposed by law, information regarding persons served will be shared amongst signed parties. All staff of both the City and the Association will respect confidentiality of all persons served.

3. CODE OF CONDUCT: Both parties agree to uphold each other's code of conduct/ethics and maintain the highest levels of integrity when serving as a representative of their organization.

4. **AUTHORITY:** The individuals signing below have the authority to commit the party they represent to the terms of this MOA and do so commit by signing.

CITY OF BALDWIN PARK

By: _____
Shannon Yauchzee
Chief Executive Officer

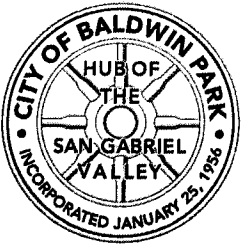
Dated: _____

THE BALDWIN PARK BUSINESS ASSOCIATION

By: _____
Froilan Mendoza, Chair

Dated: _____

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Benjamin Martinez, Director of Community Development *Bm*
DATE: February 19, 2020 *y*
SUBJECT: Consideration and Approval of the San Gabriel Valley Regional Housing Trust Joint Exercise of Powers Agreement

SUMMARY

In October 2019, Governor Gavin Newsom signed SB 751 (Rubio), legislation that allows the cities in the San Gabriel Valley and the County of Los Angeles to form the San Gabriel Valley Regional Housing Trust (SGVRHT) Joint Powers Authority (JPA). The Trust is intended to provide a stronger opportunity for San Gabriel Valley cities to attract and secure funding for supportive housing and affordable housing projects.

In order to join the SGVRHT, the City needs to execute the JPA, which sets forth the powers of the trust that the member parties would share. Any city within the San Gabriel Valley is eligible, though not required, to join by executing the agreement. Joining the trust would provide additional potential funding resources for the planning and construction of affordable housing and homeless housing projects in the City.

RECOMMENDATION

Staff recommends the City Council:

1. Authorize the City Manager and City Attorney to finalize the Joint Exercise of Powers Agreement; and
2. Authorize the Mayor to execute the San Gabriel Valley Regional Housing Trust Joint Exercise of Powers Agreement.

FISCAL IMPACT

The City will be required to pay an annual administrative fee. Based on population size, the City will be required to pay a fee of \$25,000 on an annual basis. If the City allocates its Measure H funding towards setting up a Housing Trust Fund towards the regional effort, then the first year administrative fee would be waived. There is no fiscal impact to the City during the first year.

BACKGROUND

The SGVRHT is being created to increase the availability of funding for the planning and construction of housing projects for the homeless and extremely low, very low, and low-income populations within the San Gabriel Valley. The SGVRHT will be able to receive public and private financing and funds, and will also be able to authorize and issue bonds. The SGVRHT will be governed by elected officials from the San Gabriel Valley, so they will be able to direct funding to those projects and programs that are most important to the region.

The JPA was developed by a working group of city staff from approximately seventeen cities in the San Gabriel Valley. Staff from every city was invited to these bi-weekly meetings. Before finalization, the Agreement was also circulated to city managers and city attorneys for additional comment and review. The finalized Agreement, based on input, is attached (Attachment 1).

The Agreement sets forth the powers authorized to the SGVRHT in support of its purpose of funding and financing the planning and construction of affordable housing and housing for the homeless. The Agreement also establishes the limitations on the powers of the SGVRHT. Specifically, the SGVRHT will not have the power to do the following:

- Regulate land use within the jurisdiction of any of the Parties;
- Levy, advocate for, incentivize the levying of an impact fee, charge, or other land use exaction as a condition of approval for the funding for a development project.
- Require inclusionary zoning requirements.
- Fund or otherwise approve an agreement for a housing project that is not supported by the Party
- Require the Parties to this Agreement to accept or provide any specific number of housing units as a prerequisite to joining or remaining a Party to this Agreement.

The SGVRHT will be responsible for preparing an annual audit and annual financial report to describe the funds received by the SGVRHT, the use of said funds, and how they have furthered the purpose of the SGVRHT.

The City could decide to leave the SGVRHT at the end of any fiscal year, with at least a six-month notice to the SGVRHT Board of Directors. If the City decided to leave the SGVRHT and a project was currently being funded in its jurisdiction, the City would be responsible for an exit fee associated with the cost of the SGVRHT's completion of the project. If the City were to leave and return to the SGVRHT, the City would be responsible for additional administrative fees upon its re-entry into the SGVRHT.

SGVRHT Board of Directors

The Agreement establishes that the SGVRHT shall be governed by a Board of Directors of nine Directors composed of the following members:

- Seven members from jurisdictions that are parties to the Agreement (i.e. any city or the County of Los Angeles); and
- Two members that are experts in housing or homeless policy.

The SGVRHT Board of Directors will be named by the Governing Board of the San Gabriel Valley Council of Governments (SGVCOG) for two-year terms. These criteria for the SGVRHT Board of Directors were established in the authorizing legislation.

The SGVCOG Governing Board is anticipated to use a district-based approach to appoint the seven jurisdictional members. The following districts would be used:

- Northeast District: Azusa, Claremont, Glendora, La Verne, San Dimas
- Southeast District: Covina, Diamond Bar, Industry, La Puente, Pomona, Walnut
- Central District: Baldwin Park, El Monte, Rosemead, South El Monte, Irwindale, West Covina

- Northwest District: Arcadia, Bradbury, Duarte, La Canada Flintridge, Monrovia, San Marino, Sierra Madre
- Southwest District: Alhambra, Montebello, Monterey Park, San Gabriel, South Pasadena, Temple City
- Two at-large members from any city that is a Party to the Agreement, or the County if it is a Party to the Agreement.

If only one city from a district were to join the SGVRHT, an at-large election amongst any jurisdiction that is a Party to the Agreement (including any city and the County of Los Angeles). This will help to ensure that there is regional representation amongst the parties, while also ensuring that there is adequate opportunity for every city to have representation on the Board, regardless of their district.

The SGVCOG Governing Board will develop and adopt a process by which to appoint members all members of the SGVRHT Board of Directors, including the two housing and homeless experts. At this time, the SGVCOG anticipates that the Governing Board will approve this process at its February 2020 meeting and hold elections for the SGVRHT Board of Directors at its April 2020 meeting.

Annual Administrative Fees

The Agreement establishes an annual administrative fee for Parties to the Agreement. This fee is based on population size.

Population	Administrative Fee
• Up to 30,000	\$10,000
• 30,001 – 60,000	\$15,000
• 60,001 – 100,000	\$20,000
• 100,001 – 175,000	\$25,000
• County (per district)	\$25,000

The SGVRHT will actively pursue public and other grant funding and private donations. However, there are some activities that the SGVRHT will likely undertake, i.e. fundraising, advocacy efforts that may not be eligible for these funding sources. The annual administrative fees will provide the SGVRHT with a funding source for these important activities and will also allow for consistent operations even during periods when the SGVRHT receives less outside funding.

SGVRHT Staffing

The SGVRHT will not have its own staff but will instead contract with another public entity for its core staff. The SGVRHT will also procure and hire consultants to provide additional technical support and expertise for more specialized topics. At this time, the participating cities have indicated that they intend to contract with the SGVCOG for core staffing support. The contract between the SGVRHT and the SGVCOG for core staffing would be considered and executed by the SGVRHT Board of Directors upon its seating.

Twenty-one cities in the San Gabriel Valley have indicated intent to consider joining the SGVRHT. Currently, the following cities have indicated that the SGVRHT joint powers agreement will also be considered by their city councils in the coming weeks:

- South El Monte
- La Verne
- Arcadia
- West Covina
- Baldwin Park
- Alhambra
- Claremont
- Duarte
- Covina
- Pomona
- El Monte
- Diamond Bar
- Montebello
- Diamond Bar
- San Gabriel

Currently, \$1.35 million in funding has been allocated to the SGVRHT. This seed money will be awarded to projects for the region's extremely low, very low, and low-income residents and homeless residents in cities that join the SGVRHT. In addition, it is anticipated that the SGVRHT will apply for funding from the State's Local Housing Trust Fund Grant Program. The SGVRHT would be eligible to apply for between \$500,000 - \$5,000,000 in funding through this Program. The State has indicated that the notice of funding availability (NOFA) for this program is anticipated to be released in spring 2020.

The SGVCOG Governing Board will hold elections for and appoint members to the SGVRHT Board of Directors in April 2020. The SGVRHT Board of Directors would be seated shortly thereafter. The SGVRHT Board of Directors will initially consider a process for awarding the \$1.35 million in funding available to the SGVRHT. Over the first year of its operation, the SGVRHT will also undertake a number of foundational efforts, including development of a housing pipeline, development of priorities and a strategic plan, and development of a long-term funding strategy.

LEGAL REVIEW

The City Attorney has reviewed the attached draft agreement and will work with the City Manager to finalize its form and content.

ALTERNATIVES

The City Council may decide not to approve this agreement. This action could result in the loss of affordable housing resources to the City of Baldwin Park and the ability to produce additional affordable housing opportunities to low-income families

ATTACHMENTS

1. San Gabriel Valley Regional Housing Trust Joint Exercise of Powers Agreement.

Attachment 1
San Gabriel Valley Regional Housing Trust
Joint Exercise of Powers Agreement

THE SAN GABRIEL VALLEY REGIONAL HOUSING
TRUST JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this 19th day of February 2020 (the "Effective Date"), by and between the public agencies listed in the attached Exhibit "A" (hereafter, individually, a "Party" and collectively, the "Parties").

RECITALS

- A. The Parties are authorized to take such actions that promote the public health, safety and welfare of residents.
- B. The Parties acknowledge that a shortage of affordable housing exists as a result of various causes.
- C. The Parties are committed to providing additional housing opportunities and reducing homelessness in a coordinated and comprehensive manner.
- D. The Parties acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Party.
- E. Each Party has the individual power to fund the planning and construction of affordable housing projects within its jurisdictional boundaries and to carry out all of the purposes of this Agreement.
- F. The Parties find it in their mutual interest to enter into this Agreement to provide a coordinated response to addressing shortages in workforce housing, affordable housing, and supportive housing in the San Gabriel Valley.
- G. California Government Code sections 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create a joint powers authority for the purposes cited herein, and permits such agencies to exercise jointly any power that the public agencies could exercise separately.

H. California Government Code section 6539.6 authorizes the County of Los Angeles and any of the cities within the jurisdiction of the San Gabriel Valley Council of Governments to create a joint powers agency known as the San Gabriel Valley Regional Housing Trust ("SGVRHT"), which may do any of the following:

1. fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing;
2. receive public and private financing and funds; and
3. authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by SGVRHT.

I. The Parties are establishing the SGVRHT to promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, to efficiently accelerate housing for homeless, low, very low and extremely low-income individuals and families.

J. This Agreement shall not in any way be interpreted to limit any Party's authority over land-use decisions within their respective jurisdictions, including, but not limited to, whether any project or program supported by SGVRHT is to be implemented within such Party's jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Section 1. Creation and Purpose.

- a) Creation of SGVRHT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.6 of the Government Code, there is hereby created a public entity to be known as the "San Gabriel Valley Regional Housing Trust." SGVRHT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.

- b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating SGVRHT as a public entity separate from the Parties to: (i) exercise common powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude any Party from establishing, maintaining or providing social programs or services to its respective residents as it deems proper and necessary.

Section 2. Term and Termination.

- a) Term. This Agreement shall become effective, and SGVRHT shall come into existence, on the Effective Date, which date shall be the date upon which this Agreement has been approved by four eligible members, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.
- b) Termination. This Agreement may be terminated by agreement of a majority of the Parties, but shall remain in full force and effect until all bonds or SGVRHT liabilities have been paid. Upon such liabilities being paid, the assets of SGVRHT shall be distributed to the Parties in proportion to the contributions of each Party to SGVRHT and the amounts paid by, each Party in connection with SGVRHT's activities.

Section 3. Powers and Duties of SGVRHT.

- a) General Powers. SGVRHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.6, and, except as expressly

set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of West Covina, a general city.

b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, SGVRHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

1. to make and enter into contracts;
2. to contract for staff assistance, including, but not limited to, contracting with other public agencies;
3. to sue and be sued in its own name;
4. to apply for, accept, receive and disburse grants, loans and other aids from any Federal, State or local program that is related to the purposes of this Agreement;
5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of SGVRHT, as SGVRHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
7. to incur and discharge debts, liabilities, and obligations, subject to the limitations provided in this Agreement and to the extent permitted under the law;
8. to issue and receive loans;
9. to engage the services of private consultants to render professional, financial and technical assistance and advice in carrying out the purposes of this Agreement;
10. to employ and compensate legal counsel, including bond counsel, determined appropriate by SGVRHT in the accomplishment of the purposes of this Agreement;
11. to contract for engineering, construction, architectural, accounting,

environmental, land use, or other services determined necessary or convenient by SGVRHT in connection with the accomplishment of the purposes of this Agreement;

12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
13. for the purposes of renting space for SGVRHT to operate, to lease to, and to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
14. to solicit charitable contributions from private sources;
15. to acquire, hold, or dispose of property, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
16. to partner with Parties on funding solicitations and other opportunities for the purposes set forth in this Agreement, including but not limited to jointly exercising powers with a Party pursuant to the Joint Exercise of Powers Act;
17. to the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to the SGVRHT; and
18. to carry out and enforce all the provisions of this Agreement in compliance with the Joint Exercise of Powers Act.

c) Limitation on Powers. This Agreement does not authorize SGVRHT do any of the following:

1. regulate land use within the jurisdiction of any of the Parties;

2. levy, or advocate or incentivize the levying of, any land use exaction such as an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of, a development project;
3. require inclusionary zoning requirements;
4. fund or otherwise approve an agreement for a housing project that is not supported by the Party within whose jurisdiction the project is proposed to be located; or
5. require the Parties to this Agreement to accept or provide any specific number of housing units as a prerequisite to joining or remaining a Party to this Agreement.

Section 4. Members/Affiliates.

- a) Members. The members of SGVRHT shall be the Parties to this Agreement who have not withdrawn from SGVRHT, and such other entities that may join SGVRHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Los Angeles and cities within the jurisdiction of the San Gabriel Valley Council of Governments may become members of SGVRHT.
- b) Affiliates. Entities that are eligible to be a party to this Agreement may join the SGVRHT as an affiliate. Entities that join as an affiliate are not eligible to have a member of their governing board serve on the Board of Directors or receive funding for a project within their jurisdiction until such time, if ever, they become of a Party of SGVRHT. An eligible entity may become an affiliate through written notice from the executive officer of the entity, but shall not be a Party to this Agreement.

Section 5. Board of Directors.

- a) Selection of Directors. The membership of the Board of Directors of SGVRHT shall be governed by Government Code section 6539.6 and as it may be amended. As currently provided therein, SGVRHT shall be governed by a Board of Directors selected by the San Gabriel Valley Council of

Governments Governing Board ("SGVCOG Board") consisting of nine Directors selected as follows:

1. Seven Directors who are members of the SGVCOG Board that either represent: (i) a County of Los Angeles board of supervisor district that is located wholly or partially within the territory of the San Gabriel Valley Council of Governments, provided the County of Los Angeles is a Party to this Agreement; or (ii) a city that is a Party to this Agreement.
 2. Two Directors that are experts in homeless or housing policy.
 3. Alternates for each Director position may be established by the Board of Directors under bylaws adopted by the Board of Directors; provided that such alternates meet the requirements established in Government Code section 6539.6 and as it may be amended.
- b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of SGVRHT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.
- c) Director Terms. At its first regular meeting following the Effective Date or at such other time as it determines, the SGVCOG Board shall select the Directors for the SGVRHT Board of Directors. Each Director shall serve a term of two years. At a regular SGVCOG Board meeting preceding the end of the Directors' terms by at least 15 days, the SGVCOG Board shall select new Directors or re-select current Directors for the new terms of office. There is no limit on the number of terms a Director may serve. In the event of a vacancy on the Board of Directors, the SGVCOG Board shall appoint a replacement within 60 days of such vacancy who shall serve out the remainder of term of the Director that he or she has replaced.
- d) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards should it determine in its discretion to appoint such advisory boards.

e) Compensation. Directors shall serve without compensation but may be reimbursed for any expenses actually incurred in connection with serving as a Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any SGVRHT policies or procedures governing same.

f) Meetings of the Board of Directors.

1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*
2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board of Directors may fix by resolution; a copy of such resolution shall be furnished to each Party hereto. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour, unless otherwise determined by the Board of Directors. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.
3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.
4. Quorum. A quorum is established if at least five (5) Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place or constitute a "committee of the whole" for purposes of hearing reports or other matters not requiring action by the Board of Directors. Unless otherwise provided in this Agreement, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting.

5. Minutes. The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept and present same for approval by the Board of Directors.
6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.
7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

a) Officers and Contract Staff.

1. SGVRHT may contract for officers and staff with a Party to this Agreement, the San Gabriel Valley Council of Governments or other independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of SGVRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SGVRHT's budget and are appropriated by SGVRHT therefore.
2. None of the officers, agents or staff, if any, directly contracted by SGVRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Party.
3. If SGVRHT contracts with a Party to this Agreement to provide SGVRHT

with administrative services through persons who are employees and/or officers of the Party, then any retirement liabilities associated with that Party's employees and/or officers shall not constitute a liability of SGVRHT or any other Party to this Agreement.

4. All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents or employees of a member Party shall apply to the same extent when performing duties for SGVRHT.

b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.6, the Board of Directors shall appoint an officer or employee of SGVRHT, the treasurer of a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for SGVRHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SGVRHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SGVRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of SGVRHT. The treasurer and auditor of SGVRHT shall be required to file an official bond as required by Government Code section 6505.1 with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SGVRHT.

c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to SGVRHT who shall perform such duties as may be prescribed by the Board.

Section 7. Financial Provisions

a) Fiscal Year. The Fiscal Year of SGVRHT shall, unless and until changed by the

Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SGVRHT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

b) Budget.

1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of the membership of the Board of Directors.
2. Expenditures for the Approved Budget. The payment of all SGVRHT obligations is limited to the amount of appropriations allowed in SGVRHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

c) Contributions by the Parties.

1. Administrative Cost Contributions. The Parties agree that they shall make annual contributions ("Administrative Fee") towards the budgeted administrative costs of SGVRHT in accordance with a cost allocation formula as outlined below:

Population	Annual Administrative Fee
Up to 30,000	\$10,000
30,001 – 60,000	\$15,000
60,001 – 100,000	\$20,000
100,001 – 175,000	\$25,000
County (per district)	\$25,000

Affiliate Membership

Population	Annual Administrative Fee
Up to 30,000	\$2,000
30,001 – 60,000	\$3,000
60,001 – 100,000	\$4,000
00,001 – 175,000	\$5,000

The Administrative Fee and Affiliate Fee (collectively, "Fees") shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the SGVRHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to SGVRHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. If a Party has received funding through the County Measure H Program and allocates that funding to support the start-up and operations of the SGVRHT, the funding will be credited towards the Party's first year Administrative Fee only. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.

2. Program Cost Contributions. In addition to a Party's annual Administrative Fee set forth above, the level of, and mechanism for involvement by SGVRHT or a Party to any particular programs and program budget, funded, sponsored or operated by SGVRHT, shall be determined and approved by the Board of Directors.

d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all SGVRHT funds and accounts and report of all SGVRHT receipts and disbursements. Without limiting the generality of the foregoing, SGVRHT shall establish and maintain such funds and accounts as may be required by good

government accounting practice. The books and records of SGVRHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.

2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for SGVRHT shall cause an annual independent audit of the accounts and records of SGVRHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.
 3. Annual Financial Report. Pursuant to section 6539.6 of the Government Code, SGVRHT shall publish an Annual Financial Report that shall describe the funds received by SGVRHT and the use of such funds by SGVRHT. The Annual Financial Report shall describe how the funds received by SGVRHT have furthered the purpose of SGVRHT.
- e) Funds. Subject to the applicable provisions of any instrument or agreement which SGVRHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse SGVRHT funds, the person appointed by the Board of Directors to perform the treasurer function for SGVRHT shall receive, have the custody of and disburse SGVRHT funds in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments.

Unless otherwise specifically provided herein, this Agreement may not be amended or modified except by writing and with approval of two-thirds of the governing bodies of all the Parties and no other amendment or modification shall be of any force and effect unless approved in accordance with this Agreement.

Section 9. Non-Liability for Obligations of SGVRHT.

The debts, liabilities and obligations of SGVRHT shall not be considered the debts, liabilities or obligations of any Party or its respective officers, agents, employees,

representatives or volunteers.

- a) Indemnification. The SGVRHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with SGVRHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SGVRHT. The SGVRHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The SGVRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the SGVRHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SGVRHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with SGVRHT in good faith to negotiate alternative means or mechanisms by which SGVRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive SGVRHT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless SGVRHT for any Unfunded Liability.
- b) Assignment. Each Party shall assign to the SGVRHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the SGVRHT has met its obligations to defend and indemnify such Party pursuant to this Section.
- c) Survival. SGVRHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this

Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Admission and Withdrawal of Parties.

- a) Admission of New Parties. It is recognized that additional eligible entities other than the Parties, may wish to join SGVRHT after the Effective Date. Such eligible entities may become a Party to this Agreement upon such terms and conditions as are established by this Agreement and the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays, a late joining fee. The late joining fee shall be calculated by totaling the annual affiliate fee the eligible entity would have paid under this Agreement had it been an affiliate in all years prior to becoming a Party, minus any affiliate fees it actually paid during those years. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from SGVRHT.
- b) Withdrawal from SGVRHT. A Party may withdraw from SGVRHT upon its governing board's adoption of a resolution stating its intent withdraw from SGVRHT. The withdrawal of any Party, unless otherwise provided by the Board of Directors, shall be conditioned as follows:
1. The withdrawal shall be effective at the end of the SGVRHT fiscal year which is at least six months after the receipt by SGVRHT of a written notice of the Party's intent to withdraw, accompanied by a copy of the governing board resolution stating its intent to withdraw; and
 2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of the withdrawing Party's rights and claims relating to distribution of property and funds upon termination of SGVRHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Administrative Fees.

Section 11. Notices.

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed at the addresses set forth in the attached Exhibit "A", or to such other address as may be designated to SGVRHT for formal notice.

Section 12. Miscellaneous.

- a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
- b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.
- e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers, as follows:

CITY OF BALDWIN PARK

By: _____
Manuel Lozano
Mayor

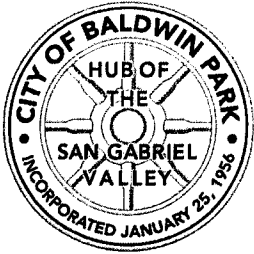
Dated: _____

EXHIBIT A

Parties to This Agreement and Their Addresses for Notice
Pursuant to Section 11 of This Agreement Are as Follows:

City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706
ATTN: Carol Averell, Housing Manager

San Gabriel Valley Regional Housing
Joint Powers Authority
1000 S. Fremont Avenue
Alhambra, CA 91803

STAFF REPORT

TO: Honorable Mayor and City Councilmembers
 FROM: Shannon Yauchzee, Chief Executive Officer
 Robert Tafoya, City Attorney
 Benjamin Martinez, Community Development Director
 DATE: February 19, 2020
 SUBJECT: Ratify the Retention of Attorney Services

SUMMARY

It is recommended that City Council ratify the retention of the following firms to provide legal advice, representation, negotiations and investigations in the following areas/matters:

Area/Matter

Municipal Code Compliance
 Municipal Code Compliance
 Legal Representation
 Eminent Domain/Affordable Housing
 Housing Authority/Affordable Housing

Legal Firm

Richards Watson Gershon
 Jones & Mayer
 Dapeer, Rosenblit & Litvak, LLP
 Christensen & Spath LLP
 Goldfarb & Lipman LLP

RECOMMENDATION

Staff recommends that the City Council:

1. Ratify the retention of the above-listed firms; and
2. Direct the City Attorney to draft standard retention agreements with these firms; and
3. Authorize the Mayor and City Clerk to execute said agreements 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 the above-listed firms will depend upon the amount of time spent on legal matters at the following billing rates for each firm:

Richards, Watson & Gershon

Shareholder \$275.00/hr.
 Senior Attorneys \$230.00/hr.
 Associates \$230.00/hr.
 Paralegals \$175.00/hr.

Jones & Mayer

Special Counsel \$200.00/hr.
 Law Clerk \$125.00/hr.
 Paralegal \$125.00/hr.

Dapeer, Rosenblit & Litvak, LLP

Special Counsel \$275.00/hr.
 Paralegal \$125.00/hr.

Christensen & Spath LLP

Partners \$300.00/hr.
 Associates \$225.00/hr.
 Law Clerks \$100.00/hr.

Goldfarb & Lipman LLP

Partners \$320.00/hr.
 Senior Counsel \$290.00/hr.
 Associates \$240.00/hr.
 Law Clerk \$185.00/hr.

BACKGROUND

The City is obligated to retain special legal counsel in matters that require specific expertise and/or the focused attention of legal counsel on a specific matter. In some cases, conflicts apply and in others it is required to have separate legal counsel due to the type of litigation. Staff informally requested qualifications from firms in these matters. In reference to these matters, the City is in need of special legal counsels that are experienced in eminent domain (the public taking of private property), affordable housing, housing authority and municipal code compliance.

ALTERNATIVES

The alternative is to not contract with these firms and choose alternate firm(s). However, these firms are experts in their respective areas of expertise and have provided successful legal work for other cities with similar cases. In addition, many of the cases that are assigned are very time sensitive.

LEGAL REVIEW

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

ATTACHMENTS

Not Applicable.

STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Ben Martinez, Community Development Director *BM*

PREPARED BY: Ron Garcia, City Planner *RGH*

DATE: February 19, 2020 *my*

SUBJECT: Consideration of Adoption an Extension of an Existing Citywide Moratorium on New and the Expansion of Existing Massage Establishments

SUMMARY

This report requests City Council adoption of Ordinance 1450 extending the existing ordinance placing a City-wide moratorium on the establishment of new and expansion of existing massage businesses. A four-fifths (4/5) vote is required for approval of this ordinance (Government Code 65858(b)).

RECOMMENDATION

Staff recommends following the public hearing the City Council adopt:

1. **Attachment #2** entitled "REPORT OF MEASURES TAKEN TO ALLEVIATE THE CONDITIONS THAT LED TO THE ADOPTION OF ORDINANCE 1448"; and
2. **Ordinance 1450** entitled "AN INTERIM ORDINANCE OF THE CITY OF BALDWIN PARK, EXTENDING A CITYWIDE MORATORIUM ON THE ESTABLISHMENT OF NEW AND THE EXPANSION OF EXISTING MASSAGE BUSINESSES".

NOTICING REQUIREMENTS

Pursuant to Government Code Section 65090, a Notice of Public Hearing was posted at City Hall, Esther Snyder Community Center and Barnes Park on January 30, 2020.

FISACAL IMPACT

There is no fiscal impact associated with this item.

BACKGROUND/DISCUSSION

At the January 15, 2020, City Council Meeting, the City Council adopted an urgency ordinance (Ordinance 1448), which placed a 45 day city-wide moratorium on the establishment of new and expansion of existing massage establishments. This request was a result of changes to State Law (AB 1147), which re-established local governments ability to regulate massage businesses. Prior to adoption of this State Law, AB 619 required that local governments regulate these establishments and classify them the same as other professional services such as medical offices.

The purpose of this report is to request City Council approval to extend the moratorium for an additional 10 months and 15 days, per California Government Code Section 65858 which allows an extension for that time period. Staff believes the extension of time is warranted and will enable staff to draft an ordinance for Council's consideration as the City's current Municipal Code does not have any performance/development standards or specific criteria to regulate massage establishments.

Although the initial Urgency Ordinance is in effect for only 45-days (expiring on March 1, 2020), in reality, staff has only had approximately 30 calendar days to research and review the information related to massage establishments. As a result, staff is requesting the City Council extend the moratorium on the establishment of massage facilities. That extension will enable staff to collect, analyze data, and draft a massage establishment ordinance.

As stated in Government Code Section 65858, at least 10 days prior to the expiration of the initial 45 day moratorium, the City Council is required to issue a written report (Attachment #2) describing the measures taken to alleviate the conditions that led to the adoption of the ordinance. While staff has obtained a number of reports, and ordinances which related to massage establishments, in order to thoroughly study the material and establish appropriate mechanisms to address any concerns related to massage establishments, staff intends to study:

- 1) The concentration of all types of existing massage establishments in the City to determine if an over-concentration of massage establishments exists and if a conditional use permit should be required; and
- 2) Specific development standards for massage establishments, including, but not limited to, separation standards, hours of operations, prohibited conduct, and minimum building requirements.

Therefore, staff is requesting the extension of the urgency ordinance, which would protect the public safety, health, and welfare from any future negative impacts associated from the creation of any type of massage establishment.

If adopted by 4/5 vote of the City Council, then this extension would prevent massage facilities/establishments to be located throughout the city for an additional 10 months and 15 days.

LEGAL REVIEW

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

ALTERNATIVES

Should the City Council choose not to adopt the extension of the moratorium, the City would be in conflict with State Law and have no development standards to regulate any massage establishments.

ATTACHMENT

- #1. Ordinance 1448, adopted on January 15, 2020
 - #2. Report identifying measures taken
 - #3. Ordinance 1450
-

**ATTACHMENT #1
ORDINANCE 1448,
ADOPTED ON JANUARY 15, 2020**

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.

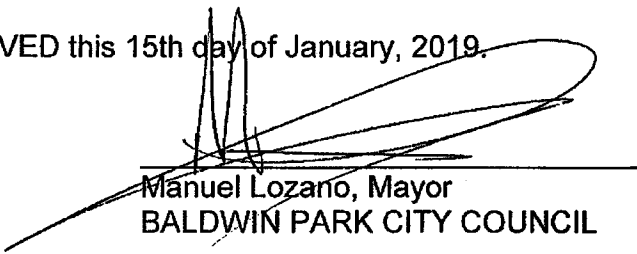
SECTION 7. The City Council on the basis of the whole record and exercising independent judgment finds that this Interim Urgency Ordinance is not subject to

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)

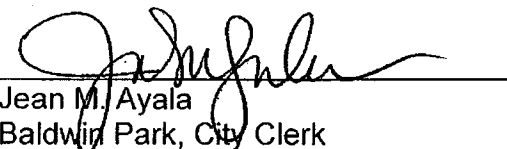
I, Jean M. Ayala, City Clerk, of the City of Baldwin Park, do hereby certify that the foregoing Ordinance 1448 was adopted as an urgency matter at a regular meeting of the City Council held January 15, 2019, by the following vote of the Council:

AYES: COUNCILMEMBERS: Avila, Garcia, Hernandez, Lozano,

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Pacheco

ABSTAIN: COUNCILMEMBERS: None


Jean M. Ayala
Baldwin Park, City Clerk

ATTACHMENT #2
REPORT IDENTIFYING MEASURES TAKEN

REPORT OF MEASURES TAKEN TO ALLEVIATE THE CONDITIONS THAT LED TO THE ADOPTION OF ORDINANCE 1448

Since the adoption of Ordinance 1448, which established an urgency moratorium on the establishment of new and expansion of existing massage establishments, the City has taken steps to obtain a variety of studies, ordinances, and reports related to massage establishments, including:

- 1) Surrounding cities ordinances that have development standards specific to massage uses.
- 2) Police Department data on existing establishments within the City of Baldwin Park.
- 3) Business License data on existing establishments within the City of Baldwin Park.

The continued gathering of information and the study of the variety of documents, particularly other cities' development standards, will allow planning staff to review and consider any impacts of massage establishments resulting in the possible establishment of appropriate mechanisms to mitigate any potential impacts.

ATTACHMENT #3
ORDINANCE 1450

ORDINANCE NO. 1450

AN INTERIM URGENCY ORDINANCE OF THE CITY OF
BALDWIN PARK EXTENDING 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, 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 allow cities to 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, a number of which have been found in violation of the law, 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.

WHEREAS, on January 15, 2020 the City Council of the City of Baldwin Park adopted Ordinance 1448, enacting a moratorium prohibiting the establishment of new and the expansion of massage establishments within the City of Baldwin park; and

WHEREAS, on February 19, 2020, the City Council conducted a public hearing, notice of which was given pursuant to Government Code Section 65090, on the potential extension of the moratorium imposed by Ordinance 1448 and Ordinance 1450 was adopted extending the moratorium until January 15, 2021

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.

SECTION 4. City staff has initiated a study of 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. Staff has prepared a report available ten days before February 19, 2020 studying options with respect to the operations and regulations of massage establishments and said study is incorporated into this Ordinance be reference.

SECTION 6. This ordinance is an interim urgency ordinance and shall take effect immediately. This is an interim urgency ordinance adopted pursuant to Section 65858 of the Government Code and shall expire ten months and fifteen days after the date hereof (January 15, 2021).

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.

APPROVED, PASSED, AND ADOPTED this 19th day of February, 2020.

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 1450** was adopted as an urgency matter at a regular meeting of the City Council held February 19, 2020, by the following vote of the Council:

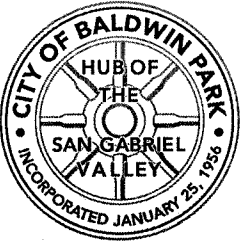
AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Jean M. Ayala
Baldwin Park, City Clerk

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 (R) m

DATE: February 19, 2020

SUBJECT: Treasurer's Report – December 2019

SUMMARY

Attached is the Treasurer's Report for the month of December 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 the Board receive and file the Treasurer's Report for December 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

Attachment 1
Exhibit "A" Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
12/31/2020

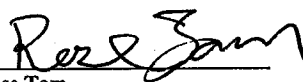
INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	2.04%	Varies	Varies	\$ 26,892,507.97	\$ 26,892,507.97	\$ 26,892,507.97	\$ 26,892,507.97
Housing Authority	2.04%	Varies	Varies	13,827.25	13,827.25	13,827.25	13,827.25
				<u>26,906,335.22</u>	<u>26,906,335.22</u>	<u>26,906,335.22</u>	<u>26,906,335.22</u>
<u>Certificate of Deposit</u>							
Citibank National Association (Mutual Securities)	2.65%	1/25/2019	1/25/2021	250,000.00	250,000.00	250,000.00	262,600.00
Goldman Sachs Bk USA NY (Mutual Securities)	2.25%	1/24/2018	1/24/2020	250,000.00	250,000.00	250,000.00	250,102.50
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	250,102.50
Morgan Stanley Bank N A Utah (Cantella)	2.64%	4/19/2018	4/20/2020	250,000.00	250,000.00	250,000.00	250,757.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	253,365.00
				<u>1,250,000.00</u>	<u>1,250,000.00</u>	<u>1,250,000.00</u>	<u>1,256,927.50</u>
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,633,620.26	6,633,620.26	6,633,620.26	6,633,620.26
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	20,504.86	20,504.86	20,504.86	20,504.86
				<u>6,654,125.12</u>	<u>6,654,125.12</u>	<u>6,654,125.12</u>	<u>6,654,125.12</u>
				<u>\$ 34,810,460.34</u>	<u>\$ 34,810,460.34</u>	<u>\$ 34,810,460.34</u>	<u>\$ 34,817,387.84</u>
Total Investments						\$ 34,810,460.34	
<u>Cash with Bank of the West</u>							
City Checking						4,372,429.66	
Money Market Plus						133,281.16	
City Miscellaneous Cash						565,679.95	
Successor Agency						409,963.01	
Housing Authority						272,147.25	
Financing Authority						11,700.00	
Total Cash with Bank of the West						5,765,201.03	
Investment Brokerage Capita Reserves (Dividend Option Cash)						7,215.13	
Total Cash and Investments						\$ <u>40,582,876.50</u>	

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 December 2019 and several deposits/withdrawals were made through the Local Agency Investment Fund.

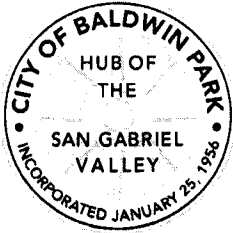
In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months that all investments are in compliance to the City's Statement of Investment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

Approved by:



Rose Tam
Director of Finance

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Lourdes Morales, Chief Deputy City Clerk *LM*
DATE: February 19, 2020 *RM*
SUBJECT: Review of Commission Applications and Consideration of Appointments/Reappointments to Fill the Scheduled Vacancies for the Planning Commission

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

Exhibit “A”

Commission Applications

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 14 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 CHRISTOPHER SHERZ
Residence Address _____
Length of time at this Address: 3 E-mail address: _____
Home Phone No. 626 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? ☒ G.E.D.? ☐

Name and Location of College or University	Course of Study	Degree
<u>Arizona State University</u>	<u>History</u>	<u>B.A.</u>

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer(s)	Position Title	Dates of Employment
<u>Leegin Creative</u>	<u>Account Specialist</u>	<u>Jan 2015 - Present</u>

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.
<u>Jesus Saenz</u>		
<u>Gonzalo Vasquez</u>		

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.

Date 6-14-18

Signature [Signature]

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

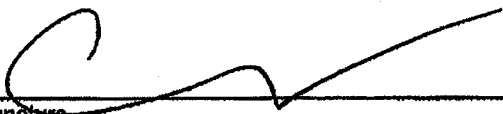
STATEMENT OF QUALIFICATIONS:

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.

Handwritten:

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,

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line that extends to the right and then curves back down to the baseline.

Christopher Saenz

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 28 2018 *SM*

CITY OF BALDWIN PARK
CITY CLERKS DEPARTMENT

APPLICATION IS FOR THE FOLLOWING COMMISSION: _____
(A separate application is required for each commission)

Planning Commission

PERSONAL INFORMATION:

Name Edith Flores Ruiz

Residence Address _____

Length of time at this Address: 12yrs

E-mail address: _____

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.
Maroo 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 S. 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

RECEIVED

JUN 28 2018

CITY OF BALDWIN PARK
CITY CLERKS 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
<u>CSU, NORTHridge</u>	<u>ELECTRICAL ENGR</u>	<u>PENDING</u>

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer(s)	Position Title	Dates of Employment
<u>CITY OF BALDWIN PARK</u>	<u>PLANNING COMM</u>	<u>APR 2011 - PRESENT</u>
<u>SELF EMPLOYED</u>	<u>BOOKKEEPER</u>	<u>NOV 2012 - PRESENT</u>

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.
<u>LILIA MACIEL</u>	_____	_____
<u>MARCUS DHUNWATER</u>	_____	_____

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.

Date

Signature

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 MACIEL 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

25204

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

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

JAN 22 2019

CITY OF BALDWIN PARK
CITY CLERKS DEPARTMENT

APPLICATION IS FOR THE FOLLOWING COMMISSION: _____
(A separate application is required for each commission)

Planning

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
<u>Los Angeles Trade Technical College</u>	<u>Business Administration</u>	<u>No</u>
<u>East Los Angeles Community College</u>	<u>Business Administration</u>	<u>No</u>

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer(s)	Position Title	Dates of Employment
<u>S.C.P.M.G. 1011 Baldwin Park Blvd., B.P., CA 91706</u>	<u>Project Manager</u>	<u>9/23/1983 to Present</u>

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.
<u>Teri G. Muse</u>		
<u>Andrew Carlos Morales</u>		

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.

Date

January 17, 2019

Signature

Charles Garcia

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 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

Signature

Marlen Garcia

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

JAN 29 2018

CITY OF BALDWIN PARK
CITY CLERKS DEPARTMENTPLEASE ATTACH A
CURRENT COPY OF
A UTILITY BILL AND
A COPY OF YOUR
PHOTO IDCITY OF BALDWIN PARK
APPLICATION FOR CITY COMMISSION
And
STATEMENT OF QUALIFICATIONSAPPLICATION 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: 4 mms 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.? no

Name and Location of College or University	Course of Study	Degree
DeVry University, Bismarck	Data & Network Communications	Bachelors
USC Sol Price School	Public Policy	Masters

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer(s)	Position Title	Dates of Employment
Clones Inc. Ocal	Data & Systems Analyst	2/18 - 1/19
Homeland Security	Supervisor	11/06 - 03/17

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.
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.

Date

Signature

Do Not Write Below this Line For City Use Only

Residency verification: ☐ Yes ☐ No Date: _____Voter Registration Verification: ☐ Yes ☐ NoResidency verification: ☐ Yes ☐ No Date: _____

Appointment date: _____

Residency verification: ☐ Yes ☐ No Date: _____

Term expires: _____

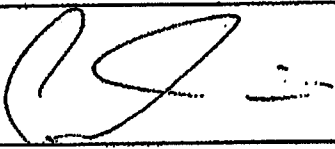
Name: Christopher Garrido Commission Requested: Planning

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

RECEIVED

JUL 31 2019

CITY OF BALDWIN PARK
CITY CLERKS DEPARTMENTPLEASE ATTACH A
CURRENT COPY OF
A UTILITY BILL AND
A COPY OF YOUR
PHOTO IDCITY OF BALDWIN PARK
APPLICATION FOR CITY COMMISSION
And
STATEMENT OF QUALIFICATIONSAPPLICATION 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
<u>USC - university of southern cal</u> <u>LA CA 90089</u>	<u>social science / communic.</u>	<u>BA</u>

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer(s)	Position Title	Dates of Employment
<u>innovative artists</u> <u>1505 10th st. santa monica</u>	<u>tv commercial actor</u> <u>voiceovers</u>	<u>1995 to present</u>

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.
<u>deborah viana</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>jaimie casas</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

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.

7-30-19Edwin Borques

Date

Signature

Do Not Write Below this Line - For City Use Only

Residency verification: ☐ Yes ☐ No Date: Voter Registration Verification: ☐ Yes ☐ NoResidency verification: ☐ Yes ☐ No Date: Appointment date: Residency verification: ☐ Yes ☐ No 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

Ed S Borh

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 31 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: _____
(A separate application is required for each commission)

PLANNING

PERSONAL INFORMATION:

Name GUSTAVO CUATRECASAS
Residence Address _____
Length of time at this Address: _____ 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? 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 (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.
MARGO NAGAR	_____	_____
JOSE PAREZ	_____	_____

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:

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.

Date

7/30/19

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 GUSTAVO CUADRA Commission Requested: PLANNING

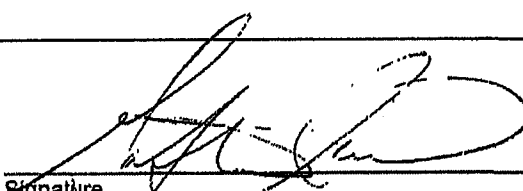
STATEMENT OF QUALIFICATIONS:

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
<u>AZUSA PACIFIC UNIVERSITY</u>	<u>EDUCATION, PSYCHOLOGY</u>	<u>MASTER</u>

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer(s)	Position Title	Dates of Employment
<u>EL MONTE CITY SCHOOL DISTRICT</u>	<u>CD INSTRUCTOR</u>	<u>2002 - CURRENT</u>

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.
<u>JOHN AYALA</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>TATIANA RIOS</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

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.

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: NANCY G. LOZANO Commission Requested: Planning

STATEMENT OF QUALIFICATIONS:

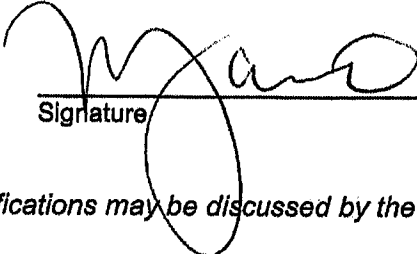
Use this space to list your goals and objectives and why you feel you should be appointed to the commission for which you are applying. Please include any additional information you feel will be beneficial to the Council in consideration of your appointment to this commission.

AS A RESIDENT OF THE CITY OF BALDWIN PARK, 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.

Exhibit “B”
Current Roster of Commission Members

ROSTER OF COMMISSION MEMBERS

Planning Commission Secretary: Ron Garcia	Recreation/Community Services Commission Secretary: Teresa Alexander	Housing Commission Secretary: Michelle Bravo	Personnel Commission Secretary: Laura Thomas
Office #1 – Edwin Borques Appointed: 12/04/19 Expires: 6/30/2021 Office #3 – Christopher Saenz Appointed: 12/04/19 Expires: 6/30/2021 Office #5 – Edith Flores Appointed: 12/04/19 Expires: 6/30/2021	Office #2 – Dawn Cervantes – Pending Background Appointed: 12/04/19 Expires: 06/30/21 Office #4 – Jo Ann Watkins Appointed: 12/04/19 Expires: 06/30/21 Office #6 – Dawn Cervantes – Pending Background Appointed: 12/04/19 Expires: 06/30/21 Office #8 Baldwin Park High – Vacant Office #7 Sierra Vista High – Vacant Office #8 North Park High – Vacant	Office #1 – VACANT Office #2 – VACANT Office #3 – VACANT Office #4 – VACANT Office #5 – VACANT Office #6 – VACANT Office #7 – VACANT	Office #1 – VACANT Office #2 – VACANT Office #3 – VACANT Office #4 – VACANT 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.

Exhibit "C"

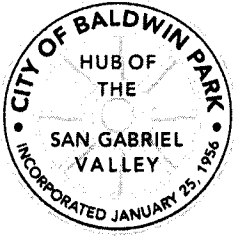
**Roster of Commission Members prior to
12/4/19**

ROSTER OF COMMISSION MEMBERS

Planning Commission Secretary: Ron Garcia	Recreation/Community Services Commission Secretary: Teresa Alexander	Housing Commission Secretary: Michelle Bravo	Personnel Commission Secretary: Laura Thomas
Office #1 – Edwin Borques Appointed: 10/04/17 Office #3 – Christopher Saenz Appointed: 10/04/17 Expires: 6/30/2021 Office #4 – Christopher Garrido Appointed: 7/17/18 Expires: 6/30/2021 Office #5 – Edith Flores Appointed: 10/04/17 Expires: 6/30/2021	Office #1 – VACANT Office #2 – Deanna Coronado Robles Appointed: 11/15/17 Expires: 06/30/19 Office #3 – VACANT Office #4 – Jo Ann Watkins Appointed: 11/15/17 Expires: 06/30/19 Office #5 – VACANT Office #6 Baldwin Park High – VACANT Office #7 Sierra Vista High – VACANT Office #8 North Park High – VACANT	Office #1 – VACANT Office #2 – VACANT Office #3 – VACANT Office #4 – VACANT Office #5 – VACANT Office #6 – VACANT Office #7 – VACANT	Office #1 – VACANT Office #2 – VACANT Office #3 – VACANT Office #4 – VACANT 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.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Shannon Yauchzee, CEO
 Lourdes Morales, Chief Deputy City Clerk
DATE: February 19, 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

Attachment 1
Mayor Pro Tempore Roster



**CITY OF BALDWIN PARK
ROSTER OF MAYORS AND MAYOR PRO TEM'S**

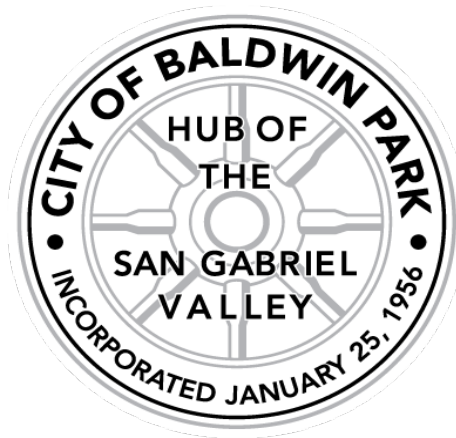
MAYOR	APPOINTED	MAYOR PRO TEM	APPOINTED
Henry J. Littlejohn	January 25, 1956	Lynn H. Cole	January 1956
Hub H. Bloxham	April 17, 1956 to March 4, 1957	Henry J. Littlejohn	April 1956
Henry J. Littlejohn	June 3, 1957	Lynn H. Cole	June 1957
Lynn H. Cole	April 15, 1958	Henry J. Littlejohn	April 1958
Lynn 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 Leo W. King	April 1980 April 1981
Jack B. White	April 13, 1982	Bobbie W. Izell Robert H. McNeill	April 1982 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 (Recalled 3/31/87)		Richard Gibson Richard Gibson	April 1986 April 1987
Leo W. King	July 21, 1987	Bobbie W. Izell	August 1987
Leo W. King (Resigned 12/2/89)	April 19, 1988	Julia S. McNeill Bette L. Lowes	April 1988 April 1989
Bette L. Lowes	April 17, 1990	Julia S. McNeill Julia S. McNeill	April 1990 April 1991
Fidel A. Vargas	April 21, 1992	Martin Gallegos Martin Gallegos	April 1992 April 1993
Fidel A. Vargas	April 14, 1994	Raul Martinez Raul Martinez Teri Muse	April 1994 April 1995 April 1996
Bette Lowes	March 4, 1997	Teri Muse Manuel Lozano	March 1997 March 1998
Manuel Lozano	March 2, 1999	Wm. "Bill" Van Cleave Ricardo Pacheco	March 1999 March 2000
Manuel Lozano	March 6, 2001	Linda Gair Marlen Garcia	March 2001 March 2002
Manuel Lozano	March 4, 2003	Wm. "Bill" Van Cleave Ricardo Pacheco	March 2003 *March 2004 to December 2005 *Term extended due to change in election date from March to November of Odd years
Manuel Lozano	November 8, 2005	David J. Olivas Marlen Garcia	December 21, 2005 December 6, 2006
Manuel Lozano	November 6, 2007	Anthony J. Bejarano Monica Garcia	December 5, 2007 December 17, 2008
Manuel Lozano	November 3, 2009	Ricardo Pacheco Marlen Garcia	December 16, 2009 December 1, 2010
Manuel Lozano	November 8, 2011	Susan Rubio Monica Garcia	December 7, 2011 December 5, 2012
Manuel Lozano	November 5, 2013	Ricardo Pacheco Cruz Baca	December 4, 2013 December 3, 2014
Manuel Lozano	November 3, 2015	Monica Garcia Susan Rubio	December 16, 2015 December 7, 2016
Manuel Lozano	November 3, 2015 (election moved to even # of years)	Ricardo Pacheco Monica Garcia	December 6, 2017 December 4, 2018
Manuel Lozano			January 15, 2020

AGENDA
BALDWIN PARK
FINANCE AUTHORITY

FEBRUARY 19, 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

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COMENTARIOS DEL PUBLICO

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**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

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CONSENT CALENDAR

1. Treasurer's Report – December 2019

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

ADJOURNMENT

CERTIFICATION

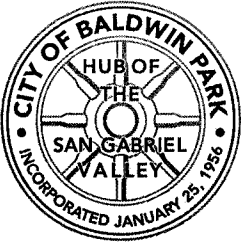
I, Lourdes Morales, Chief Deputy Secretary of the Finance Authority hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 13th day of February, 2020.



Lourdes Morales,
Chief Deputy City Clerk

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STAFF REPORT

TO: Honorable Chair and Board Members of the Financing Authority

FROM: Rose Tam, Director of Finance *RT*

DATE: February 19, 2020

SUBJECT: Treasurer's Report – December 2019

SUMMARY

Attached is the Treasurer's Report for the month of December 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 the Board receive and file the Treasurer's Report for December 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

Exhibit “A”
Treasurer’s Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
12/31/2020

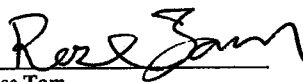
INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	2.04%	Varies	Varies	\$ 26,892,507.97	\$ 26,892,507.97	\$ 26,892,507.97	\$ 26,892,507.97
Housing Authority	2.04%	Varies	Varies	13,827.25	13,827.25	13,827.25	13,827.25
				<u>26,906,335.22</u>	<u>26,906,335.22</u>	<u>26,906,335.22</u>	<u>26,906,335.22</u>
<u>Certificate of Deposit</u>							
Citibank National Association (Mutual Securities)	2.65%	1/25/2019	1/25/2021	250,000.00	250,000.00	250,000.00	252,600.00
Goldman Sachs Bk USA NY (Mutual Securities)	2.25%	1/24/2018	1/24/2020	250,000.00	250,000.00	250,000.00	250,102.50
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	250,102.50
Morgan Stanley Bank N A Utah (Cantella)	2.64%	4/19/2018	4/20/2020	250,000.00	250,000.00	250,000.00	250,757.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	253,365.00
				<u>1,250,000.00</u>	<u>1,250,000.00</u>	<u>1,250,000.00</u>	<u>1,256,927.50</u>
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,633,620.26	6,633,620.26	6,633,620.26	6,633,620.26
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	20,504.86	20,504.86	20,504.86	20,504.86
				<u>6,654,125.12</u>	<u>6,654,125.12</u>	<u>6,654,125.12</u>	<u>6,654,125.12</u>
				<u>\$ 34,810,460.34</u>	<u>\$ 34,810,460.34</u>	<u>\$ 34,810,460.34</u>	<u>\$ 34,817,387.84</u>
Total Investments						\$ 34,810,460.34	
<u>Cash with Bank of the West</u>							
City Checking						4,372,429.66	
Money Market Plus						133,281.16	
City Miscellaneous Cash						565,679.95	
Successor Agency						409,963.01	
Housing Authority						272,147.25	
Financing Authority						11,700.00	
Total Cash with Bank of the West						5,765,201.03	
Investment Brokerage Capita Reserves (Dividend Option Cash)						7,215.13	
Total Cash and Investments						\$ <u>40,582,876.50</u>	

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 December 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.

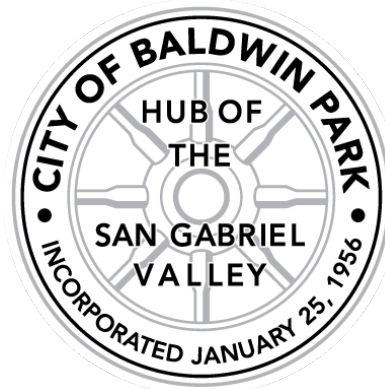
Approved by:


Rose Tam
Director of Finance

AGENDA
BALDWIN PARK
HOUSING AUTHORITY

FEBRUARY 19, 2020
7:00 PM

REGULAR MEETING
COUNCIL CHAMBER
14403 E. PACIFIC AVENUE
BALDWIN PARK, CA 91706
(626) 960-4011



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**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**

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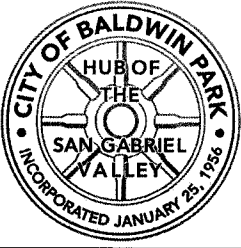
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FISCAL IMPACT

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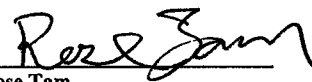
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