

CITY COUNCIL
SPECIAL MEETING

Agenda

September 06, 2023, 6:00 PM



Mayor
Mayor Pro Tem
Councilmember
Councilmember
Councilmember

Emmanuel J. Estrada
Monica Garcia
Alejandra Avila
Jean M. Ayala
Daniel Damian

Welcome to your City Council Meeting

We welcome your interest and involvement in the City's legislative process. This agenda includes information about topics coming before the City Council and the action recommended by city staff. You can read about each topic in the staff reports, which are available on the city's website and in the Office of the City Clerk.

Please note that, in the event of a technical issue causing a disruption in the call-in option or internet-based option, the meeting will continue unless otherwise required by law, such as when a Board Member is attending the meeting virtually pursuant to certain provisions of the Brown Act.

Electronic devices are to be turned off while meetings are in session.

How to watch

The City of Baldwin Park provides two ways to watch a City Council meeting:

In Person



Most City Council meetings take place at City Hall, 14403 E. Pacific Ave., Baldwin Park, CA 91706

Online



Audio streaming will be available at

https://www.youtube.com/channel/UCFLZ0_dDFRjv59rhiDZ13Fq/featured?view_as=subscriber
http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10

Reasonable Accommodations

Individuals with disabilities may request an agenda packet in appropriate alternative formats as required by the Americans with Disability Act of 1990. Reasonable accommodations and auxiliary aids will be provided to effectively allow participation in the meeting. In compliance with the ADA, if you need special assistance for the meeting, please contact the City Clerk's Office at (626) 960-4011 ext. 466 or squinones@baldwinpark.com, within 24 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.

Public Comments

The public is encouraged to address the City Council or any of its Agencies listed on this agenda on any matter posted on the agenda or on any other matter within its jurisdiction. In accordance with Chapter 39 of the Baldwin Park Municipal Code, Speakers must address the Council as a whole and refrain from making impertinent, slanderous, or profane remarks or disrupt the peace of the meeting. Speaker cards are available at the podium and by request with the City Clerk.

Public Communication

There is a three-minute speaking time limit. This is the time set aside to address the City Council. Please notify the City Clerk if you require the services of an interpreter. No Action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The legislative body or its staff may: 1) Briefly respond to statements made or questions asked by persons; or 2) Direct staff to investigate and/or schedule matters for consideration at a future meeting. [Government Code §54954.2] If you wish to comment on agenda items and are unable to physically appear in person, please email your name, place of residence, item number or topic and a phone number where you will be available between the hours of 7:00 PM during City Council Meetings to comments@baldwinpark.com.

RECESS CLOSED SESSION

- ## ADJOURNMENT

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CITY COUNCIL
REGULAR MEETING

Agenda

September 06, 2023, 7:00 PM



Mayor
Mayor Pro Tem
Councilmember
Councilmember
Councilmember

Emmanuel J. Estrada
Monica Garcia
Alejandra Avila
Jean M. Ayala
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Notice Regarding California Environmental Quality Act (CEQA) Determinations

Pursuant to CEQA, a "project" is defined as a "whole action" subject to a public agency's discretionary funding or approval that has the potential to either (1) cause a direct physical change in the environment or (2) cause a reasonably foreseeable indirect physical change in the environment. "Projects" include discretionary activity by a public agency, a

private activity that receives any public funding, or activities that involve the public agency's issuance of a discretionary approval and is not statutorily or categorically exempt from CEQA. (Pub. Res. Code § 21065.) To the extent that matters listed in this Agenda are considered "projects" under CEQA, their appropriate CEQA determination will be listed below each recommendation. If no CEQA determination is listed, it has been determined that the action does not constitute a "project" under CEQA.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT FROM CLOSED SESSION

ANNOUNCEMENTS

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

Proclamation– Recognition of In-N-Out 75th Anniversary.

Presentation – Oath of Office for the Planning Commissioners.

Presentation – Certificate recognition for Recreation and Community Services Employees 20+ years of service.

PUBLIC COMMUNICATIONS

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. **Meeting Minutes**
It is recommended that the City Council approve the following meeting minutes: Meeting Minutes of the Special City Council, Regular City Council, Finance Authority Board, and/or Housing Authority Board held on August 16, 2023, March 31, 2021, March 24, 2021, March 23, 2021, March 17, 2021, March 9, 2021, March 3, 2021, February 24, 2021, February 17, 2021, February 3, 2021, January 28, 2021, January 27, 2021, and January 20, 2021.
3. **Consideration for Approval of an Amendment to the Executed Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) Participating in the Regional Food Recovery Program**
It is Staff's recommendation that the City Council:
 1. Authorize the Chief Executive Officer to execute Amendment No. 1 of the MOA between the City of Baldwin Park and the SGVCOG to participate in the Regional Food Recovery Program Expansion; and
 2. Authorize the Director of Public Works to process the necessary documents.

4. **Approval of agreement with All City Management Services to provide school crossing guard services for fiscal year 2023-2024**
It is recommended that the City Council
 1. Approve the contract with ACMS for crossing guard services.
 2. Authorize the Mayor to execute the agreement.
 3. Authorize the Director of Finance to pay the contract amount utilizing the approved funds under line item #100-30-390-51100-13200 and 275-30-725-51100-13200.
 4. Authorize the Director of Finance to bill BPUSD for their share of the contract, \$159,588.48.
5. **Approve Facility Use Agreement with the American Red Cross, Los Angeles Region for Disaster Relief Activities**
It is recommended that the City Council:
 1. Approve the Facility Use Agreement with American Red Cross, Los Angeles Region, to permit shelters and other service delivery sites for disaster victims to be set up, at City of Baldwin Park Facilities; and
 2. Authorize the Chief Executive Officer (CEO) to execute the Facility Use Agreement; and
 3. Authorize the Director of Recreation and Community Services to execute any other associated documents needed for the agreement.
6. **Approve Amendment No. 4 to Funding Agreement No. F9620 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for Grant Funding for the First/Last Mile Connections Project for the Baldwin Park Transit Center**
It is recommended that the City Council approve and authorize the Mayor to execute Amendment No. 4 to the FA with the LACMTA.
7. **Adoption of Resolution No. 2023-029 Entitled "A Resolution of the City Council of the City of Baldwin Park, California, Adopting a Policy for Retention/Destruction of Obsolete Records of the Baldwin Park Police Department."**
It is recommended that the City Council adopt Resolution 2023-029 entitled " A Resolution of the City Council of the City of Baldwin Park, California, Adopting a Policy for Retention/Destruction of Obsolete Records of the Baldwin Park Police Department."
8. **Approval to Consider Second Amendment to the Service Agreement for Consultant Services by and between the City of Baldwin Park and Kingdom Causes, dba City Net**
It is recommended that the City Council:
 1. Approve the second amendment to the service agreement for consultant services by and between the City of Baldwin Park and Kingdom Causes, dba City Net in the total amount of \$1,165,677.35 to operate Serenity Homes for one (1) year and continue serving fifty (50) beds of interim housing for families experiencing homelessness at Serenity Homes from September 23, 2023, to September 22, 2024; and
 2. Authorize the Mayor to execute the second amendment to the service agreement; and
 3. Authorize the Director of Finance to appropriate and make the necessary budget adjustments; and
 4. Authorize the Director of Recreation & Community Services to process the necessary documents associated with this service agreement contract.

PUBLIC HEARING

REPORTS OF OFFICERS

9. **Review of Commission Applications and Consideration of Appointments to Fill the Scheduled Vacancies for the Recreation and Community Services Commission.**

It is recommended that the City Council review all commission applications for the Recreation and Community Services Commission and make respective appointments.

10. **The City of Baldwin Park Commercial Cannabis Program Policy Update Discussion and Request for Direction**

It is recommended the City Council provide direction to Staff to return for adoption a recommended Updated Commercial Cannabis Policy for the future of the City's Commercial Cannabis Program (Cultivation, Manufacturing, Distribution, and Retail). Final policy will be established by Resolution.

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

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

ADJOURNMENT

CERTIFICATION

I, Christopher Saenz, 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.



Christopher Saenz
City Clerk

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STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
PREPARED BY: Ana Zhang, Senior Finance Clerk
DATE: September 6, 2023
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 \$1,206,741.11 and the attached General Warrants Register was \$5,052,453.84 for a total amount of \$6,259,194.95.

BACKGROUND

The attached Claims and Demands report format meet 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 202040 to 202079. Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 41635 to 42226 for the period July 23, 2023 through August 19, 2023 inclusive; these are presented and hereby ratified in the amount of \$1,206,741.11.

2. General Warrants, with the electronic fund transfer (EFT) bank drafts in the amount of \$1,477,904.85 and checks from 242303 to 242651 in the amount of \$3,574,548.99 for the period of August 5, 2023 to August 28, 2023, inclusive; in the total amount of \$5,052,453.84 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

ATTACHMENTS

1. Check Register



City of Baldwin Park, CA

Check Register

By (None)

Payment Dates 8/5/2023 - 8/28/2023

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
1028	08/08/2023	CALIFORNIA NEWSPAPERS PARTNERSHIP	NOTICE OF PUBLIC HEARING FOR LANDSCAPE & LIGHTING	251-50-530-51100-00000	\$ 271.74
1028	08/08/2023	CALIFORNIA NEWSPAPERS PARTNERSHIP	ADVERTISING, LEGAL NOTICES, PUBLIC HEARING TO LEVY	230-25-299-53330-00000	\$ 424.74
1029	08/11/2023	CALIFORNIA NEWSPAPERS PARTNERSHIP	PUBLIC NOTICE-AMENDMENT TO FY 19/20 AAP	220-40-420-53330-14700	\$ 972.73
242303	06/30/2023	BANKCARD CENTER	WEBINAR 500 MONTHLY	100-25-299-53370-17050	\$ 41.20
242303	06/30/2023	BANKCARD CENTER	DUO ESSENTIALS MONTHLY	100-25-299-53370-17050	\$ 210.00
242303	06/30/2023	BANKCARD CENTER	ICLOUD 50 GIG	401-10-140-53330-00000	\$ 0.99
242303	06/30/2023	BANKCARD CENTER	SOLAR HANDHELD FLASHLIGHT	401-10-140-53390-00000	\$ 33.07
242303	06/30/2023	BANKCARD CENTER	BATTERY FOR LAPTOP	401-10-140-53390-00000	\$ 37.03
242303	06/30/2023	BANKCARD CENTER	MISC PARTS	401-10-140-53390-00000	\$ 18.73
242304	08/07/2023	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVICES AT ARC 7/19/2023	501-60-000-22328-00000	\$ 429.00
242305	08/07/2023	ADMIN SURE INC.	GENERAL & AUTO LIABILITY, WORKERS COMP	403-10-160-51100-00000	\$ 8,673.00
242306	08/07/2023	AGRISERVE PEST CONTROL INC	Gopher control at Barnes Park 07172023	240-50-560-51100-00000	\$ 185.00
242307	08/07/2023	ARACELI MAGANA	REIM RENTAL DEPOSIT FOR JULIA MCNEILL SENIOR CTR	501-60-000-22333-00000	\$ 300.00
242308	08/07/2023	ARIZONA MACHINERY LLC	REPAIR TO THE GATOR-UNIT 5036	402-50-590-53100-00000	\$ 891.84
242309	08/07/2023	AUTOMATION SOLUTIONS, INC.	ELECTRICAL SERVICE CALL @WALNUT CREEK NATURE PARK	100-60-620-53371-00000	\$ 340.00
242309	08/07/2023	AUTOMATION SOLUTIONS, INC.	ELECTRICAL SERVICE CALL @WALNUT CREEK NATURE PARK	252-60-620-53371-00000	\$ 340.00
242310	08/07/2023	AWESOME EVENTS, INC.	WEEKLY INFLATABLE ATTRACTIONS FOR 7/13/2023	100-60-610-51100-16101	\$ 752.00
242310	08/07/2023	AWESOME EVENTS, INC.	WEEKLY INFLATABLE ATTRACTIONS FOR 7/20/2023	100-60-610-51100-16101	\$ 725.00
242311	08/07/2023	BANKCARD CENTER	SGV NEWSPAPER ONLINE PRESCRIPTIONF FOR AVILA	100-10-100-53330-11009	\$ 36.00
242311	08/07/2023	BANKCARD CENTER	SGV NEWSPAPER ONLINE PRESCRIPTIONF FOR CEO	100-10-110-53330-00000	\$ 36.00
242311	08/07/2023	BANKCARD CENTER	CITY CLERK CANOPY FOR COMMUNITY EVENTS	100-10-120-51101-00000	\$ 1,096.83
242311	08/07/2023	BANKCARD CENTER	CITY CLERK MEMBERSHIP FOR CHIEF DEPUTY	100-10-120-53330-00000	\$ 250.00
242312	08/07/2023	BPC PRINT SERVICES INC	OUTSIDE PRINTING	401-10-141-53320-11502	\$ 1,855.58
242313	08/07/2023	CALBO	CALIFORNIA BUILDING OFFICIALS YEARLY MEMBERSHIP	100-40-450-53330-00000	\$ 295.00
242314	08/07/2023	CANON FINANCIAL SERVICES, INC	LEASE FOR 2 SHARP COPIERS	401-10-141-58140-11504	\$ 35.00
242314	08/07/2023	CANON FINANCIAL SERVICES, INC	LEASE FOR 2 SHARP COPIERS FOR 8/1/2023-8/31/2023	401-10-141-58140-11504	\$ 336.80
242315	08/07/2023	CAR QUEST	Material & supplies-city vehicles	402-50-590-53100-00000	\$ 253.16
242315	08/07/2023	CAR QUEST	Material & supplies-city vehicles	402-50-591-53100-00000	\$ 120.91
242315	08/07/2023	CAR QUEST	Material & supplies-city vehicles	402-50-591-53100-00000	\$ 11.43
242315	08/07/2023	CAR QUEST	Material & supplies-city vehicles	402-50-591-53100-00000	\$ 253.01
242315	08/07/2023	CAR QUEST	Material & supplies-city vehicles	402-50-591-53100-00000	\$ 26.65
242315	08/07/2023	CAR QUEST	Material & supplies-city vehicles	402-50-591-53100-00000	\$ 225.40
242315	08/07/2023	CAR QUEST	Material & supplies-city vehicles	402-50-591-53100-00000	\$ 27.76
242315	08/07/2023	CAR QUEST	Material & supplies-city vehicles	402-50-591-53100-00000	\$ 629.99
242315	08/07/2023	CAR QUEST	Material & supplies-city vehicles	402-50-591-53100-00000	\$ 36.49
242316	08/07/2023	CINTAS FIRST AID & SAFETY	FIRST AID & SAFETY CITY HALL	403-10-160-51101-00000	\$ 197.23
242316	08/07/2023	CINTAS FIRST AID & SAFETY	LEASE OF AED UNITS AT CITY FACILITIES 07/01/2023	403-10-160-51101-11350	\$ 392.49
242316	08/07/2023	CINTAS FIRST AID & SAFETY	LEASE OF AED UNITS AT CITY FACILITIES 07/01/23	403-10-160-51101-11350	\$ 90.41
242317	08/07/2023	CONSTANTINA BARTOLO	REIM RENTAL DEPOSIT FOR JULIA MCNEILL SENIOR CTR	501-60-000-22333-00000	\$ 500.00
242318	08/07/2023	CPRS	ANNUAL MEMBERSHIP FEE FOR SANDRA LEYVA	100-60-660-53330-00000	\$ 145.00
242319	08/07/2023	DURHAM SCHOOL SERVICES	TRANSPORTATION SERVICES FOR SUMMER DAY CAMP	275-60-737-51101-16071	\$ 1,933.10
242320	08/07/2023	EDITH GALISIA	REIM RENTAL DEPOSIT-BARNES PARK PICNIC SHELTER	501-60-000-22333-00000	\$ 100.00
242321	08/07/2023	ESTRADA'S SMOG CHECK	Smog check for unit #5030	402-50-590-51101-00000	\$ 55.00
242322	08/07/2023	FRONTIER COMMUNICATIONS	SERVICE FOR ACCT#62633851801118215	501-50-000-22000-55003	\$ 100.99
242323	08/07/2023	GEO PLASTICS	15 QUART DRAINER CNTS-REUSBLE OIL RECYLING CTNS	247-50-000-41531-17440	\$ 4,999.42
242324	08/07/2023	GREG RUVOLO	FLOORING REPAIR AT SERENITY HOMES	275-60-710-53370-66023	\$ 4,400.00
242325	08/07/2023	HELEN HERNANDEZ	REIM FOR MATERIALS & SUPPLIES FOR MOVIE NIGHT.	100-60-610-53100-16101	\$ 94.11
242325	08/07/2023	HELEN HERNANDEZ	REIM FOR MATERIALS & SUPPLIES FOR MOVIE NIGHT.	100-60-680-53100-00000	\$ 55.94
242326	08/07/2023	HERENDIRA MENDOZA	REIM RENTAL DEPOSIT FOR JULIA MCNEILL SENIOR CTR	501-60-000-22333-00000	\$ 500.00

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242327	08/07/2023	JIMMY WONG	REIM FOR MATERIALS & SUPPLIES FOR SMUMMER SPLASH	100-60-610-53100-00000	\$ 80.23
242328	08/07/2023	JONATHAN MONTENEGRO	PER DIEM FOR POST FIELD TRAINING FOR 8/28-9/1/2023	100-30-310-53200-00000	\$ 55.00
242329	08/07/2023	KEVIN OVIDIO ROQUE	SUPPORT SERVICES FOR MORGAN PARK RESTROOM 7/26/23	234-60-610-51100-00000	\$ 3,515.00
242330	08/07/2023	LEE'S BATTERY AND AUTO PARTS	MATERIAL&SUPPLIES-SEALED BATTERIES-SOLAR MOMUMENT	245-50-550-53100-15622	\$ 573.30
242331	08/07/2023	LESBIA QUINTANILLA	REIM OF RENTAL DEPOSIT FOR WALNUT CREEK NATURE	501-60-000-22333-00000	\$ 100.00
242332	08/07/2023	LIFTOFF LLC	OFFICE 365 G3 GCC, AAA-11894 4 MONTHS LICENSE \$80.	401-10-140-51100-00000	\$ 80.00
242333	08/07/2023	LIN WONG	REIM RENTAL DEPOSIT FOR WALNUT CREEK NATURE PARK	501-60-000-22333-00000	\$ 100.00
242334	08/07/2023	MARIA TOVAR	REIM OF RENTAL DEPOSIT JULIA MCNEILL SENIOR CTR	501-60-000-22333-00000	\$ 500.00
242335	08/07/2023	MARISSA AVILA	REFUND FOR RENTAL 07/31 AT ARC	501-60-000-22333-00000	\$ 500.00
242336	08/07/2023	MARVCO ENTERPRISES, INC.	HEADSETS FOR DISPATCHERS	100-30-320-53100-00000	\$ 872.96
242337	08/07/2023	NICHOLS LUMBER & HARDWARE	MATERIAL&SUPPLIES-ITEMS FOR THE FLEET SHOP	402-50-590-53100-00000	\$ 94.82
242337	08/07/2023	NICHOLS LUMBER & HARDWARE	MATERIAL&SUPPLIES-MARKING PAINT,BATTERIES-TRAFFIC	254-50-550-53100-15705	\$ 131.43
242337	08/07/2023	NICHOLS LUMBER & HARDWARE	MATERIAL&SUPPLIES TO MAINTAI BUS SHELTERS	244-50-581-53100-15510	\$ 83.71
242338	08/07/2023	NORMAN GONZALEZ	PER DIEM FOR POST FIELD TRAINNING FOR 8/28-9/1/23	100-30-310-53200-00000	\$ 259.00
242339	08/07/2023	ODP BUSINESS SOLUTIONS, LLC	CENTRAL STORES SUPPLIES MISC. COMB BINDINGS	401-10-141-53100-11505	\$ 85.91
242339	08/07/2023	ODP BUSINESS SOLUTIONS, LLC	CITY WIDE PAPER	401-10-141-53100-11505	\$ 1,732.77
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MINOR EQUIPMENT-CHAINSAW,APRON FOR THE STREET CREW	254-50-551-53390-15705	\$ 590.17
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MAINTENANCE & REPAIRS-HEDGE TRIMMER PRUNER	245-50-560-53371-15536	\$ 48.83
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MAINTENANCE & REPAIRS-HEDGE TRIMMER, PRUNER	245-50-560-53371-15536	\$ 48.83
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MAINTENANCE & REPAIRS-HEDGE TRIMMER, PRUNER	245-50-560-53371-15536	\$ 48.83
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MAINTENANCE & REPAIRS-HEDGE TRIMMER, PRUNER	245-50-560-53371-15536	\$ 48.83
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MAINTENANCE & REPAIRS-HEDGE TRIMMER, PRUNER	245-50-560-53371-15536	\$ 48.83
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MAINTENANCE & REPAIRS-HEDGE TRIMMER, PRUNER	245-50-560-53371-15536	\$ 48.83
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MAINTENANCE & REPAIRS-HEDGE TRIMMER, PRUNER	245-50-560-53371-15536	\$ 48.83
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MAINTENANCE & REPAIRS-HEDGE TRIMMER, PRUNER	245-50-560-53371-15536	\$ 51.69
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MAINTENANCE & REPAIRS-HEDGE TRIMMER, PRUNER	245-50-560-53371-15536	\$ 57.82
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MAINTENANCE & REPAIRS-HEDGE TRIMMER, PRUNER	245-50-560-53371-15536	\$ 64.28
242340	08/07/2023	PRIME POWER EQUIPMENT INC	MAINTENANCE & REPAIRS-HEDGE TRIMMER, PRUNER	245-50-560-53371-15536	\$ 94.60
242341	08/07/2023	PUENTE HILLS CHEVROLET	PURCHASE TO UNIT 5008 LOCK	402-50-590-53100-00000	\$ 208.04
242342	08/07/2023	PUENTE HILLS FORD LLC	REPAIR TO UNIT 3135-BATTERY	402-50-591-53371-00000	\$ 923.27
242343	08/07/2023	RALPH PENNA	MSA-JULY GENERAL TRAINING(SANITARY SEWER OVERFLOWS	240-50-570-53200-00000	\$ 77.63
242344	08/07/2023	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	240-50-550-50119-15705	\$ 150.00
242344	08/07/2023	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	245-50-550-50119-15622	\$ 75.00
242344	08/07/2023	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	251-50-550-50119-00000	\$ 75.00
242345	08/07/2023	RICHARD SOONG	PRINTING BUSINESS CARDS FOR COMMUNITY OFFICER	100-40-460-53320-00000	\$ 62.50
242346	08/07/2023	RICOH USA INC	MAINTANCE FOR 8 RICOH, ARC & CITY YARD & OVERAGES	401-10-141-51101-11502	\$ 15.01
242347	08/07/2023	RICOH USA INC	LEASE & MAINTENANCE FOR COPIER IN POLICE ADMIN	401-10-141-53371-11504	\$ 110.10
242347	08/07/2023	RICOH USA INC	LEASE & MAINTENANCE FOR COPIER IN POLICE ADMIN	401-10-141-58140-11504	\$ 710.12
242348	08/07/2023	RIGHT OF WAY INC	ROUNDAABOUT DEMONSTRATION-MAINE-OLIVE ST	251-50-520-58100-15564	\$ 3,135.80
242349	08/07/2023	RIVERSIDE COUNTY SHERIFF / BEN CLARK TRAINING CENTE	TUITION FOR POST FIELD TRAINING FOR JONATHAN M.	100-30-310-53200-00000	\$ 267.00
242350	08/07/2023	RODOLFO CARDENAS	ENTERTAINMENT FOR FASHION SHOW 5.5 HOURS	501-60-000-22327-00000	\$ 300.00
242351	08/07/2023	ROSA CABALLERO	REIM FOR FEDEX OVERNIGHT ENVELOPE TO SREGIS	100-10-110-53350-00000	\$ 96.61
242352	08/07/2023	ROSA M. OSORIO	REIMBURSE FOR AVOCADO ROOM RENTAL ON 07/30	501-60-000-22333-00000	\$ 265.00
242353	08/07/2023	ROSARIO LAZCANO	REIMBURSE FOR ADOBE ROOM RENTAL ON 07/29	501-60-000-22333-00000	\$ 200.00
242354	08/07/2023	SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINTENANCE AT PARKING INSTRUCTURE 7/5/23	245-60-620-53371-15882	\$ 720.66
242355	08/07/2023	SERVICE FIRST CONTRACTORS	MAINTENANCE SERVCIE AT AQUATIC CENTER POOL	100-60-620-53100-00000	\$ 106.97
242355	08/07/2023	SERVICE FIRST CONTRACTORS	MAINTENANCE SERVCIE AT AQUATIC CENTER POOL	100-60-620-53371-00000	\$ 106.97
242356	08/07/2023	SHI INTERNATIONAL CORP	ADDITIONAL SUBSCRIPTIONS FOR ADOBE PRODUCTS	401-10-140-53379-00000	\$ 185.35
242357	08/07/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	240-50-560-50119-00000	\$ 150.00
242357	08/07/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	251-50-560-50119-00000	\$ 90.00
242357	08/07/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	255-50-560-50119-00000	\$ 59.16
242358	08/07/2023	SMART & FINAL	SUPPLIES PURCHASED FOR THE COMMUNITY CENTER	100-60-610-53100-00000	\$ 105.46
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR TEEN CENTER	100-60-660-53100-00000	\$ 128.78
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR SENIOR CENTER	100-60-630-53100-00000	\$ 46.30
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR SENIOR CENTER	100-60-630-53100-00000	\$ 109.80
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR THE BASIC PROGRAM	100-60-650-53100-00000	\$ 116.40

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR SUMMER CONCERT	100-60-610-53100-16144	\$ 91.24
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR SUMMER DAY CAMP	100-60-650-53100-00000	\$ 101.85
242358	08/07/2023	SMART & FINAL	SUPPLIES PURCHASE FOR COMMUNITY CENTER	100-60-610-53100-00000	\$ 305.59
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED-HUB CITY EVENT	501-60-000-22328-00000	\$ 120.46
242358	08/07/2023	SMART & FINAL	PURCHASE MATERIALS&SUPPLIES FOR SENIOR CENTER	100-60-630-53100-00000	\$ 14.99
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR SENIOR CENTER	100-60-630-53100-00000	\$ 22.98
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR THE SENIOR CENTER	100-60-630-53100-00000	\$ 22.77
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR THE SENIOR CENTER	100-60-630-53100-00000	\$ 8.99
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED-DOWNTOWN ST MARKET	100-60-610-53100-16101	\$ 58.98
242358	08/07/2023	SMART & FINAL	MATERIAL&SUPPLIES PURCHASED-DOWNTOWN STREET MARKET	100-60-610-53100-16101	\$ 33.20
242358	08/07/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR THE ARC	100-60-680-53100-00000	\$ 108.03
242360	08/07/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR:6/15/2023-7/17/2023	251-50-560-53401-00000	\$ 6.68
242360	08/07/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR PARK BUILDINGS	252-60-620-53401-00000	\$ 14,858.07
242360	08/07/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR TRAFFIC SIGNALS & STREET	251-50-530-53401-00000	\$ 124.57
242360	08/07/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR TRAFFIC SIGNALS & STREET	251-50-530-53401-00000	\$ 179.95
242360	08/07/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR TRAFFIC SIGNALS & STREET	251-50-530-53401-00000	\$ 79.82
242361	08/07/2023	SPARKLETTTS	WATER AND COFF SUPPLIES FOR CITY FACILITIES	100-60-620-53100-00000	\$ 885.97
242361	08/07/2023	SPARKLETTTS	WATER AND COFF SUPPLIES FOR CITY FACILITIES	252-60-620-53100-00000	\$ 885.98
242361	08/07/2023	SPARKLETTTS	WATER AND COFFEE SUPPLIES FOR CITY YARD	100-60-620-53100-00000	\$ 129.41
242362	08/07/2023	SUBWAY	MEALS FOR SUMMER CDAMP TALENT SHOW ON 7/29/2023	100-60-650-53100-00000	\$ 345.00
242363	08/07/2023	SUNBELT RENTALS	RENTAL-TOWABLE CONCRETE MIXER 07/12/23	240-50-551-53391-15705	\$ 333.40
242364	08/07/2023	TANAKA FARMS	26 TICKETS FOR TANAKA FARMS SENIOR TRIP ON 08/17/23	275-60-726-51101-16074	\$ 468.00
242365	08/07/2023	TUFF KIDZ W. C. INC	CONTRACT SERVICES --WRESTLING CLASSES 7/5-7/27/23	501-60-000-22328-00000	\$ 318.50
242366	08/07/2023	UNITED ROTARY BRUSH CORP	BRUSH BROOM REPLACEMENT FOR STREET SWEEPER	246-50-552-53100-15005	\$ 672.75
242367	08/07/2023	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING SRVC (0801-0831)	100-60-620-58140-00000	\$ 973.34
242367	08/07/2023	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING SRVC (0801-0831)	100-60-620-58140-15100	\$ 245.00
242367	08/07/2023	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING SRVC (0801-0831)	252-60-620-58140-00000	\$ 973.33
242368	08/07/2023	VICTOR VIRAMONTES	REIM FOR GUIDE TO CA PLANNING -6TH EDITION	100-40-440-53330-00000	\$ 93.08
242369	08/07/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 87.50
242369	08/07/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	\$ 21.13
242369	08/07/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	\$ 35.77
242369	08/07/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	\$ 15.30
242370	08/07/2023	WINNER PARTY INC.	PURCHASE OF BALLOONS FOR SENIOR CENTER	100-60-630-53100-00000	\$ 148.20
242371	06/30/2023	AAE INCORPORATED	CONSTRUCTION MANAGEMENT AND INSPECTION JUNE 2023	245-50-520-58100-15538	\$ 2,263.00
242371	06/30/2023	AAE INCORPORATED	CONSTRUCTION MANAGEMENT AND INSPECTION	270-50-520-58100-15538	\$ 3,553.00
242372	06/30/2023	ACTION DESIGNZ LLC	STAFF T-SHIRT AND POLOS FOR RECREATION DEPT SUMMER	501-60-000-22328-00000	\$ 1,248.20
242372	06/30/2023	ACTION DESIGNZ LLC	STAFF T-SHIRTS AND POLOS FOR RECREATION DPT SUMMER	501-60-000-22327-00000	\$ 1,275.83
242372	06/30/2023	ACTION DESIGNZ LLC	STAFF T-SHIRTS AND POLOS FOR RECREATION DPT SUMMER	501-60-000-22328-00000	\$ 27.63
242372	06/30/2023	ACTION DESIGNZ LLC	STAFF T-SHIRTS AND POLOS FOR RECREATION DPT SUMMER	501-60-000-22329-00000	\$ 870.67
242372	06/30/2023	ACTION DESIGNZ LLC	STAFF T-SHIRT& POLOS FOR RECREATION DPT SUMMER 202	501-60-000-22329-00000	\$ 405.17
242373	06/30/2023	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES	245-50-560-53100-15536	\$ 239.17
242373	06/30/2023	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES	245-50-560-53100-15536	\$ 84.46
242373	06/30/2023	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES	245-50-560-53100-15536	\$ 239.17
242373	06/30/2023	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES	245-50-560-53100-15536	\$ 84.46
242373	06/30/2023	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES	245-50-560-53100-15536	\$ 239.17
242373	06/30/2023	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES	245-50-560-53100-15536	\$ 84.46
242373	06/30/2023	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES	245-50-560-53100-15536	\$ 240.85
242373	06/30/2023	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES	245-50-560-53100-15536	\$ 84.46
242374	06/30/2023	ART J. SARACHO	REFUND C&D 14047 OHIO ST.	246-00-000-22540-00000	\$ 300.00
242375	06/30/2023	BANKCARD CENTER	EMPLOYEE APPRECIATION LUNCHEON	100-10-150-53370-00000	\$ 169.14
242375	06/30/2023	BANKCARD CENTER	POST SHIPMENT	100-10-150-53370-00000	\$ 18.20
242375	06/30/2023	BANKCARD CENTER	CLEAR STORAGE BINS	100-10-150-53390-00000	\$ 20.32
242376	06/30/2023	BLANCA MAHE	REGISTRATION FOR MAY 4 CINCO DE MAYO-ARPA REIM 5/4	275-60-726-53370-16074	\$ 5.00
242377	06/30/2023	CAL LAND ENGINEERING AND ASSOCIATES, INC.	LAND SURVEYING SERVICES FOR ZOCALO PARK	270-50-520-58100-55022	\$ 1,500.00
242378	06/30/2023	CAR QUEST	RESELLABLE RETURN	402-50-590-53100-00000	\$ (66.25)
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 44.42
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 14.44

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 109.92
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 16.72
242378	06/30/2023	CAR QUEST	RESELLABLE RETURN	402-50-590-53100-00000	\$ (140.20)
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 69.98
242378	06/30/2023	CAR QUEST	RESELLABLE RETURN	402-50-590-53100-00000	\$ (16.72)
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 129.31
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 11.65
242378	06/30/2023	CAR QUEST	RESELLABLE RETURN	402-50-590-53100-00000	\$ (31.94)
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 75.05
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 11.07
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 455.55
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 178.30
242378	06/30/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 496.13
242380	06/30/2023	CHICAS GRAPHICS AND DESIGN	BUSINESS CARDS FOR COUNCILMEMBER JEAN M. AYALA	100-10-100-53100-00000	\$ 181.92
242380	06/30/2023	CHICAS GRAPHICS AND DESIGN	SUPPLIES INCLUDING BUSINESS CARDS, NO PARKING	245-50-550-53100-15622	\$ 930.23
242380	06/30/2023	CHICAS GRAPHICS AND DESIGN	FULL COLOR BANNERS FOR PRIDE EVENT 6/28/2023	501-60-000-22328-00000	\$ 463.05
242381	06/30/2023	CINTAS FIRST AID & SAFETY	LEASE OF AED UNITS AT CITY FACILITIES & FIRST AID	100-60-610-53100-00000	\$ 285.27
242381	06/30/2023	CINTAS FIRST AID & SAFETY	LEASE OF AED UNITS AT CITY FACILITIES & FIRST AID	403-10-160-51101-11350	\$ 784.98
242382	06/30/2023	DESERIE C. DURAN	ARPA BASIC REIM SUMMER DAY CAMP 6/12-6/30/23	275-60-734-53370-16077	\$ 180.00
242383	06/30/2023	DURHAM SCHOOL SERVICES	TRANSPORTION SERVICES FOR SUMMER DAY CAMP JUNE.23	275-60-737-51101-16071	\$ 1,317.76
242384	06/30/2023	EASE	PERMIT REFUND 4203 STEWART BLVD. BLDG-0423-2008	100-40-000-43400-00000	\$ 101.60
242385	06/30/2023	EHS INTERNATIONAL, INC.	SAFETY CLASSES FOR PUBLIC WORKS DEPARTMENT	240-50-561-53200-00000	\$ 630.00
242385	06/30/2023	EHS INTERNATIONAL, INC.	SAFETY CLASSES FOR PUBLIC WORKS DEPARTMENT	240-50-562-53200-00000	\$ 455.00
242385	06/30/2023	EHS INTERNATIONAL, INC.	SAFETY CLASSES FOR PUBLIC WORKS DEPARTMENT	240-50-570-53200-00000	\$ 175.00
242386	06/30/2023	ELAINE P. VALENCIA	ARPA BASIC REIM FOR SUJMER CAMP FOR WEEK#1-WEEK#3	275-60-734-53370-16077	\$ 525.00
242387	06/30/2023	ESTHER SANCHEZ	REGISTRATION FOR JUN 25-DODGERS GAME-APRA REIMBURS	275-60-726-53370-16074	\$ 37.00
242388	06/30/2023	EZEQUIEL CONTRERAS	CONTRACTSERVICES TAE KWON DO CLASSES 6/12-7/6/2023	501-60-000-22328-00000	\$ 1,066.00
242389	06/30/2023	FRONTIER COMMUNICATIONS	CITY WIDE PHONE SERVICE FOR JUNE 2023	401-10-141-53403-11506	\$ 3,012.92
242390	06/30/2023	G.M. SAGER CONSTRUCTION CO., INC.	CONCRETE AND/OR ASPHALT SERVICES FOR JUNE 2023	254-50-551-51101-15705	\$ 10,980.00
242391	06/30/2023	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	NEXTGEN YOUTH EMPLOYMENT PRG FOR JUNE 2023	275-25-719-51101-17518	\$ 22,644.55
242392	06/30/2023	HINDERLITER, DE LLAMAS & ASSOCIATES	PROFESSIONAL SERVICES TO ESTABLISH A LOCAL	275-40-722-51101-14065	\$ 1,660.00
242393	06/30/2023	HOME DEPOT	MISCELLANEOUS SUPPLIES FOR POTHOLE REPAIRS	240-50-551-53100-15705	\$ 136.40
242393	06/30/2023	HOME DEPOT	MISCELLANEOUS SUPPLIES FOR POTHOLE REPAIRS	240-50-551-53100-15705	\$ 11.40
242393	06/30/2023	HOME DEPOT	MISCELLANEOUS SUPPLIES FOR POTHOLE REPAIRS	240-50-551-53100-15705	\$ 75.63
242393	06/30/2023	HOME DEPOT	MISCELLANEOUS SUPPLIES FOR POTHOLE REPAIRS	240-50-551-53100-15705	\$ 90.76
242393	06/30/2023	HOME DEPOT	MISCELLANEOUS SUPPLIES FOR POTHOLE REPAIRS	240-50-551-53100-15705	\$ 68.81
242393	06/30/2023	HOME DEPOT	MISCELLANEOUS SUPPLIES FOR POTHOLE REPAIRS	240-50-551-53100-15705	\$ 17.57
242394	06/30/2023	ICC LOS ANGELES BASIN CHAPTER	2023 ANNUAL MEMBERSHIP DUES-ICC LOS ANGELES BASIN	100-40-450-53330-00000	\$ 100.00
242395	06/30/2023	ISIDRO ESPADAS	REFUND C & D 3742 MAINE AVE.	246-00-000-22540-00000	\$ 300.00
242395	06/30/2023	ISIDRO ESPADAS	REFUND C&D 3742 MAINE AVE.	246-00-000-22540-00000	\$ 450.00
242396	06/30/2023	LUIS FREGOSO	CONTRACT SERVICES TO PROVIDE MARIACHIA CLASSES	501-60-000-22328-00000	\$ 337.50
242397	06/30/2023	MARTA A. ROSAS	REGISTRATION FOR TUFF KIDZ-ARPA REIM 5/2-5/31/23	275-60-734-53370-16070	\$ 120.00
242398	06/30/2023	MARTHA E. TREJO	ARPA BASIC REIM PRO FOR SUMMER CAMP WEEK#1-WEEK#3	275-60-734-53370-16077	\$ 180.00
242399	06/30/2023	MICHAEL JOSEPH PORRETTA	DIAGNOSTIC SCANNER FOR NEW & ELECTRIC VEHICLES	402-50-590-58110-00000	\$ 12,449.45
242400	06/30/2023	MICHELLE MEDINA	REFUND C & D 3765 PUENTE AVE.	246-00-000-22540-00000	\$ 300.00
242401	06/30/2023	MIRNA ESCOBEDO	ARPA BASIC REIM FOR SUMMER CAMP WEEK#1-WEEK#3	275-60-734-53370-16077	\$ 175.00
242402	06/30/2023	MOJICA JUDO CLUB	CONTRACT SERVCIES FOR JUDO CLASSES 6/21-7/29/2023	501-60-000-22328-00000	\$ 1,469.65
242403	06/30/2023	NELLIE HERNANDEZ-GARCIA	ARPA BASIC REIM FOR SUMMER CAMP WEEK#1-WEEK#3	275-60-734-53370-16077	\$ 270.00
242404	06/30/2023	NICHOLS LUMBER & HARDWARE	SUPPLIES FOR STREET MARKET	501-60-000-22328-16101	\$ 27.54
242404	06/30/2023	NICHOLS LUMBER & HARDWARE	SUPPLIES FOR STREET MARKET	501-60-000-22328-16101	\$ 67.84
242405	06/30/2023	NICOLE P. FAMILARI	REGISTRAT. RECREATION-TUFF KIDZ-ARPA REIM-05&06/23	275-60-734-53370-16070	\$ 70.00
242406	06/30/2023	NURY PANDURO	SUMMER CAMP REGISTRATI-ARPA REIMBURSE 6/12-6/30/23	275-60-734-53370-16077	\$ 525.00
242407	06/30/2023	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR BUILDING & SAFETY	100-40-450-53100-00000	\$ 62.41
242407	06/30/2023	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR BUILDING & SAFETY	100-40-450-53100-00000	\$ 16.53
242407	06/30/2023	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR BUILDING & SAFETY	100-40-450-53100-00000	\$ 132.47
242408	06/30/2023	RAQUEL A. URBINA	ARPA SENIOR TRIPS/EVENTS REIM-JUNE 29--JULY 4 BBQ	275-60-726-53370-16074	\$ 12.00
242409	06/30/2023	RICOH USA INC	COPY OVERAGES FOR 8 RICOH COPIERS	401-10-141-51101-11502	\$ 296.20

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242409	06/30/2023	RICOH USA INC	MAINTENANCE FOR 8 RICOH COPIERS	401-10-141-53371-11504	\$ 1,204.67
242410	06/30/2023	RKA CONSULTING GROUP	CITY ENGINEERING SERVICES FOR 6/1/2023-6/30/2023	100-50-510-51100-00000	\$ 1,185.35
242410	06/30/2023	RKA CONSULTING GROUP	CONSULTING SERVICE FOR 6/1/2023-6/30/2023	100-50-510-51100-00000	\$ 704.65
242411	06/30/2023	ROSANNA MEJIA	CONTRACT SERVCIES TO PROVIDE HAWAIIINA DANCE CLASS	501-60-000-22328-00000	\$ 300.30
242412	06/30/2023	S&S WORLDWIDE, INC	MATERIALS & SUPPLIES FOR ARC	100-60-680-53100-00000	\$ 145.53
242412	06/30/2023	S&S WORLDWIDE, INC	MATERIALS & SUPPLIES FOR ARC	501-60-000-22328-00000	\$ 486.52
242412	06/30/2023	S&S WORLDWIDE, INC	MATERIALS & SUPPLIES FOR ARC	501-60-000-22328-00000	\$ 777.48
242413	06/30/2023	SAN GABRIEL VALLEY WATER COMPANY	WATER SERVICE FOR JUNE 01, 2023-JUNE 29, 2023	100-60-620-53402-00000	\$ 632.50
242414	06/30/2023	SOLEDAD TORRES	ARPA SENIOR TRIPS & EVENTS REIM 5/6 MOTHER'S DAY	275-60-726-53370-16074	\$ 20.00
242414	06/30/2023	SOLEDAD TORRES	ARPA SENIOR TRIP & EVENTS REIM JUNE 29- JULY 4 BBQ	275-60-726-53370-16074	\$ 12.00
242415	06/30/2023	SOUTHERN CALIFORNIA EDISON	SERVICE FOR ACCT#700385876855 FOR 5/25/23-6/25/23	240-50-551-53401-15705	\$ 60.93
242415	06/30/2023	SOUTHERN CALIFORNIA EDISON	SERVICE FOR ACCT#700223654055 FOR 5/25/23-6/25/23	251-50-560-53401-00000	\$ 89.09
242415	06/30/2023	SOUTHERN CALIFORNIA EDISON	SERVICE ACCT#700153247920 5/9-6/7/2023	100-60-620-53401-00000	\$ 9,475.55
242415	06/30/2023	SOUTHERN CALIFORNIA EDISON	SERVICE ACCT#700519910950 FOR 6/13/2023-7/13/2023	251-50-530-53401-00000	\$ 81.71
242415	06/30/2023	SOUTHERN CALIFORNIA EDISON	SERVICE ACCT#600000509258 FOR 6/13-7/13/2023	251-50-530-53401-00000	\$ 4,447.31
242415	06/30/2023	SOUTHERN CALIFORNIA EDISON	SERVICE FOR ACCT#700695336662 FOR 6/14-7/16/2023	501-50-000-22000-55003	\$ 2,477.23
242415	06/30/2023	SOUTHERN CALIFORNIA EDISON	SERVICE FOR ACCT#700509783443 6/15/2023-7/17/2023	251-50-560-53401-00000	\$ 68.95
242415	06/30/2023	SOUTHERN CALIFORNIA EDISON	SERVICIE ACCT#700751970518 FOR 6/18-7/18/2023	275-60-710-53370-66023	\$ 895.73
242415	06/30/2023	SOUTHERN CALIFORNIA EDISON	SERVICE FOR ACCT#700751970518 FOR 6/19-7/19/2023	275-60-710-53370-66023	\$ 1,667.66
242415	06/30/2023	SOUTHERN CALIFORNIA EDISON	SERVICE FOR ACCT#700124620186-- 6/9-7/11/2023	100-60-620-53401-00000	\$ 56.06
242416	06/30/2023	STAPLES BUSINESS CREDIT	PURCHASE OF MATERIALS&SUPPLIES FOR AQUATIC CENTER	501-60-000-22329-00000	\$ 48.26
242416	06/30/2023	STAPLES BUSINESS CREDIT	PURCHASE OF MATERIALS&SUPPLIES FOR AQUATIC CENTER	501-60-000-22329-00000	\$ 43.61
242416	06/30/2023	STAPLES BUSINESS CREDIT	PURCHASE OF MATERIALS&SUPPLIES FOR AQUATIC CENTER	501-60-000-22329-00000	\$ 58.73
242416	06/30/2023	STAPLES BUSINESS CREDIT	PURCHASE OF MATERIALS&SUPPLIES FOR AQUATIC CENTER	501-60-000-22329-00000	\$ 623.21
242416	06/30/2023	STAPLES BUSINESS CREDIT	PURCHASE OF MATERIALS&SUPPLIES FOR AQUATIC CENTER	501-60-000-22329-00000	\$ 130.08
242416	06/30/2023	STAPLES BUSINESS CREDIT	PURCHASE OF MATERIALS&SUPPLIES FOR AQUATIC CENTER	501-60-000-22329-00000	\$ 142.65
242416	06/30/2023	STAPLES BUSINESS CREDIT	PURCHASE OF MATERIALS&SUPPLIES FOR AQUATIC CENTER	501-60-000-22329-00000	\$ 75.06
242416	06/30/2023	STAPLES BUSINESS CREDIT	PURCHASE OF MATERIALS&SUPPLIES FOR AQUATIC CENTER	501-60-000-22329-00000	\$ 92.97
242416	06/30/2023	STAPLES BUSINESS CREDIT	PURCHASE OF MATERIALS&SUPPLIES FOR AQUATIC CENTER	501-60-000-22329-00000	\$ 826.86
242416	06/30/2023	STAPLES BUSINESS CREDIT	PURCHASE OF MATERIALS&SUPPLIES FOR AQUATIC CENTER	501-60-000-22329-00000	\$ 165.36
242416	06/30/2023	STAPLES BUSINESS CREDIT	PURCHASE OF MATERIALS&SUPPLIES FOR AQUATIC CENTER	501-60-000-22329-00000	\$ 169.23
242417	06/30/2023	STITCHES UNIFORMS & EMBROIDERY	PRINTING SERVCIES OF SHIRST-SUMMER DAY CAMP 6/2/23	100-60-650-53100-00000	\$ 1,316.37
242417	06/30/2023	STITCHES UNIFORMS & EMBROIDERY	PRINTING SERVCIES OF SHIRST-SUMMER DAY CAMP 6/2/23	501-60-000-22328-00000	\$ 1,230.89
242418	06/30/2023	SUNRUN INSTALLATION SERVICES, INC.	PERMIT REFUND 14122 JOANBRIDGE ST. BLDG-0522-0747	100-40-000-43400-00000	\$ 257.60
242418	06/30/2023	SUNRUN INSTALLATION SERVICES, INC.	PERMIT REFUND 4319 LANDIS AVE. BLDG-0622-0821	100-40-000-43400-00000	\$ 257.60
242418	06/30/2023	SUNRUN INSTALLATION SERVICES, INC.	PERMIT REFUND 13204 SHAVER ST. BLDG-0822-1017	100-40-000-43400-00000	\$ 257.60
242418	06/30/2023	SUNRUN INSTALLATION SERVICES, INC.	PERMIT REFUND 12802 FARNEL ST. BLDG-1221-0409	100-40-000-43400-00000	\$ 393.60
242419	06/30/2023	THE ENERGY	PERMIT REFUND 13640 RAMONA BLVD. BLDG-0523-2122	100-40-000-43400-00000	\$ 101.60
242420	06/30/2023	THE GAS COMPANY	NATURAL GAS VEHICLE FUEL -CITY YARD	402-50-590-53110-16140	\$ 13.18
242421	06/30/2023	THE SAUCE CREATIVE SERVICES CORP	DESIGN & PRINTING OF SUMMER LUNCH FLYER 5/31/23	100-60-680-53320-00000	\$ 494.46
242422	06/30/2023	TUFF KIDZ W. C. INC	CONTRACT SERVCIES WRESTLING CLASSES 6/7-6/28/2023	501-60-000-22328-00000	\$ 481.00
242423	06/30/2023	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING SERVICES MAY 2023	100-60-620-51101-00000	\$ 2,191.67
242423	06/30/2023	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTM MONITORING SERVCIES JUNE 2023	100-60-620-51101-00000	\$ 2,191.67
242424	06/30/2023	YUNEX LLC	CITY TRAFFIC SIGNALS AND STREET LIGHTS	240-50-530-51100-00000	\$ 1,885.41
242424	06/30/2023	YUNEX LLC	CITY TRAFFIC SIGNALS AND STREET LIGHTS	240-50-530-51100-00000	\$ 415.85
242424	06/30/2023	YUNEX LLC	CITY TRAFFIC SIGNALS AND STREET LIGHTS	240-50-530-51100-00000	\$ 296.00
242424	06/30/2023	YUNEX LLC	CITY TRAFFIC SIGNALS AND STREET LIGHTS	240-50-530-51100-00000	\$ 148.00
242424	06/30/2023	YUNEX LLC	CITY TRAFFIC SIGNALS AND STREET LIGHTS	240-50-530-51100-00000	\$ 2,792.02
242425	06/30/2023	YUNLONG GAO	REFUND C&D 3055 BIG DALTON AVE.	246-00-000-22540-00000	\$ 803.00
242425	06/30/2023	YUNLONG GAO	REFUND C&D 3055 BIG DALTON AVE.	246-00-000-22540-00000	\$ 803.00
242426	08/08/2023	LORRAINE MENDEZ	PREPARATION OF HUD REPORTS	220-40-420-51101-14700	\$ 821.65
242427	08/08/2023	PUBLIC RISK INNOVATION,SOLUTIONS,AND MANAGEMENT	EXCESS WORKERS COMP FOR 7/1/2023-6/30/2024	403-10-160-54150-11322	\$ 127,806.00
242427	08/08/2023	PUBLIC RISK INNOVATION,SOLUTIONS,AND MANAGEMENT	GENERAL LIABILITY PROGRAM FOR 7/1/2023-6/30/2024	403-10-160-54150-11320	\$ 544,162.00
242427	08/08/2023	PUBLIC RISK INNOVATION,SOLUTIONS,AND MANAGEMENT	MASTER CRIME PROGRAM PREMIUM-FY2023-24	403-10-160-54150-11324	\$ 6,620.00
242427	08/08/2023	PUBLIC RISK INNOVATION,SOLUTIONS,AND MANAGEMENT	CYBER LIABILITY PRGRM COVERED 7/1/2023-6/30/2024	403-10-160-54150-11324	\$ 15,463.00
242427	08/08/2023	PUBLIC RISK INNOVATION,SOLUTIONS,AND MANAGEMENT	OPTIONAL EXCESS LIABILITY PROGRAM-7/1/23-6/30/24	403-10-160-54150-11327	\$ 65,025.00
242427	08/08/2023	PUBLIC RISK INNOVATION,SOLUTIONS,AND MANAGEMENT	PROPERTY PROGRAM FOR 3/1/2023-3/31/2024	403-10-160-54150-11321	\$ 291,683.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242428	08/09/2023	AFLAC	AFLAC	100-00-000-21216-00000	\$ 734.34
242428	08/09/2023	AFLAC	AFLAC	100-00-000-21216-00000	\$ 137.45
242428	08/09/2023	AFLAC	AFLAC	100-00-000-21216-00000	\$ 734.25
242428	08/09/2023	AFLAC	AFLAC	100-00-000-21216-00000	\$ 137.45
242429	08/09/2023	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	\$ 93.63
242429	08/09/2023	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	\$ 93.64
242430	08/09/2023	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 31.12
242430	08/09/2023	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 74.76
242430	08/09/2023	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 1,286.71
242430	08/09/2023	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 3,426.49
242430	08/09/2023	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 1,286.71
242430	08/09/2023	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 3,426.51
242431	08/09/2023	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-00000	\$ 10.00
242432	08/09/2023	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-00000	\$ 10.00
242433	08/09/2023	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	\$ 3,067.22
242433	08/09/2023	BALDWIN PARK POLICE ASSOC	POLICE NON-SWORN DUES	100-00-000-21219-00000	\$ 958.66
242433	08/09/2023	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	\$ 3,067.22
242433	08/09/2023	BALDWIN PARK POLICE ASSOC	POLICE NON-SWORN DUES	100-00-000-21219-00000	\$ 958.66
242434	08/09/2023	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	\$ 796.50
242434	08/09/2023	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	\$ 553.50
242435	08/09/2023	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-00000	\$ 36.00
242435	08/09/2023	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	\$ 27.00
242435	08/09/2023	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-00000	\$ 36.00
242435	08/09/2023	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	\$ 27.00
242436	08/09/2023	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	\$ 14.74
242436	08/09/2023	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	\$ 260.99
242436	08/09/2023	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	\$ 79.62
242436	08/09/2023	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	\$ 311.01
242436	08/09/2023	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	\$ 79.62
242437	08/09/2023	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	\$ 189.83
242437	08/09/2023	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	\$ 3,582.51
242437	08/09/2023	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	\$ 466.72
242437	08/09/2023	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	\$ 4,110.73
242437	08/09/2023	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	\$ 466.72
242438	08/09/2023	P.T.E.A.	PTEA DUES	100-00-000-21220-00000	\$ 256.50
242438	08/09/2023	P.T.E.A.	CLERICAL DUES	100-00-000-21224-00000	\$ 85.50
242438	08/09/2023	P.T.E.A.	PTEA DUES	100-00-000-21220-00000	\$ 285.00
242438	08/09/2023	P.T.E.A.	CLERICAL DUES	100-00-000-21224-00000	\$ 85.50
242439	08/09/2023	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	\$ 82.21
242439	08/09/2023	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	\$ 82.19
242440	08/09/2023	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	\$ 53.94
242440	08/09/2023	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	\$ 1,075.59
242440	08/09/2023	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	\$ 1,200.75
242441	08/09/2023	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	BASIC LIFE & AD & D & STD & LTD INSURANCE	403-10-160-54130-00000	\$ 5,406.67
242441	08/09/2023	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	\$ 101.50
242441	08/09/2023	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	\$ 716.34
242441	08/09/2023	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	\$ 566.28
242441	08/09/2023	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	\$ 43.50
242441	08/09/2023	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	\$ 17.40
242441	08/09/2023	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	\$ 778.16
242441	08/09/2023	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	\$ 419.72
242441	08/09/2023	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	\$ 43.50
242441	08/09/2023	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	\$ 17.40
242442	08/09/2023	FEDEX OFFICE	SHIPMENT-FEDEX STANDARD OVERNIGHT-POST	100-10-150-53370-00000	\$ 76.51
242443	08/09/2023	BALDWIN PARK UNIFIED SCHOOL DISTRICT	DEVELOPMENT FEES LEVIED BY BP SCHOOL DISTRICT	270-50-520-58100-55022	\$ 1,820.00
242444	08/09/2023	CHARTER COMMUNICATIONS	BUSINESS-GRADE HIGH-CAPACITY INTERNET	275-10-764-58100-51005	\$ 132,064.83
242445	08/10/2023	PCN3, INC.	REISSUE CHECK -CIP 22-043 SUSAN RUBIO ZOCALO PARK	234-50-520-58100-55022	\$ 3,800.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242445	08/10/2023	PCN3, INC.	REISSUE CHECK -CIP 22-043 SUSAN RUBIO ZOCALO PARK	256-50-520-58100-55022	\$ 950.00
242445	08/10/2023	PCN3, INC.	REISSUE CHECK -CIP 22-043 SUSAN RUBIO ZOCALO PARK	258-50-520-58100-55022	\$ 33,322.59
242445	08/10/2023	PCN3, INC.	REISSUE CHECK -CIP 22-043 SUSAN RUBIO ZOCALO PARK	270-50-520-58100-55022	\$ 596,397.66
242446	08/10/2023	BANKCARD CENTER	REPLENISHMENT FOR TRANSPONDERS	100-30-310-51101-00000	\$ 90.00
242446	08/10/2023	BANKCARD CENTER	BATTERIES, GUN RANGE, USB, TABS	100-30-340-53100-00000	\$ 515.47
242446	08/10/2023	BANKCARD CENTER	HOTEL AND PARKING FEE FOR SGT. VELEBIL OTS TRAIN	271-30-350-53200-17224	\$ 383.62
242446	08/10/2023	BANKCARD CENTER	TRAINING FOR SGT. VELEBIL AND LT. LEON	501-30-000-22410-00000	\$ 1,325.72
242447	08/10/2023	BANKCARD CENTER	REPLENISHMENT FOR TRANSPONDERS	100-30-310-51101-00000	\$ 8.90
242447	08/10/2023	BANKCARD CENTER	SUPERVISORY COURSE TUITION FOR SGT.NOE	100-30-310-53200-00000	\$ 389.52
242447	08/10/2023	BANKCARD CENTER	POWER CORD, DRY EASE, GUN RANGE	100-30-340-53100-00000	\$ 151.18
242448	08/10/2023	ALFREDO FIGUEROA GARCIA	FINAL PAYMENT FOR DOWNTOWN STREET MARKET	100-60-610-51100-16101	\$ 10,000.00
242449	08/10/2023	DANNY MORENO	MAGIC SHOW AT YOUTH SPORT ON 8/12/23	501-60-000-22326-00000	\$ 275.00
242450	08/10/2023	ESTHER WASHINGTON	PURCHASE OF PHONE COVERS FOR BUILDING&SAFETY	100-40-450-53100-00000	\$ 22.04
242450	08/10/2023	ESTHER WASHINGTON	PURCHASE OF PHONE COVERS FOR BUILDING&SAFETY	100-40-460-53100-00000	\$ 110.20
242451	08/10/2023	FRONTIER COMMUNICATIONS	SERENITY HOMES FOR 7/23-8/22/2023	275-60-710-53370-66023	\$ 204.99
242452	08/10/2023	INDUSTRIAL CLEANING SYSTEMS	MAINTENACE ON POWER WASHER	100-60-620-53371-00000	\$ 268.31
242453	08/10/2023	LEWIS ENGRAVING INC	TROPHIES FOR THE PRIDE OF THE VALLEY 5K RUN 8/5/23	501-60-000-22328-16146	\$ 352.80
242454	08/10/2023	LORENZO R SALLAS	SOUND SERVICES FOR SUMMER CONCERTS	100-60-610-51100-16144	\$ 11,100.00
242454	08/10/2023	LORENZO R SALLAS	SOUND SERVICES FOR SUMMER CONCERTS	230-60-610-51100-16144	\$ 100.00
242454	08/10/2023	LORENZO R SALLAS	PROVIDE STAGE, AUDIO AN LIGHTING FOR DOWNTOWN 8/10	100-60-610-51100-16101	\$ 27,503.33
242455	08/10/2023	MANUEL PALOMINO	FINAL PAYMENT FOR ENTERTAINMENT FOR DOWNTOWN 8/10	100-60-610-51100-16101	\$ 10,050.00
242456	08/10/2023	NICHOLS LUMBER & HARDWARE	PURCHASE SUPPLIES FOR COMMUNITY CENTER,FAMILY SRVC	100-60-640-53100-00000	\$ 132.38
242456	08/10/2023	NICHOLS LUMBER & HARDWARE	PURCHASE SUPPLIES FOR COMMUNITY CENTER,FAMILY SRVC	100-60-610-53100-00000	\$ 1.46
242457	08/10/2023	ROBERTSON INDUSTRIES INC	PATCH REPAIRS AT BARNES PARK	100-60-620-53371-00000	\$ 2,200.00
242457	08/10/2023	ROBERTSON INDUSTRIES INC	PATCH REPAIRS AT BARNES PARK	252-60-620-53371-00000	\$ 2,200.00
242458	08/10/2023	SAN GABRIEL VALLEY WATER COMPANY	COST OF WATER FOR JUN23-JULY25/2023-CITY PARKS	252-60-620-53402-00000	\$ 5,263.97
242459	08/10/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	100-60-620-50119-00000	\$ 168.05
242459	08/10/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	100-60-620-50119-15700	\$ 24.00
242459	08/10/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	251-60-620-50119-00000	\$ 15.00
242459	08/10/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	252-60-620-50119-00000	\$ 30.00
242459	08/10/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES-RAMON HERNANDEZ	100-60-620-50119-00000	\$ 180.00
242459	08/10/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES-RAMON HERNANDEZ	100-60-620-50119-15700	\$ 6.00
242459	08/10/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES-RAMON HERNANDEZ	240-60-620-50119-00000	\$ 15.00
242459	08/10/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES-RAMON HERNANDEZ	251-60-620-50119-00000	\$ 15.00
242459	08/10/2023	SHOETERIA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES-RAMON HERNANDEZ	252-60-620-50119-00000	\$ 51.00
242460	08/10/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR 5K RUN 8/5/23	501-60-000-22328-16146	\$ 39.75
242460	08/10/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR 5K RUN 8/5/23	501-60-000-22328-00000	\$ 199.59
242460	08/10/2023	SMART & FINAL	MATERIALS&SUPPLIES FOR SUMMER SPLASH EVENT 8/2/23	501-60-000-22328-00000	\$ 125.86
242460	08/10/2023	SMART & FINAL	MATERIALS&SUPPLIES FOR SUMMER SPLASH PARTY 8/2/23	501-60-000-22328-00000	\$ 95.97
242460	08/10/2023	SMART & FINAL	MATERIALS&SUPPLIES PURCHASED FOR 5K RUN 8/5/23	100-25-299-53100-11405	\$ 47.90
242461	08/10/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR JUN22-JUL24/2023-CITY PARKS	252-60-620-53401-00000	\$ 903.85
242462	08/10/2023	THE GAS COMPANY	COST OF GAS FOR JUN 26-JULY26,2023-ACT#02081841005	252-60-620-53400-00000	\$ 1,267.45
242463	08/14/2023	ANGELROSE MACEDO	REPLACEMENT FOR RETURNED PAYROLL ACH	999-00-000-10010-00000	\$ 882.89
242464	08/17/2023	A&M CARPETS & FLOORS INC	ADDITIONAL TILE TO BE REPLACED AT THE TEEN CENTER	100-60-620-53371-00000	\$ 650.00
242465	08/17/2023	ARC DOCUMENT SOLUTIONS LLC	BOND PAPER ROLLS FOR ENGINEERING PLOTTER	240-50-520-53100-00000	\$ 191.74
242466	08/17/2023	AZUSA WHOLESALE PLUMBING SUPPLY, INC	PLUMBING SUPLLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 582.30
242466	08/17/2023	AZUSA WHOLESALE PLUMBING SUPPLY, INC	PLUMBING SUPLLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	\$ 582.30
242467	08/17/2023	CALIFORNIA CONTRACT CITIES ASSOCIATION	MEMBERSHIP DUES FOR FY23/24(7/1/23-6/30/24)	100-25-299-53330-00000	\$ 6,100.00
242468	08/17/2023	CINTAS FIRST AID & SAFETY	LEASE OF AED UNIT@CITY& FIRST AID@COMMUNITY CENTER	403-10-160-51101-11350	\$ 1,142.27
242468	08/17/2023	CINTAS FIRST AID & SAFETY	LEASE OF AED UNIT@CITY& FIRST AID@COMMUNITY CENTER	100-60-610-53100-00000	\$ 266.88
242468	08/17/2023	CINTAS FIRST AID & SAFETY	LEASE OF AED UNIT@CITY& FIRST AID@COMMUNITY CENTER	403-10-160-51101-11350	\$ 125.61
242468	08/17/2023	CINTAS FIRST AID & SAFETY	LEASE OF AED UNIT@CITY& FIRST AID@COMMUNITY CENTER	100-60-610-53100-00000	\$ 90.41
242469	08/17/2023	D&D WHOLESALE DISTRIBUTORS INC	BANANAS FOR THE PRIDE OF THE VALLEY 5K RUN	501-60-000-22328-16146	\$ 126.90
242470	08/17/2023	DANIEL TORRES	REIM OF RENTAL DEPOSIT-WALNUT CREEK PATIO 8/5/23	501-60-000-22333-00000	\$ 100.00
242471	08/17/2023	DEBORAH MADON	REIM OF RENTAL DEPOSIT FOR SENIOR CENTER 7/22/23	501-60-000-22333-00000	\$ 190.00
242472	08/17/2023	GABRIEL CONTAINER CO.	PURCHASE OF CARD BOARD BOXES FOR FOOD GIVEAWAY PRO	275-60-713-53100-16072	\$ 642.60
242473	08/17/2023	GEMINI TIMING	TIMING EQUIP&SRVC-THE PRIDE OF THE VALLEY 5K RUN	100-60-610-51101-16146	\$ 3,696.90

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242474	08/17/2023	HELEN HERNANDEZ	MESH BANNERS FOR THE DOWNTOWN STREET MARKET	100-60-610-53320-16101	\$ 864.36
242474	08/17/2023	HELEN HERNANDEZ	SUPPLIES FOR DOWNTOWN ST MARKET&SPECIAL EVENT 8/8	100-60-610-53100-00000	\$ 97.66
242474	08/17/2023	HELEN HERNANDEZ	SUPPLIES FOR DOWNTOWN ST MARKET&SPECIAL EVENT 8/8	100-60-610-53100-16101	\$ 182.48
242475	08/17/2023	HLR MEDIA, LLC	RUN DATE 7/16/23 FOR 3301 PATRITTI AVE&GEN AMENDME	100-40-440-53330-00000	\$ 610.00
242475	08/17/2023	HLR MEDIA, LLC	PERMIT PROCESS-EV CHARGING&HYDROGEN-FUELING STATIO	100-40-450-53330-00000	\$ 224.00
242476	08/17/2023	IRMA GARCIA	MATERIALS & SUPPLIES FOR THE SENIOR CENTER	100-60-630-53100-00000	\$ 71.70
242477	08/17/2023	JIMMY WONG	MATERIALS AND SUPPLIES FOR THE SUMMER SPLASH 8/2/2	100-60-610-53100-00000	\$ 24.37
242478	08/17/2023	JUAN E. RAMIREZ	ENGLISH-SPANISH TRANSLATOR-COUNCIL MEETING(JULY)	100-10-110-51101-00000	\$ 4,150.00
242479	08/17/2023	LORENZO R SALLAS	STAGE, AUDIO AN LIGHTING FOR DOWNTOWN 8/10-9/14/23	100-60-610-51100-16101	\$ 7,503.33
242480	08/17/2023	NANCY ROXANN SANCHEZ	REGISTER OF SENIOR CLASS WAS UNABLE TO ATTEND	501-60-000-22327-00000	\$ 5.00
242481	08/17/2023	NICHOLS LUMBER & HARDWARE	PURCHASE FOR STAPLE,SIGN SLOW/STOP W HANLDE,EXTENS	254-50-550-53100-15705	\$ 104.72
242481	08/17/2023	NICHOLS LUMBER & HARDWARE	MATERIAL AND SUPPLIES-STAKES,X4 BOARDS	240-50-551-53100-15705	\$ 72.39
242481	08/17/2023	NICHOLS LUMBER & HARDWARE	PURCHASE FOR STAPLE,SIGN SLOW/STOP W HANLDE,EXTENS	254-50-550-53100-15705	\$ 81.53
242482	08/17/2023	ODP BUSINESS SOLUTIONS, LLC	GENERAL OFFICE SUPPLIES FOR PLANNING	100-40-440-53100-00000	\$ 8.26
242482	08/17/2023	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR PLANNING&ADMINISTRATION	100-40-400-53100-00000	\$ 7.45
242482	08/17/2023	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR PLANNING&ADMINISTRATION	100-40-440-53100-00000	\$ 14.73
242482	08/17/2023	ODP BUSINESS SOLUTIONS, LLC	GENERAL OFFICE SUPPLIES FOR PLANNING	100-40-440-53100-00000	\$ 25.34
242483	08/17/2023	PREMIERE FUELING SERVICES INC	MONTHLY DESIGNATED INSPECTION FOR FUEL PUMPS-JULY	402-50-590-51101-00000	\$ 150.00
242483	08/17/2023	PREMIERE FUELING SERVICES INC	MONTHLY DESIGNATED INSPECTION FOR FUEL PUMPS-JULY	402-50-591-51101-00000	\$ 150.00
242484	08/17/2023	PUENTE HILLS FORD LLC	REPAIR TO UNIT 306824 REAR AXLE BOLT FRACTURE	402-50-591-53371-00000	\$ 534.13
242484	08/17/2023	PUENTE HILLS FORD LLC	PURCHASED VALVE FOR UNIT 5074	402-50-590-53100-00000	\$ 88.43
242485	08/17/2023	RICHARD SOONG	PRINTING OF BUSINESS CARDS FOR NICK BALDWIN	100-40-440-53100-00000	\$ 54.50
242486	08/17/2023	ROADLINE PRODUCTS INC.	REPAIR KIT,PISTON, SEAT FOR 5065 GRAFFITI TRUCK	240-50-570-53100-14885	\$ 1,952.81
242487	08/17/2023	SAFELITE FULFILLMENT INC	REPLACE A BROKEN WINDOW ON UNIT 3130	402-50-591-51101-00000	\$ 716.34
242488	08/17/2023	SAN GABRIEL VALLEY WATER COMPANY	COST OF WATER- CITY BUILDINGS-6/29-8/1/2023	100-60-620-53402-00000	\$ 725.42
242488	08/17/2023	SAN GABRIEL VALLEY WATER COMPANY	COST OF WATER FOR CITY PARKS 6/29-8/1/2023	252-60-620-53402-00000	\$ 6,019.78
242489	08/17/2023	SANDRA GUTIERREZ	REIM DEPOSIT-GRAND PICNIC SHELTER/CANCEL-8/12/23	501-60-000-22333-00000	\$ 100.00
242490	08/17/2023	SECTRAN SECURITY INC.	SECTRAN SERVICE FOR AUGUST2023	100-25-299-53370-12404	\$ 415.63
242491	08/17/2023	SERVICE FIRST CONTRACTORS	MAINTENANCE SRVC AT MORGAN PARK SPLASH PAD 7/10/23	100-60-620-53371-00000	\$ 1,353.98
242491	08/17/2023	SERVICE FIRST CONTRACTORS	CHEMICALS PURCHASED FOR AQUATIC CENTER POOL	100-60-620-53100-00000	\$ 416.10
242491	08/17/2023	SERVICE FIRST CONTRACTORS	MAINTENANCE SRVC AT MORGAN PARK SPLASH PAD 7/18/23	100-60-620-53371-00000	\$ 814.47
242491	08/17/2023	SERVICE FIRST CONTRACTORS	MAINTENANCE SRVC AT MORGAN PARK SPLASH PAD	252-60-620-53371-00000	\$ 2,168.46
242492	08/17/2023	SHARON GRACE SANCHEZ	CONTRACT TO PROVIDE YOGA CLASSES 7/17-7/24/2023	501-60-000-22328-00000	\$ 100.00
242493	08/17/2023	SHOETERIA INC	BOOTS FOR ROBERTO CONTRERAS	240-50-551-53100-15705	\$ 149.57
242494	08/17/2023	SMART & FINAL	MATERIALS&SUPPLIES FOR SENIOR CENTER	100-60-630-53100-00000	\$ 211.92
242494	08/17/2023	SMART & FINAL	MATERIAL&SUPPLIES FOR ARC	100-60-680-53100-00000	\$ 94.22
242494	08/17/2023	SMART & FINAL	SUPPLIES FOR COMMUNITY CENTER	100-60-610-53100-00000	\$ 169.66
242494	08/17/2023	SMART & FINAL	MATERIALS&SUPPLIES FOR SENIOR CENTER	100-60-630-53100-00000	\$ 24.90
242494	08/17/2023	SMART & FINAL	MATERIALS&SUPPLIES FOR DOWNTOWN STRT MARKET	100-60-610-53100-16101	\$ 104.96
242494	08/17/2023	SMART & FINAL	SUPPLIES FOR COMMUNITY CENTER	100-60-610-53100-00000	\$ 27.45
242494	08/17/2023	SMART & FINAL	MATERIAL&SUPPLIES FOR FAMILY SEVICE CENTER	100-60-640-53100-00000	\$ 46.45
242495	08/17/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR CITY BUILDINGS 6/26-7/26/2023	100-60-620-53401-00000	\$ 32,148.59
242495	08/17/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR STREET LIGHTS-7/1-7/31/2023	251-50-530-53401-00000	\$ 47,695.65
242496	08/17/2023	SUNBELT RENTALS	RENTAL-CONCRETE MIXER AD SOLAR LIGHT TOWER 7/20/23	240-50-551-53391-15705	\$ 382.67
242496	08/17/2023	SUNBELT RENTALS	RENTAL-CONCRETE MIXER AD LIGHT TOWER 7/24-7/26/23	240-50-551-53391-15705	\$ 475.04
242497	08/17/2023	TERMINIX	EXTERMINATOR SERVICES AT CITY FACILITIES	252-60-620-53371-00000	\$ 93.00
242497	08/17/2023	TERMINIX	EXTERMINATOR SERVICES AT CITY FACILITIES	100-60-620-53371-00000	\$ 132.00
242497	08/17/2023	TERMINIX	EXTERMINATOR SERVICES AT CITY FACILITIES	100-60-620-53371-00000	\$ 49.00
242497	08/17/2023	TERMINIX	EXTERMINATOR SEVICES AT CITY FACILITIES	252-60-620-53371-00000	\$ 13.00
242497	08/17/2023	TERMINIX	EXTERMINATOR SERVICES AT CITY FACILITIES	252-60-620-53371-00000	\$ 75.00
242498	08/17/2023	TPX COMMUNICATIONS CO	LOCAL, LONG DISTANCE TELEPHONE AND	401-10-141-53403-11506	\$ 7,463.63
242499	08/17/2023	UNITED ROTARY BRUSH CORP	BRUSH BROOM REPLACEMENT FOR STREET SWEEPER	246-50-552-53100-15005	\$ 470.55
242500	08/17/2023	VANESSA AREVALO DE FUENTE	PAINT NITE ORIGINAL PAINTING&ARTISTS WORKSHOP 7/19	501-60-000-22328-00000	\$ 350.00
242500	08/17/2023	VANESSA AREVALO DE FUENTE	PAINT NITE ORIGINAL PAINTING&ARTISTS WORKSHOP 7/29	501-60-000-22328-00000	\$ 350.00
242501	08/17/2023	VERIZON WIRELESS	MOBILE SERVICE#870914792-00012-6/22-7/21/2023	100-40-450-53403-00000	\$ 427.81
242501	08/17/2023	VERIZON WIRELESS	MOBILE SERVICE#870914792-00012-6/22-7/21/2023	100-40-460-53403-00000	\$ 998.21
242502	08/17/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS&SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 76.78

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242502	08/17/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS&SUPPLIES FOR BUILDING MAINTENANCE	252-60-620-53100-00000	\$ 76.79
242503	08/17/2023	WEBCO LB LLC	SWEEP PARKING LOTS&PARKING STRUCTURE-JULY	254-50-560-51101-15734	\$ 4,200.00
242503	08/17/2023	WEBCO LB LLC	SWEEP PARKING LOTS&PARKING STRUCTURE-JULY	254-50-560-51101-15734	\$ 500.00
242504	08/17/2023	WESSEL PROPANE INC	LIQUID PROPANE FOR CITY TANKS	240-50-551-53100-15705	\$ 62.18
242505	08/17/2023	AMERICAN PAPER PLASTIC SERVICES	TRASH CONTAINER LINERS FOR STREET LANDSCAPE	251-50-560-53100-00000	\$ 1,387.77
242506	08/17/2023	ARCHITERRA INC	ASSIST IN THE REVIEW OF LANDSCAPING AND	100-40-000-22350-14135	\$ 687.51
242507	08/17/2023	CORDOBA CORPORATION	PROGRAM EVALUATION AND TRANSITION (CCA)	450-40-470-51101-00000	\$ 1,218.75
242508	08/17/2023	CWE	DESIGN BARNESPARK REGIONAL ENHANCED WATERSHED MGMT	258-50-520-58100-55001	\$ 26,307.74
242509	08/17/2023	PAULINA DAVALOS	VIDEO FOR SPRING FEST ON APRIL 8, 2023	501-60-000-22328-00000	\$ 600.00
242510	08/17/2023	ROADLINE PRODUCTS INC.	ULTRA LOK CORDLESS BANDING TOOL	245-50-550-53100-15622	\$ 2,000.00
242510	08/17/2023	ROADLINE PRODUCTS INC.	ULTRA LOK CORDLESS BANDING TOOL	251-50-562-53390-00000	\$ 1,452.63
242510	08/17/2023	ROADLINE PRODUCTS INC.	ULTRA LOK CORDLESS BANDING TOOL	254-50-550-53390-15705	\$ 1,000.00
242511	08/17/2023	SICO AMERICA INC.	PURCHASE OF 72 ROUND TABLES FOR SENIOR CENTER	275-60-713-53100-16075	\$ 25,549.54
242512	08/17/2023	SWEDLOWS DISTRIBUTORS INC	CABINET FOR LT. CROSS' OFFICE	100-30-340-53100-00000	\$ 1,365.47
242513	08/17/2023	YOLANDA ESPINOSA	REISSUE CHECK#241440 -REGISTRATION RECREATION 6/1	275-60-734-53370-16070	\$ 356.00
242514	08/17/2023	AGRISERVE PEST CONTROL INC	solis sample @ City Hall, H. Solis & M.Park lab fee	240-50-560-51100-00000	\$ 450.00
242514	08/17/2023	AGRISERVE PEST CONTROL INC	GOPHER CONTROL @ BARNES PARK	240-50-560-51100-00000	\$ 185.00
242514	08/17/2023	AGRISERVE PEST CONTROL INC	COMPOSITE SOIL SAMPLES W/LAB ANALYSIS	240-50-560-51100-00000	\$ 450.00
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-590-53100-00000	\$ (254.89)
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-590-53100-00000	\$ (36.49)
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-590-53100-00000	\$ 27.72
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-590-53100-00000	\$ 76.72
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-590-53100-00000	\$ 38.03
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-590-53100-00000	\$ 17.33
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-590-53100-00000	\$ 13.81
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-590-53100-00000	\$ 41.44
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-590-53100-00000	\$ 189.80
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-590-53100-00000	\$ 43.33
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-591-53100-00000	\$ 94.90
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-590-53100-00000	\$ (27.11)
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-591-53100-00000	\$ 50.59
242515	08/17/2023	CAR QUEST	VEHICLES SUPPLIES FOR DAILY OPERATION OF CITY CARS	402-50-591-53100-00000	\$ 448.23
242516	08/17/2023	CHICAS GRAPHICS AND DESIGN	NO PARKING SIGNS FOR SK AND SPECIAL EVENTS	255-50-550-53100-16146	\$ 895.78
242516	08/17/2023	CHICAS GRAPHICS AND DESIGN	PVC SIGNS-CONTRUCTION PRJ.	254-50-550-53100-15705	\$ 418.95
242517	08/17/2023	CINTAS FIRST AID & SAFETY	first aid SUPPLIES FOR CITY YAD AND MECH SHOP	402-50-590-53100-00000	\$ 209.19
242518	08/17/2023	DONALD NEWTON	PER DIEM POST FIELD TRAINING OFFICER UPDATE COURSE	100-30-310-53200-00000	\$ 241.50
242519	08/17/2023	ECO CAR SPA	CAR WASH FOR POLICE VEHICLES	402-50-591-51101-00000	\$ 212.00
242520	08/17/2023	HOSE-MAN INC	PURCHASE HOSES FOR STREET SWEEPER UNIT 5098	246-50-552-53100-15005	\$ 224.46
242521	08/17/2023	INDUSTRIAL CLEANING SYSTEMS	REPAIR OF PRESSURE WASHER BUS SHELTERS 7/24	245-50-581-53371-15510	\$ 345.81
242521	08/17/2023	INDUSTRIAL CLEANING SYSTEMS	REPAIR PRESSURE WASHER GRAFFITI TRUCK 7/24	245-50-570-53371-14885	\$ 52.02
242522	08/17/2023	INTERSTATE BATTERIES	BATTERIES FOR STOCK	402-50-590-53100-00000	\$ 176.05
242522	08/17/2023	INTERSTATE BATTERIES	BATTERIES FOR STOCK	402-50-591-53100-00000	\$ 334.10
242522	08/17/2023	INTERSTATE BATTERIES	STOCK BATTERIES	402-50-590-53100-00000	\$ 158.05
242523	08/17/2023	J.P. ENGINES INC.	MAINTENANCE ON UNIT 5064 DATED 7/28/2023	402-50-590-53371-00000	\$ 1,639.96
242524	08/17/2023	JOSE CASTRO	PER DIEM JOSE CASTRO @ 5 DAY 9/11-15, 2023	100-30-310-53200-00000	\$ 55.00
242525	08/17/2023	JTB SUPPLY COMPANY	PURCHASE OF 12' GREEN AND RED BALL LED LITE	254-50-550-53100-15705	\$ 2,094.66
242526	08/17/2023	LEWIS ENGRAVING INC	PLATE-NICK BALDWIN	100-40-440-53100-00000	\$ 11.58
242527	08/17/2023	LINXUP, LLC	GPS TRACKING ON ALL CITY VEHICLES	402-50-590-51101-00000	\$ 879.11
242528	08/17/2023	MARCO INDUSTRIES, INC	MATERIAL AND SUPPLIES FOR STREET SWEEPER UNIT 5098	246-50-552-53100-15005	\$ 815.52
242529	08/17/2023	PUENTE HILLS CHEVROLET	PURCHASE OF RESISTOR FOR UNIT 5033	402-50-590-53100-00000	\$ 93.95
242530	08/17/2023	JESSICA MARIA VAZQUEZ	RENT&DEPOSIT-SGVCOS PREVENTION/DIVERSION HOMELESS	270-60-610-53370-16064	\$ 3,000.00
242531	08/17/2023	ARAMARK UNIFORM SERVICES	L. LOERA, J. BACA, R. HERNANDEZ UNIFORMS	100-60-620-53100-00000	\$ 27.72
242531	08/17/2023	ARAMARK UNIFORM SERVICES	L. LOERA, J. BACA, R. HERNANDEZ YUNIFORM RENT	100-60-620-53100-00000	\$ 27.72
242531	08/17/2023	ARAMARK UNIFORM SERVICES	L. LOERA, J. BACA, R. HERNANDEZ UNIFORMS	100-60-620-53100-00000	\$ 27.72
242531	08/17/2023	ARAMARK UNIFORM SERVICES	L. LOERA, J. BACA, R. HERNANDEZ UNIFORMS	100-60-620-53100-00000	\$ 27.72
242532	08/17/2023	DUNN-EDWARDS CORP	PAINTING SUPPLIES FOR BUILDING MAINT.	100-60-620-53100-00000	\$ 686.58
242532	08/17/2023	DUNN-EDWARDS CORP	PAINTING SUPPLIES FOR BUILDING MAINT.	100-60-620-53100-00000	\$ 73.05

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242533	08/17/2023	GRAINGER, INC.	MATERIALS & SUPPLIES BUILDING MAINT.	100-60-620-53100-00000	\$ 772.62
242533	08/17/2023	GRAINGER, INC.	DOOR BARRICADE SIGN	100-60-620-53100-00000	\$ 77.08
242534	08/17/2023	HOME DEPOT	SPECIALIZED SPRAY PAINTS & COLORED PAINTS	245-50-570-53100-14885	\$ 150.34
242534	08/17/2023	HOME DEPOT	SPECIALIZED SPRAY PAINTS & COLORED PAINTS	245-50-570-53100-14885	\$ 627.20
242534	08/17/2023	HOME DEPOT	MATERIALS AND SUPPLIES	245-50-570-53100-14885	\$ 86.43
242534	08/17/2023	HOME DEPOT	SPECIALIZED SPRAY PAINTS & COLORED PAINTS	245-50-570-53100-14885	\$ 418.06
242534	08/17/2023	HOME DEPOT	MATERIAL AND SUPPLIES- MISC. ITEMS	251-50-560-53100-00000	\$ 458.10
242534	08/17/2023	HOME DEPOT	MATERIALS & SUPPLIES FOR LANDSCAPE MAINTENANCE	251-50-560-53100-00000	\$ 2,716.32
242534	08/17/2023	HOME DEPOT	SPECIALIZED SPRAY PAINTS & COLORED PAINTS	245-50-570-53100-14885	\$ 410.80
242535	08/17/2023	HOME DEPOT	BEHR PAINT	245-50-570-53100-14885	\$ 151.52
242536	08/17/2023	HOME DEPOT	CABLE TIE, FILTER	252-60-620-53100-00000	\$ 157.56
242536	08/17/2023	HOME DEPOT	GORILLA HEAVY DUTY MOUNTING	252-60-620-53100-00000	\$ 21.56
242536	08/17/2023	HOME DEPOT	WEATHER,TAMPER GFCI	252-60-620-53100-00000	\$ 28.85
242536	08/17/2023	HOME DEPOT	ENERGIZER BATTERIES	252-60-620-53100-00000	\$ 111.60
242536	08/17/2023	HOME DEPOT	ARNICA LAKE OAK	100-60-620-53100-00000	\$ 698.96
242536	08/17/2023	HOME DEPOT	ARNICA LAKE OAK	252-60-620-53100-00000	\$ 620.90
242536	08/17/2023	HOME DEPOT	FEIT 4FT TUBE	252-60-620-53100-00000	\$ 14.31
242536	08/17/2023	HOME DEPOT	HUSKY 4 WAY SILLCOCK KEY	100-60-620-53100-00000	\$ 12.09
242536	08/17/2023	HOME DEPOT	BTY6DP	100-60-620-53100-00000	\$ 22.03
242536	08/17/2023	HOME DEPOT	QUICKIE 24' SQUEEGEE WHANDLE	252-60-620-53100-00000	\$ 83.13
242536	08/17/2023	HOME DEPOT	CASTER NON MARK RUBBER	252-60-620-53100-00000	\$ 172.72
242536	08/17/2023	HOME DEPOT	BATTERIES	100-60-620-53100-00000	\$ 41.50
242536	08/17/2023	HOME DEPOT	ARNICA LAKE OAK	100-60-620-53100-00000	\$ 963.66
242536	08/17/2023	HOME DEPOT	ARNICA LAKE OAK	252-60-620-53100-00000	\$ 532.18
242536	08/17/2023	HOME DEPOT	HDX 12 GALLON FLIP TOP TOTE	252-60-620-53100-00000	\$ 92.47
242536	08/17/2023	HOME DEPOT	ENERIZER BATTERIES	100-60-620-53100-00000	\$ 74.40
242536	08/17/2023	HOME DEPOT	LOW ODOR AERO	100-60-620-53100-00000	\$ 37.47
242536	08/17/2023	HOME DEPOT	HUSKY STIFF SCRAPER/SPACKLING PASTE	252-60-620-53100-00000	\$ 18.15
242536	08/17/2023	HOME DEPOT	PLASTIC EL COMMERCIAL STA-TITE	252-60-620-53100-00000	\$ 31.95
242536	08/17/2023	HOME DEPOT	HDX TERRY TOWELS	100-60-620-53100-00000	\$ 35.26
242538	08/17/2023	JAMES R STONE	REPAIR PANIC BAR ON GLASS DOOR	100-60-620-53371-00000	\$ 242.50
242538	08/17/2023	JAMES R STONE	LOCK CHANGE, REPAIR HANDLE	100-60-620-53371-00000	\$ 242.50
242538	08/17/2023	JAMES R STONE	HEAY DUTY HANDLES, VACANT DEADBOLTS, INSTALLATION	100-60-620-53371-00000	\$ 1,309.97
242538	08/17/2023	JAMES R STONE	REPAIR DEADBOLT	100-60-620-53371-00000	\$ 182.50
242538	08/17/2023	JAMES R STONE	CAMPER SHELL LOCK HANDLE AND LABOR	100-60-620-53371-00000	\$ 253.56
242538	08/17/2023	JAMES R STONE	HANDLE, VANACY DEAD BOLT, DOOR CLOSER, INSTALL	100-60-620-53371-00000	\$ 1,913.37
242538	08/17/2023	JAMES R STONE	REPAIR CABINET LOCK	100-60-620-53371-00000	\$ 182.50
242538	08/17/2023	JAMES R STONE	REPAIR SPINNING KEY	100-60-620-53371-00000	\$ 182.50
242539	08/17/2023	LEWIS ENGRAVING INC	PLATES	100-60-620-53100-00000	\$ 40.24
242540	08/17/2023	LOS ANGELES COUNTY PUBLIC WORKS	FY 22/23 CITY SHR IMPL. COST OF OPTIONAL SVCS.	240-50-510-51100-15400	\$ 542.31
242541	08/21/2023	CAR QUEST	CREDIT MEMO - PART FOR CITY VEHICLES	402-50-590-53100-00000	\$ (161.94)
242541	08/21/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 42.92
242541	08/21/2023	CAR QUEST	CREDIT MEMO- PART FOR CITY VEHICLES	402-50-590-53100-00000	\$ (42.92)
242541	08/21/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 17.06
242541	08/21/2023	CAR QUEST	CREDIT MEMO- PART FOR CITY VEHICLES	402-50-590-53100-00000	\$ (17.06)
242541	08/21/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 67.15
242541	08/21/2023	CAR QUEST	CREDIT MEMO- PART FOR CITY VEHICLES	402-50-590-53100-00000	\$ (67.15)
242541	08/21/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 128.97
242541	08/21/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 35.82
242541	08/21/2023	CAR QUEST	CREDIT MEMO- PART FOR CITY VEHICLES	402-50-590-53100-00000	\$ (35.82)
242541	08/21/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 54.56
242541	08/21/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 20.64
242541	08/21/2023	CAR QUEST	CREDIT MEMO- PART FOR CITY VEHICLES	402-50-590-53100-00000	\$ (20.64)
242541	08/21/2023	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 31.94
242542	08/21/2023	CONVERGEONE, INC.	OETC SURVEILLANCE SYSTEM FOR POLICE DEPT,	275-60-765-58100-53006	\$ 30,665.48
242542	08/21/2023	CONVERGEONE, INC.	OETC SURVEILLANCE SYSTEM FOR POLICE DEPT,	275-60-765-58100-53006	\$ 6,112.62
242542	08/21/2023	CONVERGEONE, INC.	OETC SURVEILLANCE SYSTEM FOR POLICE DEPT,	275-60-765-58110-53006	\$ 26,972.88

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242543	08/21/2023	GALILEO TECHNOLOGIES CORPORATION	CNG STATION EQUIPMENT REPAIR ON 02/17/2023	244-50-510-51101-15507	\$ 27,752.57
242544	08/21/2023	HOME DEPOT	MISCELLANEOUS SUPPLIES FOR POTHOLE REPAIRS	240-50-551-53100-15705	\$ 19.80
242544	08/21/2023	HOME DEPOT	MISCELLANEOUS SUPPLIES FOR POTHOLE REPAIRS	240-50-551-53100-15705	\$ 48.15
242545	08/21/2023	KOMPAN, INC.	PARTS-PLAYGROUND EQUIPMENT AT WALNUT CREEK PARK	252-60-620-53100-00000	\$ 75.36
242546	08/21/2023	BANKCARD CENTER	FIRST STREET ALKAINE WATER BOTTLE	100-10-150-53100-00000	\$ 20.58
242546	08/21/2023	BANKCARD CENTER	BONITA CLEANER-TABLE COVER	100-10-150-53100-00000	\$ 22.00
242546	08/21/2023	BANKCARD CENTER	FEDEX-1 ORNIGHT SHIPMENT POST	100-10-150-53100-00000	\$ 55.05
242546	08/21/2023	BANKCARD CENTER	CREDIT CARD LATE FEE -INTEREST CHARGE	100-10-150-55745-00000	\$ 19.34
242546	08/21/2023	BANKCARD CENTER	CREDIT CARD LATE FEE	100-10-150-55745-00000	\$ 27.00
242547	08/21/2023	BANKCARD CENTER	DISPENSER	100-20-210-53100-00000	\$ 13.21
242547	08/21/2023	BANKCARD CENTER	MONITOR RISER LAPTOP	100-20-210-53100-00000	\$ 25.35
242547	08/21/2023	BANKCARD CENTER	DESK MAT, POWER STRIP, ORGANIZER	100-20-210-53100-00000	\$ 149.68
242548	08/21/2023	BANKCARD CENTER	PAYMENT SG VALLEY NEW SUBSCRIPTION	100-60-610-53330-00000	\$ 26.00
242549	08/21/2023	BANKCARD CENTER	OFFICE CHAIR	100-20-210-53100-00000	\$ 175.18
242549	08/21/2023	BANKCARD CENTER	CASH RECIEPT ENV., STORAGE BOX	100-20-210-53100-00000	\$ 147.57
242549	08/21/2023	BANKCARD CENTER	MATERIALS AND SUPPLIES	100-20-210-53100-00000	\$ 15.24
242549	08/21/2023	BANKCARD CENTER	SGV CHAPTER MTG REG. FEE-4 ATTENDEES	100-20-210-53350-00000	\$ 160.00
242549	08/21/2023	BANKCARD CENTER	IT -COMPUTER SUPPLIES	401-10-140-53390-00000	\$ 3,968.90
242550	08/21/2023	BANKCARD CENTER	PRINTING SERVICE HUB CITY WELLNESS WALK	100-10-110-53320-00000	\$ 407.34
242550	08/21/2023	BANKCARD CENTER	MONTHLY FEE DROPBOX SUBSCRIPTION @BP NOW LIVE	100-60-610-51100-00000	\$ 11.99
242550	08/21/2023	BANKCARD CENTER	FACEBOOK POST FOR PRIDE 5K	100-60-610-51101-16146	\$ 120.00
242550	08/21/2023	BANKCARD CENTER	FACEBOOK POST FOR PRIDE 5K	100-60-610-51101-16146	\$ 70.00
242550	08/21/2023	BANKCARD CENTER	FOODS PURCHASE FOR 4TH JULY EVENT	100-60-610-53100-16145	\$ 89.21
242550	08/21/2023	BANKCARD CENTER	PRINTING SERVICE FOR PRIDE 5K	100-60-610-53320-16146	\$ 332.05
242550	08/21/2023	BANKCARD CENTER	NETFLIX MONTHLY FEE-SENIOR CENTER	100-60-630-53330-00000	\$ 3.88
242550	08/21/2023	BANKCARD CENTER	REG. INCLUSIVE AFFORDABLE HOUSING BUS TOUR-YURKO R	100-60-640-53350-00000	\$ 26.53
242550	08/21/2023	BANKCARD CENTER	NETFLIX MONTHLY FEE-TEEN CENTER	100-60-660-53330-00000	\$ 3.87
242550	08/21/2023	BANKCARD CENTER	NETFLIX MONTHLY FEE-BARNES PARK	100-60-670-53330-15100	\$ 3.87
242550	08/21/2023	BANKCARD CENTER	NETFLIX MONTHLY FEE-ARC	100-60-680-53330-00000	\$ 3.87
242550	08/21/2023	BANKCARD CENTER	ANNUAL SUBSCRIPTION FEE -CANVA PRO SENIOR CENTER	501-60-000-22327-00000	\$ 149.90
242550	08/21/2023	BANKCARD CENTER	ADM. TICKETS CA SCIENCE CENTER FOR SUMMER CAMP	501-60-000-22328-00000	\$ 90.00
242550	08/21/2023	BANKCARD CENTER	DOME VENT FAN RESTROOM -CITY FACILITIES	501-60-000-22328-00000	\$ 161.32
242550	08/21/2023	BANKCARD CENTER	DOME VENT FAN RESTROOM- CITY FACILITIES	501-60-000-22328-00000	\$ 241.98
242550	08/21/2023	BANKCARD CENTER	DOME VENT FAN RESTROOM- CITY FACILITIES	501-60-000-22328-00000	\$ 241.98
242550	08/21/2023	BANKCARD CENTER	MATERIALS & SUPPLIES FOR BOXING PROGRAM	501-60-000-22328-16130	\$ 55.04
242551	08/21/2023	BANKCARD CENTER	PAYPAL-CALPERA CONF. KARINA 11/14 -11/17/23	100-10-150-53350-00000	\$ 1,135.00
242552	08/24/2023	LIBERTY MFG INC	REMIANING BALANCE FOR REPAIRES TO PD FIRE RANG	100-60-620-53371-00000	\$ 787.65
242553	08/24/2023	LOS ANGELES COUNTY PUBLIC WORKS	ROUTINE MAINTENANCE FOR TRAFFIC SIGNALS & LIGHTS	240-50-530-51100-00000	\$ 1,390.00
242553	08/24/2023	LOS ANGELES COUNTY PUBLIC WORKS	ROUTINE MAINTENANCE FOR TRAFFIC SIGNALS & LIGHTS	240-50-530-51100-00000	\$ 114.95
242554	08/24/2023	LOS ANGELES COUNTY PUBLIC WORKS	ROUTINE MAINTENANCE FOR TRAFFIC SIGNALS & LIGHTS	240-50-530-51100-00000	\$ 853.80
242554	08/24/2023	LOS ANGELES COUNTY PUBLIC WORKS	ROUTINE MAINTENANCE FOR TRAFFIC SIGNALS & LIGHTS	240-50-530-51100-00000	\$ 1,452.14
242554	08/24/2023	LOS ANGELES COUNTY PUBLIC WORKS	ROUTINE MAINTENANCE FOR TRAFFIC SIGNALS & LIGHTS	240-50-530-51100-00000	\$ 2,864.53
242554	08/24/2023	LOS ANGELES COUNTY PUBLIC WORKS	ROUTINE MAINTENANCE FOR TRAFFIC SIGNALS & LIGHTS	240-50-530-51100-00000	\$ 1,230.42
242555	08/24/2023	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	HAZ MAT SERVICES JUNE 2023	258-50-551-51101-00000	\$ 4,535.04
242556	08/24/2023	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR BUILDING & SAFETY	100-40-450-53100-00000	\$ 10.85
242556	08/24/2023	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR BUILDING & SAFETY	100-40-450-53100-00000	\$ 145.62
242557	08/24/2023	PACIFIC PRODUCTS & SERVICES LLC	MATERIAL & SUPPLIES -ROADWAY SIGN/PROJECT	245-50-550-53100-15622	\$ 2,068.80
242558	08/24/2023	PATRICIA NUNEZ	ROUTINE MAINTENANCE FOR TRAFFIC SIGNALS & LIGHTS	275-60-726-53370-16074	\$ 12.00
242559	08/24/2023	RAFAEL MORA GARIBAY	REFUND C & D 4437 WALNUT ST.	246-00-000-22540-00000	\$ 300.00
242560	08/24/2023	RCA INVESTMENTS INC	REPAIR TO POLICE BMW MOTORCYCLE - CLUTCH 6/9/2023	402-50-591-53371-00000	\$ 1,474.25
242561	08/24/2023	REYNOLDS BUICK INC	PARTS FOR HEAVY DUTY TRUCKS	402-50-590-53100-00000	\$ 352.72
242562	08/24/2023	SHARON GRACE SANCHEZ	CONTRACT SERVICES TO YOGA CLASSES 6/5-6/26/2023	501-60-000-22328-00000	\$ 244.00
242563	08/24/2023	SPARKLETTTS	WATER & COFFEE SUPPLIES FOR CITY FACILITIES	100-60-620-53100-00000	\$ 1,512.15
242563	08/24/2023	SPARKLETTTS	WATER AND COFFEE SUPPLIES FOR CITY YARD	100-60-620-53100-00000	\$ 80.77
242564	08/24/2023	SWANK MOTION PICTURES INC.	REMAINING BALANCE FOR MOVIE LICENSING FOR MOVIES	501-60-000-22328-00000	\$ 20.00
242565	08/24/2023	TAIT & Associates Inc	ARCHITECHTURAL AND ENGINEERING SERVICES FEB. 2023	275-50-765-58100-55016	\$ 6,258.60
242566	08/24/2023	TERMINIX	EXTERMINATOR SERVICES@CITY FACILITIES 6/12-13/2023	100-60-620-53371-00000	\$ 147.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242566	08/24/2023	TERMINIX	EXTERMINATOR SERVICES@CITY FACILITIES 6/12-13/2023	100-60-620-53371-00000	\$ 77.00
242566	08/24/2023	TERMINIX	EXTERMINATOR SERVICES@CITY FACILITIES 6/12-13/2023	100-60-620-53371-00000	\$ 196.00
242566	08/24/2023	TERMINIX	EXTERMINATOR SERVICES@CITY FACILITIES 6/12-13/2023	100-60-620-53371-00000	\$ 90.00
242566	08/24/2023	TERMINIX	EXTERMINATOR SERVICES@CITY FACILITIES 6/12-13/2023	100-60-620-53371-00000	\$ 59.00
242566	08/24/2023	TERMINIX	EXTERMINATOR SERVICES@CITY FACILITIES 6/12-13/2023	100-60-620-53371-00000	\$ 119.48
242567	08/24/2023	THE EMBLEM AUTHORITY	BALDWIN PARK POLICE BADGE PATCHES	100-30-310-53100-00000	\$ 890.50
242567	08/24/2023	THE EMBLEM AUTHORITY	BPPD UNIFORM SHOULDER PATCHES, 500/EA	100-30-340-53100-00000	\$ 835.00
242568	08/24/2023	THE SAUCE CREATIVE SERVICES CORP	DESIGN & PRINTING OF 7/4/2023 SPECTACULAR FLYER	100-60-610-51101-16145	\$ 743.06
242569	08/24/2023	VALLEY COUNTY WATER DIST	WATER SERVICES FOR TINY HOMES 6/22-7/26/2023	501-50-000-22000-55003	\$ 129.28
242570	08/24/2023	VERIZON WIRELESS	CELLULAR AND TABLET SERVICE FOR 5/22-6/21/2023	240-50-560-53403-00000	\$ 403.30
242570	08/24/2023	VERIZON WIRELESS	CELLULAR AND TABLET SERVICE FOR 5/22-6/21/2023	251-50-581-53403-00000	\$ 1,000.00
242570	08/24/2023	VERIZON WIRELESS	SERVICE FOR CELL PHONES AND TABLETS 5/22-6/21/2023	251-50-581-53403-00000	\$ 136.48
242571	08/24/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS&SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 569.39
242571	08/24/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS&SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 122.71
242571	08/24/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS&SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 283.18
242571	08/24/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS&SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 478.66
242571	08/24/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS&SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 478.66
242571	08/24/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS&SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 6.55
242571	08/24/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS&SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ (332.93)
242571	08/24/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS&SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 153.81
242571	08/24/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE 6/28	100-60-620-53100-00000	\$ 95.29
242571	08/24/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE 6/28	100-60-620-53100-00000	\$ 805.12
242571	08/24/2023	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 221.01
242572	08/24/2023	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	\$ 3,172.15
242573	08/24/2023	ANA KARINA RUEDA	REIMBURSEMENT EXPENSES FOR DRINKS & SNACKS	100-10-150-53200-00000	\$ 87.42
242573	08/24/2023	ANA KARINA RUEDA	CUSTOMER SERVICE TRAINING SUPPLIES	100-10-150-53200-00000	\$ 135.11
242573	08/24/2023	ANA KARINA RUEDA	CUSTOMER SERVICES TRAINING SUPPLIES	100-10-150-51101-11124	\$ 40.55
242573	08/24/2023	ANA KARINA RUEDA	REIMBURSEMENT EXPENSES FOR NATIONAL NIGHT OUT	100-10-120-53100-00000	\$ 156.37
242573	08/24/2023	ANA KARINA RUEDA	REIMBURSEMENT EXPENSES FOR NATIONAL NIGHT OUT	100-10-150-53100-11100	\$ 156.38
242574	08/24/2023	CONCENTRA HEALTH SERVICES, INC	1-TB TEST	100-10-150-51101-11122	\$ 17.00
242575	08/24/2023	DEPARTMENT OF JUSTICE	FINGERPRINTING SERVICES JULY 2023	100-10-150-51101-11124	\$ 147.00
242576	08/24/2023	EDWIN CARL SMITH	TILE PLAQUES REQUESTED BY CITY COUNCIL FOR GUY	100-10-100-53320-00000	\$ 18.20
242577	08/24/2023	NORMAN GONZALEZ	PER DIEM FOR SUPERVISOR LEADERSHIP COURSE 9/10-13	100-30-310-53200-00000	\$ 259.00
242578	08/24/2023	ODP BUSINESS SOLUTIONS, LLC	TONER	401-10-141-53100-11505	\$ 99.62
242578	08/24/2023	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	100-10-120-53100-00000	\$ 61.40
242578	08/24/2023	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	100-10-120-53100-00000	\$ 35.24
242578	08/24/2023	ODP BUSINESS SOLUTIONS, LLC	TONER	401-10-141-53100-11505	\$ 190.00
242578	08/24/2023	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR ENGINEERING DIVISION	240-50-510-53100-00000	\$ 65.04
242578	08/24/2023	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR ENGINEERING DIVISION	240-50-510-53100-00000	\$ 26.78
242579	08/24/2023	OFELIA BADAWI	ARPA SENIOR TRIPS & EVENTS REIM PRGRAM FOR 7/29/23	275-60-726-53370-16074	\$ 15.00
242580	08/24/2023	PAULINA DAVALOS	VIDEO FOR 2 SUMMER CONCERTS IN JULY 2023	230-60-610-51100-16144	\$ 500.00
242581	08/24/2023	REGIONAL TAP SERVICE CENTER	TAP BUS PASSES SOLD AT COMMUNITY CENTER	100-00-000-20014-00000	\$ 29.10
242582	08/24/2023	RICOH USA INC	LEASE PAYMENTS FOR 8 RICOH COPIERS	401-10-141-58140-11502	\$ 5,067.94
242583	08/24/2023	RIO HONDO COMM. COLLEGE	PHYSICAL FITNESS	100-30-310-53200-00000	\$ 25.00
242584	08/24/2023	RIVERSIDE COUNTY SHERIFF / BEN CLARK TRAINING CENTE	TUITION-FIREARMS INSTRUCTOR COURSE 9/11-15 JOSE C.	100-30-310-53200-00000	\$ 694.00
242585	08/24/2023	RKA CONSULTING GROUP	PROVIDE BUILDING PLAN CHECK AND INSPECTION APR. 23	100-40-450-51100-00000	\$ 10,913.75
242585	08/24/2023	RKA CONSULTING GROUP	PROVIDE BUILDING PLAN CHECK AND INSPECTION JUL.23	100-40-450-51100-00000	\$ 3,335.00
242586	08/24/2023	ROADLINE PRODUCTS INC.	MATERIAL & SUPPLIES -CORO CHECK -TRAFFIC	254-50-550-53100-15705	\$ 98.55
242587	08/24/2023	ROSARIO GALINDO	ARPA SENIOR TRIPS & EVENTS REIM FOR 7/29/2023	275-60-726-53370-16074	\$ 15.00
242588	08/24/2023	SAN GABRIEL VALLEY WATER COMPANY	COST OF WATER FOR SPRINKLERS	251-50-560-53402-00000	\$ 2,783.11
242589	08/24/2023	SMART & FINAL	MATERIALS & SUPPLIES FOR SENIOR CENTER	100-60-630-53100-00000	\$ 22.04
242590	08/24/2023	SO CAL SANITATION	RENTAL PORTABLE RESTROOM&WATER STATION 7/29-8/4/23	100-60-610-53391-16146	\$ 2,000.00
242590	08/24/2023	SO CAL SANITATION	RENTAL OF PORTABLE RESTROOM & WATER STATION	501-60-000-22328-16146	\$ 83.16
242591	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR:6/26-7/26/2023	245-50-530-53401-15535	\$ 209.13
242591	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR: SPRINKLERS 6/6-8/8/2023	251-50-560-53401-00000	\$ 597.17
242591	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR: AUDITORIUM 7/10-8/7/2023	100-60-620-53401-00000	\$ 7,499.27
242591	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR: 14204 OHIL ST. 7/10-8/7/2023	251-50-530-53401-00000	\$ 95.86

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242591	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR TRANSIT CENTER/PEDESTRIAN	254-60-620-53401-15882	\$ 8,700.88
242591	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR TRANSIT CENTER/PEDESTRIAN	254-60-620-53401-15882	\$ 983.31
242591	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR: 13911 1/2 LA ST. 7/11-8/8/2023	251-50-560-53401-00000	\$ 73.07
242591	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR: 14104 LA ST. 7/11-8/8/2023	251-50-530-53401-00000	\$ 88.27
242591	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR: RED CAR BUILDING 7/12-8/9/2023	100-60-620-53401-00000	\$ 26.60
242591	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR TRAFFIC SIGNALS & STREET	251-50-530-53401-00000	\$ 70.78
242592	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR TRAFFIC SIGNALS & STREET	251-50-530-53401-00000	\$ 75.34
242592	08/24/2023	SOUTHERN CALIFORNIA EDISON	COST OF ENERGY FOR TRAFFIC SIGNALS & STREET	251-50-530-53401-00000	\$ 85.69
242593	08/24/2023	SPORT PINS INTERNATIONAL	FINISHER MEDALS FOR ALL REGISTERED RUNNERS	100-60-610-53100-16146	\$ 6,168.69
242594	08/24/2023	STERICYCLE, INC.	COLLECTION OF BIOHAZARD MATERIALS	100-30-360-53100-00000	\$ 171.66
242595	08/24/2023	SUNSTATE EQUIPMENT CO	RENTAL OF GENERATOR FOR 7/4/2023 SPECTACULAR	100-60-610-53391-16145	\$ 1,047.99
242596	08/24/2023	TERESA A ALEXANDER	REIM FOR MATERIALS & SUPPLIES FOR COMMUNITY	100-60-610-53100-16101	\$ 15.01
242596	08/24/2023	TERESA A ALEXANDER	REIM FOR MATERIALS & SUPPLIES FOR COMMUNITY	501-60-000-22328-00000	\$ 20.67
242597	08/24/2023	THE GAS COMPANY	GAS SERVICES FOR TINY HOMES-13167 GARVEY AVE.	275-60-710-53370-66023	\$ 120.12
242597	08/24/2023	THE GAS COMPANY	COST OF GAS FOR CITY BUILDINGS 6/28-7/28/2023	100-60-620-53400-00000	\$ 1,140.38
242598	08/24/2023	TK ELEVATOR CORPORATION	ELEVATOR SERVICE & MAINTENANCE@ CITY HALL 8/1-10/31	100-60-620-53371-00000	\$ 1,469.89
242598	08/24/2023	TK ELEVATOR CORPORATION	ELEVATOR SERVICE & MAINTENANCE AT CITY HALL	100-60-620-53371-00000	\$ 104.07
242599	08/24/2023	TRIPLE P, SMITH AND ASSOCIATES, INC	COMMUNICATIONS & SOCIAL MEDIA SERVICES@CITY JUL.23	230-10-110-51100-11402	\$ 3,727.50
242600	08/24/2023	TRIPLE B CORPORATION	FOOD/PRODUCE FOR FREE SENIOR MEAL PROGRAM	275-60-713-53100-16075	\$ 3,525.25
242601	08/24/2023	VALLEY COUNTY WATER DIST	COST OF WATER FOR: CITY BUILDINGS 6/21-7/26/2023	100-60-620-53402-00000	\$ 2,392.25
242601	08/24/2023	VALLEY COUNTY WATER DIST	COST OF WATER FOR CITY PARKS	252-60-620-53402-00000	\$ 5,362.06
242601	08/24/2023	VALLEY COUNTY WATER DIST	COST OF WATER FOR: TRANSIT CENTER 6/22-7/26/23	254-60-620-53402-15882	\$ 530.37
242601	08/24/2023	VALLEY COUNTY WATER DIST	COST OF WATER FOR SPRINKLERS	251-50-560-53402-00000	\$ 10,286.07
242601	08/24/2023	VALLEY COUNTY WATER DIST	FOSTER DRAINAGE IMPROVEMENTS RELOCATION	258-50-520-58100-15105	\$ 21,243.60
242601	08/24/2023	VALLEY COUNTY WATER DIST	FOSTER DRAINAGE IMPROVEMENTS RELOCATION	258-50-520-58100-15105	\$ 12,467.70
242602	08/24/2023	VERIZON WIRELESS	CELL PHONE SERVCIES FROM JUNE 22-JULY 21	100-60-610-53403-00000	\$ 114.33
242602	08/24/2023	VERIZON WIRELESS	CELL PHONE SERVCIES FROM JUNE 22-JULY 21	100-60-620-53403-00000	\$ 82.80
242602	08/24/2023	VERIZON WIRELESS	CELL PHONE SERVCIES FROM JUNE 22-JULY 21	100-60-630-53403-00000	\$ 82.80
242602	08/24/2023	VERIZON WIRELESS	CELL PHONE SERVCIES FROM JUNE 22-JULY 21	100-60-640-53403-00000	\$ 120.81
242602	08/24/2023	VERIZON WIRELESS	CELL PHONE SERVCIES FROM JUNE 22-JULY 21	100-60-650-53403-00000	\$ 120.81
242602	08/24/2023	VERIZON WIRELESS	CELL PHONE SERVCIES FROM JUNE 22-JULY 21	100-60-660-53403-00000	\$ 41.40
242602	08/24/2023	VERIZON WIRELESS	CELL PHONE SERVCIES FROM JUNE 22-JULY 21	100-60-680-53403-00000	\$ 79.41
242602	08/24/2023	VERIZON WIRELESS	CELL PHONE SERVCIES FROM JUNE 22-JULY 21	252-60-620-53403-00000	\$ 82.80
242602	08/24/2023	VERIZON WIRELESS	CELL PHONE SERVICE FOR 6/2/2023-7/21/2023	100-40-405-53403-00000	\$ 50.80
242602	08/24/2023	VERIZON WIRELESS	CELL PHONE SERVICE FOR 6/2/2023-7/21/2023	220-40-420-53403-14700	\$ 50.80
242603	08/24/2023	YOLANDA MILLANO	ARPA SENIOR TRIPS & EVENTS REIM PROGRAM 7/29 TRIP	275-60-726-53370-16074	\$ 15.00
242604	08/24/2023	EVAN BROOKS ASSOCIATES, INC	ON-CALL PROFESSIONAL, AUTH PROCESS & FUND MGMT 4/2023	270-50-520-58100-15716	\$ 4,100.00
242605	08/24/2023	J & S STRIPING CO INC	REPAINT SPEED BUMPS	240-50-550-51100-15705	\$ 4,958.00
242606	08/24/2023	ALL AMERICAN ASPHALT CORP	CONSTRUCTION CONTRACT FOR SAN GABRIEL RIVER	245-50-520-58100-15538	\$ 378,962.40
242606	08/24/2023	ALL AMERICAN ASPHALT CORP	CONSTRUCTION CONTRACT FOR SAN GABRIEL RIVER	270-50-520-58100-15538	\$ 47,015.83
242607	08/24/2023	AUTOMATION SOLUTIONS, INC.	INSPECT & CLEAN CITY OWNED SOLAR PANELS	251-50-530-51101-00000	\$ 6,100.00
242608	08/24/2023	CONVERGEONE, INC.	INSTALLATION OF NEW SECURITY CAMERAS @ SERENITY HO	270-50-595-53371-55023	\$ 40.22
242608	08/24/2023	CONVERGEONE, INC.	INSTALLATION OF NEW SECURITY CAMERAS AT	270-50-595-53371-55023	\$ 8,473.33
242608	08/24/2023	CONVERGEONE, INC.	INSTALLATION OF NEW SECURITY CAMERAS AT	270-50-595-53371-55023	\$ 9,934.00
242609	08/24/2023	COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE	ANIMAL CONTROL SERVICES JUNE 2023	100-30-390-51100-13250	\$ 58,778.02
242610	08/24/2023	COVINA NICE CLEANERS	INMATE UNIFORMS AND BEDDING FOR 6	100-30-310-51101-00000	\$ 70.00
242610	08/24/2023	COVINA NICE CLEANERS	IMMATE UNIFORMS AND BEDDING	100-30-310-51101-00000	\$ 70.00
242611	08/24/2023	CWS SYSTEMS INC.	CONSTRUCTION CONTRACT FOR FOSTER AVENUE	255-50-520-58100-15105	\$ 70,100.50
242611	08/24/2023	CWS SYSTEMS INC.	CONSTRUCTION CONTRACT FOR FOSTER AVENUE	258-50-520-58100-15105	\$ 277,029.50
242612	08/24/2023	EVAN BROOKS ASSOCIATES, INC	PROFESSIONAL SERVICE AGR-REFUELING STATION BADILLO	244-50-510-51100-00000	\$ 4,000.00
242612	08/24/2023	EVAN BROOKS ASSOCIATES, INC	PROFESSIONAL SERVICE AGR-REFUELING STATION BADILLO	244-50-520-58100-15507	\$ 1,159.50
242612	08/24/2023	EVAN BROOKS ASSOCIATES, INC	DESIGN, ENGINEERING AND PROJECT MANAGEMENT	244-50-520-58100-15507	\$ 3,040.50
242612	08/24/2023	EVAN BROOKS ASSOCIATES, INC	HIGHWAY IMPRV. PRG. (HSIP) -RAILROAD CROSSING	270-50-520-58100-15550	\$ 1,217.00
242612	08/24/2023	EVAN BROOKS ASSOCIATES, INC	HIGHWAY SAFETY IMPROVEMENTS PROGRAM (HSIP):	255-50-520-58100-15550	\$ 3,778.00
242613	08/24/2023	FRONTIER COMMUNICATIONS	MONTHLY SERVICE 5/28/2023	100-30-340-53403-00000	\$ 171.35
242613	08/24/2023	FRONTIER COMMUNICATIONS	MONTHLY SERVICE -6/28/2023	100-30-340-53403-00000	\$ 171.35
242614	08/24/2023	GARVEY AVE BALDWIN PARK LLC	REUND DEP. -C&D PROGRAM -PRJ. 13057 GARVEY AVE.	246-00-000-22540-00000	\$ 15,000.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242615	08/24/2023	JEREMY CROSS	REIMB. CONFERENCE STAY-BEST WEST, PLUS 6/4 -6/8/23	100-30-300-53350-00000	\$ 623.48
242616	08/24/2023	JESSICA SOTO	INSTRUCTOR FOR LIFEGUARD CERTIFICATION- 5/27 &5/28	501-60-000-22329-00000	\$ 688.00
242616	08/24/2023	JESSICA SOTO	PROVIDE LIFEGUARD CERTIFICATION COURSE	501-60-000-22329-00000	\$ 1,260.00
242617	08/24/2023	JOHN L HUNTER & ASSOCIATES INC	CONSULTANT SERVICES FOR CITY'S NPDES STORM	258-50-510-51100-15400	\$ 495.00
242618	08/24/2023	JUAN CHAVEZ	NANDINA 'FIREPOWER' -150	251-50-560-53100-00000	\$ 3,444.06
242618	08/24/2023	JUAN CHAVEZ	FESTUCA "ELIJAH BLUE" -300	251-50-560-53100-00000	\$ 1,157.63
242619	08/24/2023	MANUEL MALDONADO	REFUND SECURITY DEP.-C&D PROG. @4854 BLEECKER ST.	246-00-000-22540-00000	\$ 935.00
242620	08/24/2023	ANTONIA MACIAS	ARP SENIOR TRIP&REIM_8/3 REDONDO BEACH&FARMERS MAR	275-60-726-53370-16074	\$ 20.00
242621	08/24/2023	ARACELI MAGANA	REIM OF RENTAL DEPOSIT:SENIOR CENTER,ADOBE 8/13/23	501-60-000-22333-00000	\$ 300.00
242622	08/24/2023	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 27.72
242622	08/24/2023	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 18.48
242622	08/24/2023	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 9.24
242622	08/24/2023	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 18.48
242622	08/24/2023	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 18.48
242623	08/24/2023	AT&T MOBILITY	WIRELESS AIR CARDS FOR MOBILE DATA COMPUTERS	100-30-310-53403-00000	\$ 1,623.51
242623	08/24/2023	AT&T MOBILITY	WIRELESS AIR CARDS FOR MOBILE DATA COMPUTERS	100-30-310-53403-00000	\$ 1,623.59
242624	08/24/2023	BANKCARD CENTER	CREDIT CARD EXPENSES FOR PERIOD 7/10/23 TO 8/9/23	100-40-405-53330-00000	\$ 125.00
242625	08/24/2023	BANKCARD CENTER	WEBINAR 500 MONTHLY	100-25-299-53370-17050	\$ 41.20
242625	08/24/2023	BANKCARD CENTER	DUO ESSENTIALS MONTHLY	100-25-299-53370-17050	\$ 210.00
242625	08/24/2023	BANKCARD CENTER	ICLOUD 50 GIG	401-10-140-53330-00000	\$ 0.99
242625	08/24/2023	BANKCARD CENTER	DESKTOP FOR MAC BUSINESS ED 1 YR	401-10-140-53330-00000	\$ 112.49
242625	08/24/2023	BANKCARD CENTER	NETWORK CABLE TESTER/HP BATTERY	401-10-140-53390-00000	\$ 142.86
242625	08/24/2023	BANKCARD CENTER	BRADY AUTHENTIC MULTI-PURPOST NYLON LABEL	401-10-140-53390-00000	\$ 36.92
242625	08/24/2023	BANKCARD CENTER	ARUBA INSTANT ON POE	401-10-140-53390-00000	\$ 256.60
242625	08/24/2023	BANKCARD CENTER	APC BATTERY REPLACEMENT	401-10-140-53390-00000	\$ 231.38
242626	08/24/2023	BANKCARD CENTER	PURCHASE OF DESIGN & MANUFACTURE SWAT PIN	100-30-340-53100-13040	\$ 558.50
242626	08/24/2023	BANKCARD CENTER	KEYBOARD RISER FOR LT. DAVID LEON	100-30-360-53100-00000	\$ 99.21
242627	08/24/2023	CARLOS VALLE	CITYWIDE JANITORIAL SERVICES FOR CITY FACILITIES	100-60-620-53371-00000	\$ 5,200.00
242627	08/24/2023	CARLOS VALLE	CITYWIDE JANITORIAL SERVICES FOR CITY FACILITIES	245-60-620-53371-15882	\$ 1,300.00
242627	08/24/2023	CARLOS VALLE	CITYWIDE JANITORIAL SERVICES FOR CITY FACILITIES	252-60-620-53371-00000	\$ 6,898.00
242628	08/24/2023	CELIDA DIAZ GARIBALDO	ARP SENIOR TRIP&REIM PRO-JULY29 TRIP IN HUNTINGTON	275-60-726-53370-16074	\$ 15.00
242628	08/24/2023	CELIDA DIAZ GARIBALDO	ARP SENIOR TRIP&REIM_8/3 REDONDO BEACH&FARMERS MAR	275-60-726-53370-16074	\$ 10.00
242629	08/24/2023	CHICAS GRAPHICS AND DESIGN	TROPHIES FOR YOUNG SPORTS STARS T-BALL	501-60-000-22326-00000	\$ 1,905.12
242629	08/24/2023	CHICAS GRAPHICS AND DESIGN	TROPHIES FOR BILLIARD&PING PONG TOURNAMENTS	100-60-630-53100-00000	\$ 92.61
242630	08/24/2023	CONCHITA RENON VILLAR	ARP SENIOR TRIP&REIM_8/3 REDONDO BEACH&FARMERS MAR	275-60-726-53370-16074	\$ 10.00
242631	08/24/2023	DURHAM SCHOOL SERVICES	TRANSPORTATION SVS FOR SUMMER DAY CAMP-KNOTT- 7/26	275-60-737-51101-16071	\$ 2,405.50
242632	08/24/2023	ESTHER SANCHEZ	ARP SENIOR TRIP&REIM PRO-JULY29 TRIP IN HUNTINGTON	275-60-726-53370-16074	\$ 15.00
242633	08/24/2023	ESTHER SOLIS	ARP SENIOR TRIP&REIM PRO-JULY29 TRIP IN HUNTINGTON	275-60-726-53370-16074	\$ 15.00
242633	08/24/2023	ESTHER SOLIS	ARP SENIOR TRIP&REIM_8/3 REDONDO BEACH&FARMERS MAR	275-60-726-53370-16074	\$ 10.00
242634	08/24/2023	E-Z UP FACTORY STORE	WEIGHT BAGS FOR STREET MARKET	100-60-610-53100-16101	\$ 880.88
242635	08/24/2023	FEDEX OFFICE	PRINTING SRVC FOR SUMMER DAY CAMP 07/28/2023	100-60-650-53100-00000	\$ 302.07
242636	08/24/2023	FRONTIER COMMUNICATIONS	ANNUAL TELEPHONE USAGE LOCAL CALLS	401-10-141-53403-11506	\$ 1,543.22
242637	08/24/2023	GLECY CUSTODIA	ARP SENIOR TRIP&REIM_8/3 REDONDO BEACH&FARMERS MAR	275-60-726-53370-16074	\$ 10.00
242638	08/24/2023	GOVERNMENT TRAINING AGENCY	REG. POST RECORD SUPERVISOR COURSE-JOAN G. 9/25-29	100-30-310-53200-00000	\$ 517.00
242639	08/24/2023	INLAND EMPIRE STAGES, LTD	TRANSPORTATION FOR SENIOR CENTER ON 8/4/2023	275-60-726-51101-16074	\$ 1,438.80
242639	08/24/2023	INLAND EMPIRE STAGES, LTD	TRANSPORTATION FOR SENIOR CENTER 7/29/2023	275-60-726-51101-16074	\$ 1,395.20
242640	08/24/2023	IPERMIT	PERMIT REFUND 12717 BLENHEIM ST,BLDG	100-40-000-43400-00000	\$ 311.20
242641	08/24/2023	ISABEL RATZ	ARP SENIOR TRIP&REIM_8/3 REDONDO BEACH&FARMERS MAR	275-60-726-53370-16074	\$ 10.00
242642	08/24/2023	JOAN GASCA	POST RECORD SUPERVISOR COURSE -JOAN G. 9/24 -9/29	100-30-310-53200-00000	\$ 407.00
242643	08/24/2023	JOSEFINA SIORDIA	ARP SENIOR TRIP&REIM_8/3 REDONDO BEACH&FARMERS MAR	275-60-726-53370-16074	\$ 10.00
242644	08/24/2023	KUSTOM SIGNALS INC.	RAPTOR RADAR UNIT FOR TRAFFIC OFFICE	271-30-350-53100-17224	\$ 1,769.72
242645	08/24/2023	LOLITA C. APOYON	ARP SENIOR TRIP&REIM PRO-JULY29 TRIP IN HUNTINGTON	275-60-726-53370-16074	\$ 15.00
242645	08/24/2023	LOLITA C. APOYON	ARP SENIOR TRIP&REIM_8/3 REDONDO BEACH&FARMERS MAR	275-60-726-53370-16074	\$ 10.00
242646	08/24/2023	LORENZA CHIU	ARP SENIOR TRIP&REIM_8/3 REDONDO BEACH&FARMERS MAR	275-60-726-53370-16074	\$ 20.00
242647	08/24/2023	LORENZO R SALLAS	PROVIDE STAGE, AUDIO AN LIGHTING FOR DOWNTOWN	100-60-610-51100-16101	\$ 7,503.33
242648	08/24/2023	MARIA ANGELES GODOY	ARP SENIOR TRIP&REIM PRO-JULY29 TRIP IN HUNTINGTON	275-60-726-53370-16074	\$ 15.00
242648	08/24/2023	MARIA ANGELES GODOY	ARPA SENIOR TRIP&REIM PRO-JULY29 TRIP> HUNTINGTON	275-60-726-53370-16074	\$ 15.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
242649	08/24/2023	MARIA LUISA ROMO	ARP SENIOR TRIP&REIM_8/3 REDONDO BEACH&FARMERS MAR	275-60-726-53370-16074	\$ 20.00
242650	08/24/2023	MERCEDES BELTRAN	ARP SENIOR TRIP&REIM PRO-JULY29 TRIP IN HUNTINGTON	275-60-726-53370-16074	\$ 15.00
242650	08/24/2023	MERCEDES BELTRAN	ARP SENIOR TRIP&REIM_8/3 REDONDO BEACH&FARMERS MAR	275-60-726-53370-16074	\$ 10.00
242651	08/24/2023	FOOD 4 LESS	FOOD PURCHASE FOR FOOD GIVEAWAY ON 9/1/23	275-60-713-53100-16072	\$ 14,307.00
DFT0007179	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,962.06
DFT0007197	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	\$ 7,309.09
DFT0007198	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT HEALTH INSURANCE	100-00-000-21210-00000	\$ 2,656.50
DFT0007199	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM TRADITIONAL HEALTH INSURANCE	100-00-000-21210-00000	\$ 942.74
DFT0007200	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	\$ 36,818.53
DFT0007201	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,629.09
DFT0007202	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 755.29
DFT0007203	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD TRIO	100-00-000-21210-00000	\$ 859.94
DFT0007204	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	PORAC - POLICE ONLY HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,870.00
DFT0007205	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,380.20
DFT0007206	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	RETRO HEALTH INSURANCE PREMIUM	100-00-000-21210-00000	\$ 377.32
DFT0007207	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HARMONY HEALTH INSURANCE	100-00-000-21210-00000	\$ 713.55
DFT0007208	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS GOLD HEALTH INSURANCE	100-00-000-21210-00000	\$ 3,500.88
DFT0007209	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS PLATINUM HEALTH INSURANCE	100-00-000-21210-00000	\$ 2,779.27
DFT0007224	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	\$ 369.15
DFT0007225	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	\$ 12,309.28
DFT0007226	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,281.34
DFT0007227	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTHCARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 675.00
DFT0007228	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS GOLD HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,350.00
DFT0007240	07/06/2023	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	\$ 183.21
DFT0007241	07/06/2023	PERS-RETIREMENT	PERS REDEPOSIT	100-00-000-21206-00000	\$ 21.78
DFT0007242	07/06/2023	PERS-RETIREMENT	PERS SWORN- 344	100-00-000-21206-00000	\$ 17,452.76
DFT0007243	07/06/2023	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	\$ 16,203.00
DFT0007244	07/06/2023	PERS-RETIREMENT	PERS SWORN 351	100-00-000-21206-00000	\$ 11,170.24
DFT0007245	07/06/2023	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	\$ 8,825.99
DFT0007246	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	\$ 7,309.09
DFT0007247	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT HEALTH INSURANCE	100-00-000-21210-00000	\$ 2,656.50
DFT0007248	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM TRADITIONAL HEALTH INSURANCE	100-00-000-21210-00000	\$ 942.74
DFT0007249	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	\$ 37,986.58
DFT0007250	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,629.09
DFT0007251	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 755.29
DFT0007252	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD TRIO	100-00-000-21210-00000	\$ 859.94
DFT0007253	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	PORAC - POLICE ONLY HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,870.00
DFT0007254	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,380.20
DFT0007255	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	RETRO HEALTH INSURANCE PREMIUM	100-00-000-21210-00000	\$ 377.32
DFT0007256	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HARMONY HEALTH INSURANCE	100-00-000-21210-00000	\$ 713.55
DFT0007257	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS GOLD HEALTH INSURANCE	100-00-000-21210-00000	\$ 3,500.88
DFT0007258	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS PLATINUM HEALTH INSURANCE	100-00-000-21210-00000	\$ 2,779.27
DFT0007268	07/06/2023	PERS-RETIREMENT	PERS SWORN CITY PAID - PEPRA	100-00-000-21256-00000	\$ 17,157.39
DFT0007269	07/06/2023	PERS-RETIREMENT	PERS SWORN ER REG PAY	100-00-000-21256-00000	\$ 29,477.38
DFT0007270	07/06/2023	PERS-RETIREMENT	PT PERS MISC CITY PAID	100-00-000-21256-00000	\$ 942.15
DFT0007271	07/06/2023	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	\$ 23,119.32
DFT0007272	07/06/2023	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-00000	\$ 15,551.51
DFT0007273	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	\$ 369.15
DFT0007274	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	\$ 12,309.28
DFT0007275	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,281.34
DFT0007276	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTHCARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 675.00
DFT0007277	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS GOLD HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,350.00
DFT0007291	07/20/2023	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	\$ 23.25
DFT0007292	07/20/2023	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	\$ 1,697.82
DFT0007293	07/20/2023	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-00000	\$ 2,988.16
DFT0007298	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	RETIRED PREMIUM	100-25-299-50223-00000	\$ 20,989.00
DFT0007299	07/06/2023	CALIFORNIA PUBLIC EMPLOYEES'	ACTIVE & RETIRED ADMIN FEE	100-25-299-50220-00000	\$ 865.79

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
DFT0007343	07/12/2023	MASSMUTUAL	EMPOWER	100-00-000-21213-00000	\$ 9,660.00
DFT0007344	07/27/2023	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	\$ 12.00
DFT0007345	07/27/2023	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	\$ 96.00
DFT0007346	07/27/2023	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	\$ 108.00
DFT0007347	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,962.06
DFT0007348	07/12/2023	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-00000	\$ 5,250.00
DFT0007349	07/27/2023	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	\$ 142.56
DFT0007350	07/27/2023	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-00000	\$ 190.08
DFT0007351	07/12/2023	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	\$ 287.33
DFT0007352	07/12/2023	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	\$ 505.98
DFT0007353	07/12/2023	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	\$ 20.00
DFT0007355	07/13/2023	MASSMUTUAL	EMPOWER	100-00-000-21213-00000	\$ 13,747.00
DFT0007356	07/13/2023	MASSMUTUAL	EMPOWER RETIREMENT	100-00-000-21213-00000	\$ 2,919.83
DFT0007357	07/13/2023	MASSMUTUAL	EMPOWER	100-00-000-21232-00000	\$ 1,492.00
DFT0007358	07/13/2023	MASSMUTUAL	EMPOWER	100-00-000-21232-00000	\$ 809.07
DFT0007359	07/13/2023	AMERICAN FIDELITY ASSURANCE COMPANY	FSA - AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 977.88
DFT0007360	08/03/2023	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	\$ 197.30
DFT0007361	08/03/2023	PERS-RETIREMENT	PERS REDEPOSIT	100-00-000-21206-00000	\$ 21.78
DFT0007362	08/03/2023	PERS-RETIREMENT	PERS SWORN- 344	100-00-000-21206-00000	\$ 20,643.90
DFT0007363	08/03/2023	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	\$ 17,016.32
DFT0007364	08/03/2023	PERS-RETIREMENT	PERS SWORN 351	100-00-000-21206-00000	\$ 11,168.67
DFT0007365	08/03/2023	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	\$ 10,785.28
DFT0007366	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	\$ 7,309.09
DFT0007367	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT HEALTH INSURANCE	100-00-000-21210-00000	\$ 3,394.41
DFT0007368	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM TRADITIONAL HEALTH INSURANCE	100-00-000-21210-00000	\$ 942.74
DFT0007369	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	\$ 37,173.17
DFT0007370	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,604.09
DFT0007371	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 755.29
DFT0007372	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD TRIO	100-00-000-21210-00000	\$ 859.94
DFT0007373	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	PORAC - POLICE ONLY HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,870.00
DFT0007374	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,355.20
DFT0007375	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	RETRO HEALTH INSURANCE PREMIUM	100-00-000-21210-00000	\$ 717.51
DFT0007376	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HARMONY HEALTH INSURANCE	100-00-000-21210-00000	\$ 713.55
DFT0007377	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS GOLD HEALTH INSURANCE	100-00-000-21210-00000	\$ 3,810.70
DFT0007378	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS PLATINUM HEALTH INSURANCE	100-00-000-21210-00000	\$ 2,779.27
DFT0007379	07/13/2023	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 3,575.97
DFT0007380	07/13/2023	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 617.08
DFT0007381	07/13/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 72.07
DFT0007382	07/13/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 125.19
DFT0007383	07/13/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 18.81
DFT0007384	07/13/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 51.54
DFT0007385	07/13/2023	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-00000	\$ 3,175.00
DFT0007386	07/13/2023	MASSMUTUAL	MASS MUTUAL CITY PAID	100-00-000-21257-00000	\$ 2,550.00
DFT0007387	07/13/2023	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-00000	\$ 937.18
DFT0007388	08/03/2023	PERS-RETIREMENT	PERS SWORN CITY PAID - PEPRA	100-00-000-21256-00000	\$ 20,328.54
DFT0007389	08/03/2023	PERS-RETIREMENT	PERS SWORN ER REG PAY	100-00-000-21256-00000	\$ 33,642.88
DFT0007390	08/03/2023	PERS-RETIREMENT	PT PERS MISC CITY PAID	100-00-000-21256-00000	\$ 1,206.27
DFT0007391	08/03/2023	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	\$ 26,338.93
DFT0007392	08/03/2023	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-00000	\$ 18,622.59
DFT0007393	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	\$ 369.15
DFT0007394	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	\$ 12,709.28
DFT0007395	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,306.34
DFT0007396	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTHCARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 700.00
DFT0007397	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS GOLD HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,400.00
DFT0007398	07/13/2023	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	\$ 124,207.92
DFT0007399	07/13/2023	INTERNAL REVENUE SERVICE	SOCIAL SECURITY PAYMENT	100-00-000-21200-00000	\$ 8,091.50
DFT0007400	07/13/2023	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	\$ 27,876.64

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
DFT0007401	07/13/2023	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	\$ 48,268.25
DFT0007402	06/30/2023	S.E.I.U. LOCAL 721	JUNE DUES PP#11-12	100-00-000-21220-00000	\$ 3.00
DFT0007402	06/30/2023	S.E.I.U. LOCAL 721	JUNE DUES PP#11-12	100-00-000-21220-00000	\$ 2,066.19
DFT0007402	06/30/2023	S.E.I.U. LOCAL 721	JUNE DUES PP#11-12	100-00-000-21220-00000	\$ 100.00
DFT0007405	08/03/2023	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	\$ (8.75)
DFT0007407	08/03/2023	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-00000	\$ (12.48)
DFT0007408	07/19/2023	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	\$ 2.10
DFT0007410	07/19/2023	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	\$ 0.90
DFT0007415	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	RETRO HEALTH INSURANCE PREMIUM	100-00-000-21210-00000	\$ (377.32)
DFT0007418	07/20/2023	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	\$ 83.01
DFT0007419	07/20/2023	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	\$ 10.94
DFT0007420	07/20/2023	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	\$ 32.36
DFT0007421	07/27/2023	MASSMUTUAL	EMPOWER	100-00-000-21213-00000	\$ 13,797.00
DFT0007422	07/27/2023	MASSMUTUAL	EMPOWER RETIREMENT	100-00-000-21213-00000	\$ 2,733.38
DFT0007423	07/27/2023	MASSMUTUAL	EMPOWER	100-00-000-21232-00000	\$ 1,492.00
DFT0007424	07/27/2023	MASSMUTUAL	EMPOWER	100-00-000-21232-00000	\$ 743.25
DFT0007425	07/27/2023	AMERICAN FIDELITY ASSURANCE COMPANY	FSA - AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 977.88
DFT0007426	08/17/2023	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	\$ 197.16
DFT0007427	08/17/2023	PERS-RETIREMENT	PERS REDEPOSIT	100-00-000-21206-00000	\$ 21.78
DFT0007428	08/17/2023	PERS-RETIREMENT	PERS SWORN- 344	100-00-000-21206-00000	\$ 20,045.62
DFT0007429	08/17/2023	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	\$ 16,631.40
DFT0007430	08/17/2023	PERS-RETIREMENT	PERS SWORN 351	100-00-000-21206-00000	\$ 10,719.94
DFT0007431	08/17/2023	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	\$ 10,868.63
DFT0007432	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	\$ 7,309.09
DFT0007433	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT HEALTH INSURANCE	100-00-000-21210-00000	\$ 3,394.41
DFT0007434	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM TRADITIONAL HEALTH INSURANCE	100-00-000-21210-00000	\$ 942.74
DFT0007435	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	\$ 37,457.95
DFT0007436	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,604.09
DFT0007437	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 755.29
DFT0007438	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD TRIO	100-00-000-21210-00000	\$ 859.94
DFT0007439	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	PORAC - POLICE ONLY HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,870.00
DFT0007440	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,355.20
DFT0007441	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	RETRO HEALTH INSURANCE PREMIUM	100-00-000-21210-00000	\$ 340.19
DFT0007442	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HARMONY HEALTH INSURANCE	100-00-000-21210-00000	\$ 713.55
DFT0007443	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS GOLD HEALTH INSURANCE	100-00-000-21210-00000	\$ 3,810.70
DFT0007444	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS PLATINUM HEALTH INSURANCE	100-00-000-21210-00000	\$ 2,779.27
DFT0007445	07/27/2023	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 3,575.97
DFT0007446	07/27/2023	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 617.08
DFT0007447	07/27/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 72.07
DFT0007448	07/27/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 125.19
DFT0007449	07/27/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 18.81
DFT0007450	07/27/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 51.54
DFT0007451	07/27/2023	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-00000	\$ 3,275.00
DFT0007452	07/27/2023	MASSMUTUAL	MASS MUTUAL CITY PAID	100-00-000-21257-00000	\$ 2,550.00
DFT0007453	07/27/2023	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-00000	\$ 937.18
DFT0007454	08/17/2023	PERS-RETIREMENT	PERS SWORN CITY PAID - PEPRA	100-00-000-21256-00000	\$ 19,739.49
DFT0007455	08/17/2023	PERS-RETIREMENT	PERS SWORN ER REG PAY	100-00-000-21256-00000	\$ 32,291.32
DFT0007456	08/17/2023	PERS-RETIREMENT	PT PERS MISC CITY PAID	100-00-000-21256-00000	\$ 844.94
DFT0007457	08/17/2023	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	\$ 26,068.98
DFT0007458	08/17/2023	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-00000	\$ 18,771.21
DFT0007459	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	\$ 369.15
DFT0007460	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	\$ 12,709.28
DFT0007461	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,306.34
DFT0007462	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTHCARE HEALTH INSURANCE	100-00-000-21210-00000	\$ 700.00
DFT0007463	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	PERS GOLD HEALTH INSURANCE	100-00-000-21210-00000	\$ 1,400.00
DFT0007464	07/27/2023	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	\$ 85,678.23
DFT0007465	07/27/2023	INTERNAL REVENUE SERVICE	SOCIAL SECURITY PAYMENT	100-00-000-21200-00000	\$ 9,565.24

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
DFT0007466	07/27/2023	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	\$ 23,458.06
DFT0007467	07/27/2023	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	\$ 33,561.97
DFT0007470	08/03/2023	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	\$ 0.93
DFT0007472	08/03/2023	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	\$ (6.12)
DFT0007474	08/03/2023	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	\$ (32.10)
DFT0007475	08/03/2023	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-00000	\$ (8.73)
DFT0007476	07/27/2023	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	\$ 0.63
DFT0007478	07/27/2023	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	\$ 0.23
DFT0007479	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	RETIRED PREMIUM	100-25-299-50223-00000	\$ 21,291.00
DFT0007480	08/08/2023	CALIFORNIA PUBLIC EMPLOYEES'	ACTIVE & RETIRED ADMN FEE	100-25-299-50220-00000	\$ 851.30
DFT0007482	08/07/2023	PERS-RETIREMENT	PERS SWORN 351	100-00-000-21206-00000	\$ (14.24)
DFT0007484	08/07/2023	PERS-RETIREMENT	PERS SWORN ER REG PAY	100-00-000-21256-00000	\$ (42.90)
DFT0007485	08/07/2023	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	\$ (44.01)
DFT0007486	08/07/2023	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	\$ (5.72)
DFT0007487	08/07/2023	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	\$ (18.75)
DFT0007488	08/09/2023	MASSMUTUAL	EMPOWER	100-00-000-21213-00000	\$ 9,660.00
DFT0007493	08/09/2023	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-00000	\$ 5,250.00
DFT0007496	08/09/2023	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	\$ 294.43
DFT0007497	08/09/2023	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	\$ 508.30
DFT0007498	08/09/2023	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	\$ 20.00
DFT0007499	08/10/2023	MASSMUTUAL	EMPOWER	100-00-000-21213-00000	\$ 13,997.00
DFT0007500	08/10/2023	MASSMUTUAL	EMPOWER RETIREMENT	100-00-000-21213-00000	\$ 3,064.91
DFT0007501	08/10/2023	MASSMUTUAL	EMPOWER	100-00-000-21232-00000	\$ 1,492.00
DFT0007502	08/10/2023	MASSMUTUAL	EMPOWER	100-00-000-21232-00000	\$ 665.76
DFT0007503	08/10/2023	AMERICAN FIDELITY ASSURANCE COMPANY	FSA - AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 1,075.80
DFT0007522	08/10/2023	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 3,575.97
DFT0007523	08/10/2023	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 617.08
DFT0007524	08/10/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 72.07
DFT0007525	08/10/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 125.19
DFT0007526	08/10/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 18.81
DFT0007527	08/10/2023	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 51.54
DFT0007528	08/10/2023	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-00000	\$ 3,275.00
DFT0007529	08/10/2023	MASSMUTUAL	MASS MUTUAL CITY PAID	100-00-000-21257-00000	\$ 2,550.00
DFT0007530	08/10/2023	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-00000	\$ 937.18
DFT0007541	08/10/2023	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	\$ 87,371.36
DFT0007542	08/10/2023	INTERNAL REVENUE SERVICE	SOCIAL SECURITY PAYMENT	100-00-000-21200-00000	\$ 9,863.88
DFT0007543	08/10/2023	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	\$ 23,854.80
DFT0007544	08/10/2023	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	\$ 34,706.01
DFT0007545	08/09/2023	CALPERS	RETIRED ANNUITANT LATE FEES ASSESSED PURSUANT	100-10-150-55745-00000	\$ 200.00
DFT0007546	08/14/2023	DEPARTMENT OF JUSTICE	ANNUAL REGISTRATION RENEWAL FEE (RRF-1 FORM)	100-25-299-53370-60001	\$ 25.00
DFT0007589	08/24/2023	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 3,371.05
DFT0007590	08/24/2023	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 617.08
Spectrum0623	06/30/2023	CHARTER COMMUNICATIONS	La County Isd Wan- Pd Cable Line	100-30-310-53403-00000	\$ 278.83
Spectrum0623	06/30/2023	CHARTER COMMUNICATIONS	City Of Baldwin Park B	100-30-310-53403-00000	\$ 134.98
Spectrum0623	06/30/2023	CHARTER COMMUNICATIONS	Baldwin Park Police Dept	100-30-310-53403-00000	\$ 315.72
Spectrum0623	06/30/2023	CHARTER COMMUNICATIONS	Baldwin Park Police Dept	100-30-310-53403-00000	\$ 781.86
Spectrum0623	06/30/2023	CHARTER COMMUNICATIONS	Baldwin Park City Hall	100-30-340-53405-00000	\$ 318.15
Spectrum0623	06/30/2023	CHARTER COMMUNICATIONS	Baldwin Park City Hall	100-60-680-51100-00000	\$ 16.31
Spectrum0623	06/30/2023	CHARTER COMMUNICATIONS	Bp Community Center	100-60-680-51100-00000	\$ 73.02
Spectrum0623	06/30/2023	CHARTER COMMUNICATIONS	Teen Center Hilda Solis Park	100-60-680-51100-00000	\$ 119.98
Spectrum0623	06/30/2023	CHARTER COMMUNICATIONS	Barns Park	100-60-680-51100-00000	\$ 8.43
Spectrum0623	06/30/2023	CHARTER COMMUNICATIONS	City Of Baldwin Park	401-10-141-53403-11506	\$ 1,235.00
Spectrum0623	06/30/2023	CHARTER COMMUNICATIONS	City Baldwin Maint Yard	402-50-590-53403-00000	\$ 271.83
Grand Total:					\$ 5,052,453.84

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Shirley Quinones, Chief Deputy City Clerk
Krystal Roman, Administrative Clerk II/Deputy City Clerk
DATE: September 6, 2023
SUBJECT: Meeting Minutes

SUMMARY

The City Council held Finance Authority Board Meetings, Housing Authority Board Meetings, Special City Council Meetings and Regular City Council Meetings on August 16, 2023; January 20, 2021 through March 31, 2021

RECOMMENDATION

It is recommended that the City Council approve the following meeting minutes: Meeting Minutes of the Special City Council, Regular City Council, Finance Authority Board, and/or Housing Authority Board held on August 16, 2023, March 31, 2021, March 24, 2021, March 23, 2021, March 17, 2021, March 9, 2021, March 3, 2021, February 24, 2021, February 17, 2021, February 3, 2021, January 28, 2021, January 27, 2021, and January 20, 2021.

FISCAL IMPACT

There is no fiscal impact associated with this item.

LEGAL REVIEW

This report does not require legal review.

ATTACHMENTS

1. Meeting Minutes of August 16, 2023
2. Meeting Minutes of March 31, 2021
3. Meeting Minutes of March 24, 2021
4. Meeting Minutes of March 23, 2021
5. Meeting Minutes of March 17, 2021
6. Meeting Minutes of March 9, 2021
7. Meeting Minutes of March 3, 2021
8. Meeting Minutes of February 24, 2021
9. Meeting Minutes of February 17, 2021
10. Meeting Minutes of February 3, 2021
11. Meeting Minutes of January 28, 2021
12. Meeting Minutes of January 27, 2021
13. Meeting Minutes of January 20, 2021

CITY COUNCIL
SPECIAL MEETING
Minutes
August 16, 2023, 5:00 PM



Mayor	Emmanuel J. Estrada
Mayor Pro Tem	Monica Garcia
Councilmember	Alejandra Avila
Councilmember	Jean M. Ayala
Councilmember	Daniel Damian

These minutes are presented in Agenda order.

CALL TO ORDER

The meeting was called to order by Mayor Estrada at approximately 5:15 p.m.

ROLL CALL

City Clerk Saenz performed roll call:

MEMBERS:

Council Member Alejandra Avila (present)
Council Member Jean M. Ayala (present)
Council Member Daniel Damian (absent)
Mayor Pro Tem Monica Garcia (absent)
Mayor Emmanuel J. Estrada (present)

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 5:16 p.m., seeing no public speakers Mayor closed public communications.

OPEN SESSION/STUDY SESSION

Anthony Banuelos, Director of Operations from End Overdose, a Non-Profit Organization, provided a presentation and training on how to identify and respond to Opioid overdose.

Sam Gutierrez, Director of Public Works presented on Barnes Park Stormwater Infiltration Project

RECESS CLOSED SESSION- at approximately 6:02 p.m.

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

One Potential Case - Property/Construction Issues at 14402 Pacific Avenue, Baldwin Park

No Reportable Action

2. Conference With Real Property Negotiator
Pursuant to California Government Code, Section 54956.8

Property Address: 14402 Pacific Avenue
Agency Negotiator: Enrique C. Zaldivar, Chief Executive Officer
Negotiating Parties: Asher Family: Erik Friess
Under Negotiation: Price and Terms of Payment for Purchase of Property

No Reportable Action

3. Conference with Legal Counsel – Existing Litigation
Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956

Case: Rukli, Inc vs. City of Baldwin Park

Case No. 22STCV28634

No Reportable Action

Case: DJCBP Corporation dba Tier One
Consulting and David Ju

Case No. 2:23-cv-00384

No Reportable Action

Case: K8 Investor Holding, LLC
vs. City of Baldwin Park

Case No. 2:23-CV-02428-SVW(PVCx)

No Reportable Action

REPORT FROM CLOSED SESSION

City Attorney Martinez announced all members of the City Council were presented except Mayor Pro Tem Garcia and Council Member Damian arrived for the discussion on K8 Investor Holdings. Nonetheless, no reportable action.

ADJOURNMENT

Motion to adjourn was made by Mayor Estrada, seconded by Councilmember Ayala at approximately 7:13 p.m.

ATTEST:

Emmanuel J Estrada, Mayor

Christopher Saenz, City Clerk

APPROVED: **September 6, 2023**

CITY COUNCIL
REGULAR MEETING
Minutes
August 16, 2023, 7:00 PM



Mayor
Mayor Pro Tem
Councilmember
Councilmember
Councilmember

Emmanuel J. Estrada
Monica Garcia
Alejandra Avila
Jean M. Ayala
Daniel Damian

These minutes are presented in Agenda order.

CALL TO ORDER

The meeting was called to order by Mayor Estrada at approximately 7:08 p.m.

INVOCATION

The invocation was led by Pastor Jackson.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Estrada

ROLL CALL

City Clerk Saenz performed roll call:

MEMBERS:

Council Member Alejandra Avila (present)
Council Member Jean M. Ayala (present)
Council Member Daniel Damian (present)
Mayor Pro Tem Monica Garcia (absent)
Mayor Emmanuel J. Estrada (present)

REPORT FROM CLOSED SESSION

City Attorney Martinez announced all members of the City Council were presented except Mayor Pro Tem Garcia and Council Member Damian arrived for the discussion on K8 Investor Holdings. Nonetheless, no reportable action.

Motion to adjourn was made by Mayor Estrada, seconded by Councilmember Ayala at approximately 7:13 p.m.

ANNOUNCEMENTS

Mayor Estrada announced that the City 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.

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

Jose Martinez, VCWD General Manager presented on Valley County Water District's declaration of a Stage One Water Supply Emergency

Mayor Estrada and the City Council presented recognitions to the Baldwin Park American Little League Junior Division Softball Team for being named back-to-back Champions ('22 & '23) for 2023 So. Cal Champions & State Champions, and for Western Region Semi Finalist (out of 10 states), and Recognition to the League President Victor Velasco.

Mayor Estrada and the City Council presented recognitions to the Baldwin Park National Little League Junior Division Baseball Team for Winning District 19 Championships, and Recognition to the League President Edson Chavez.

Mayor Estrada and the City Council presented a plaque in recognition to Guy Wintermute for his 50th Anniversary with the Baldwin Park National Little League.

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 7:52 p.m. Seeing no one wishing to speak, Mayor Estrada closed public communications.

CONSENT CALENDAR

1. **City of Baldwin Park's Warrants and Demands**

Motion to ratify the attached Warrants and Demands Register.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

2. **Treasurer's Report City (CC) – June 2023**

Motion to receive and file the Treasurer's Report for June 2023.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

3. **Meeting Minutes**

Motion to approve the following meeting minutes: Meeting Minutes of the Special City Council, Regular City Council, Finance Authority Board, Housing Authority Board and/or Baldwin Park Charitable Relief Foundation held on August 2, 2023, November 16, 2022, November 2, 2022, October 19, 2022, October 12, 2022, October 5, 2022, September 21, 2022, June 23, 2022, June 16, 2021, June 9, 2022, June 2, 2021, May 19, 2021, May 5, 2021, April 29, 2021, April 21, 2021, April 20, 2021, April 14, 2021, April 7, 2021 and April 5, 2021.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

4. **Claim Rejections**

Motion to reject the following claims and direct staff to send the appropriate notice of rejection to claimants: Elizabeth Zarate Uscanga, the claimant alleges wrongful death claim. Jesus Pedroza Palma, the claimant alleges wrongful death claim. These government claims, and all government claims, should be considered as potential lawsuits in the future. Thus, it is requested that all City Staff, the Mayor and all Council Members refrain from making any statements, whether public or private in nature. It is important that no statements be made so as to not prejudice this claim in any way which can happen if public or private comments are made about this claim by City staff or Council Members.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

5. **Approval of Amendment Number 1 to the Consultant Services Agreement with Keller Williams Covina to provide various real estate services**

Motion to deny the Mayor to execute an Amended Services agreement with Keller Williams Covina subject to any non-substantive changes made by the CEO and City Attorney and authorize the Director of Finance to appropriate \$40,000 from the Community Enhancement fund.

Item #5 was pulled for further discussion.

MOTION TO DENY: It was moved by Daniel Damian, seconded by Alejandra Avila to approve Motioned. **PASSED.** [3 – 0]. **AYES:** DAMIAN, AVILA, AYALA **ABSTAIN:** ESTRADA

6. **Approval of Amendment No. 2 to the Memorandum of Agreement (MOA) Between the City of Baldwin Park and San Gabriel Valley Council of Governments (SGVCOG) for Participation in the San Gabriel Valley Regional Vehicle Miles Traveled (VMT) Analysis Model**

Motion to: Approve the Memorandum of Agreement (MOA) Amendment 2 for an amount not-to-exceed \$29,979.00 between the City of Baldwin Park and the San Gabriel Valley Council of Governments (SGVCOG) for the implementation of the San Gabriel Valley Regional VMT Analysis Model; and Authorize the Mayor and City Clerk to execute the Amendment to the MOA with the San Gabriel Valley Council of Governments; and Authorize the Director of Finance to appropriate \$5,000 from Fund No. 235 – General Plan Fees and \$10,000.00 from Fund 240 – Gas Tax for a total amount of \$15,000.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned. **PASSED.** [4 – 0]. **AYES:** ESTRADA, DAMIAN, AVILA, AYALA

7. **Termination of the Slow Streets “Roundabout” Demonstration Project at the Intersection of Olive Street and Maine Avenue**

Motion to: Accept termination of the Slow Streets “Roundabout” Demonstration project at the intersection of Olive Street and Maine Avenue including removal of temporary traffic signage, striping, traffic control devices, street closure and signal restoration work; and Authorize payment in the amount of \$2,625.00 to J & S Striping and \$5,810.30 to Right of Way Inc. for expediting removals, restoration, and street closures. Authorize the Director of Finance to make the necessary budget adjustments and authorize the Director of Public Works to process the project close-out documents.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned. **PASSED.** [4 – 0]. **AYES:** ESTRADA, DAMIAN, AVILA, AYALA

8. **Second Reading to adopt Ordinance No. 1507, “An Ordinance of the City Council of the City of Baldwin Park, California Amending the City’s Zoning Map Land Use Designation From Single Family to Open Space to facilitate the expansion of Barnes Park (Location: 3301 Patritti Avenue; Assessor’s Parcel Number: 8550-004-001; Applicant: City of Baldwin Park; Case Number: AGP- 23-01 And Z 23-01)**

Motion to approve and adopt Ordinance 1507, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA AMENDING THE CITY’S ZONING MAP LAND USE DESIGNATION FROM SINGLE FAMILY TO OPEN SPACE TO FACILITATE THE EXPANSION OF BARNES PARK (LOCATION: 3301 PATRITTI AVENUE; ASSESSOR’S PARCEL NUMBER: 8550-004-001; APPLICANT: CITY OF BALDWIN PARK; CASE NUMBER: AGP- 23-01 AND Z 23-01)

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

9. **Serenity Homes Funding Update**

Motion to: 1) Authorize the Director of Recreation and Community Services to accept the Measure H budget allocation of \$527,040 and execute an agreement with Los Angeles Homeless Service Authority (LAHSA); and 2) Authorize the Director of Recreation and Community Services to accept the Los Angeles County Measure H allocation of and additional \$197,763.00; and 3) Authorize the Director of Finance to appropriate funding from the available balance of the Homeless Housing Pilot Program HHPP (270-50-000-41950-55023) allocation in the amount of \$270,000 for operations support; and 4) Authorize the Director of Community Development to amend the City of Baldwin Park's 5-year Permanent Local Housing Allocation Plan (PLHA) for funding years 2020 through 2023; and 5) Authorize the Director of Finance to appropriate and make necessary budget adjustments and create account #s as needed; and 6) Authorize the Director of Recreation and Community Services to process the necessary documents.

Item #9 was pulled for further discussion.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

10. **A Request to Provide Funding to Continue Temporary As-Needed Planning Consulting Services Related to City Staff Augmentation for the Planning Division**

Motion to 1. Approve a professional services agreement in substantial form to that attached as Attachment No.1, subject to any non-substantive changes made by the CEO and City Attorney. 2. Authorize the Director of Finance to make necessary budget adjustments.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

PUBLIC HEARING

11. **Conduct a Public Hearing and Consider the Adoption of Resolution No. 2023-028, "A Resolution of the City Council of the City of Baldwin Park, California, Adopting the Fee Schedule for Fiscal Year 2023-24 Solid Waste Collection and Recycling Services."**

Motion to: 1. Conduct a Public Hearing to accept written protests and verbal comments in favor or against the increased solid waste fees, track the number of valid written protests, and if the number of written protests received by the close of the public comment portion of the hearing is not sufficient to constitute a majority, make a finding that there is not a majority protest by property owners and/or tenants; and, 2. Adopt Resolution No. 2023-028 "A Resolution of the City Council of the City of Baldwin Park, California, Adopting the Fee Schedule for Fiscal Year 2023/24 Solid Waste Collection and Recycling Services."

Mayor Estrada opened the public hearing approximately at 8:25 p.m.

The following spoke: 1) Nathaniel Soto

Seeing no one else wishing to speak, Mayor Estrada, opened the public communications at approximately 8:31 p.m.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

REPORTS OF OFFICERS

12. **Grant Reimbursement Report for 4th Quarter FY22-23 – April 1, 2023, to June 30, 2023**

Motion to receive and file this report.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

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

- SA 1. **Successor Agency To The Dissolved Community Development Commission of The City of Baldwin Park Warrants and Demands**

Motion to ratify the attached Warrants and Demands Register.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

- SA 2. **Treasurer's Report SA – June 2023**

Motion to receive and file the Treasurer's Report for June 2023.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Mayor Estrada, Council members and City Clerk provided request and communications.

ADJOURNMENT

Motion to adjourn was made by Mayor Estrada, seconded by Councilmember Damian at approximately 8:45 p.m.

ATTEST:

Emmanuel J Estrada, Mayor

Christopher Saenz, City Clerk

APPROVED: **September 6, 2023**

FINANCE AUTHORITY
SPECIAL MEETING

Minutes

August 16, 2023, 7:00 PM



Chair	Emmanuel J. Estrada
Vice Chair	Monica Garcia
Board Member	Alejandra Avila
Board Member	Jean M. Ayala
Board Member	Daniel Damian

These minutes are presented in Agenda order.

CALL TO ORDER

The meeting was called to order by Chair Estrada at approximately 7:08 p.m.

ROLL CALL

City Clerk Saenz performed roll call:

MEMBERS:

Board Member Alejandra Avila (present)
Board Member Jean M. Ayala (present)
Board Member Daniel Damian (present)
Vice Chair Monica Garcia (absent)
Chair Emmanuel J. Estrada (present)

PUBLIC COMMUNICATIONS

Chair Estrada opened public communications at approximately 7:52 p.m. Seeing no one wishing to speak, Chair Estrada closed public communications.

CONSENT CALENDAR

1. Treasurer's Report FA – June 2023

Motion to receive and file the Treasurer's Report for June 2023.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.

PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

ADJOURNMENT

Motion to adjourn was made by Chair Estrada, seconded by Board Member Damian at approximately 8:45 p.m.

ATTEST:

Emmanuel J Estrada, Chair

Christopher Saenz, City Clerk

APPROVED: **September 6, 2023**

HOUSING AUTHORITY
SPECIAL MEETING
Minutes
August 16, 2023, 7:00 PM



Chair	Emmanuel J. Estrada
Vice Chair	Monica Garcia
Board Member	Alejandra Avila
Board Member	Jean M. Ayala
Board Member	Daniel Damian

These minutes are presented in Agenda order.

CALL TO ORDER

The meeting was called to order by Chair Estrada at approximately 7:08 p.m.

ROLL CALL

City Clerk Saenz performed roll call:

MEMBERS:

Board Member Alejandra Avila (present)
Board Member Jean M. Ayala (present)
Board Member Daniel Damian (present)
Vice Chair Monica Garcia (absent)
Chair Emmanuel J. Estrada (present)

PUBLIC COMMUNICATIONS

Chair Estrada opened public communications at approximately 7:52 p.m. Seeing no one wishing to speak, Chair Estrada closed public communications.

CONSENT CALENDAR

1. **Baldwin Park Housing Authority's Warrants and Demands**

Motion to ratify the attached Warrants and Demands Register.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

2. **Treasurer's Report HA – June 2023**

Motion to receive and file the Treasurer's Report for June 2023.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

3. **Section Eight Management Assessment Program (SEMAP) Certification Submission**

Motion to adopt the Resolution approving the Housing Authority of the City of Baldwin Park's Section Eight Management Assessment Program ("SEMAP") submission to the U.S. Department of Housing and Urban Development ("HUD") for Fiscal Year 2022-2023 and Authorize the Housing Authority of the City of Baldwin Park to submit the Section Eight Management Assessment Program ("SEMAP") to the U.S. Department of Housing and Urban Development ("HUD") for Fiscal Year 2022-2023.

MOTION: It was moved by Emmanuel Estrada, seconded by Daniel Damian to adopt Motioned.
PASSED. [4 – 0]. AYES: ESTRADA, DAMIAN, AVILA, AYALA

ADJOURNMENT

Motion to adjourn was made by Chair Estrada, seconded by Board Member Damian at approximately 8:45 p.m.

ATTEST:

Christopher Saenz, City Clerk

APPROVED: **September 6, 2023**

Emmanuel J. Estrada, Mayor



MINUTES

BALDWIN PARK CITY COUNCIL SPECIAL MEETING

March 31, 2021, 6:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 6:04 p.m. by Mayor Estrada.

ROLL CALL

City Clerk Garcia performed roll call:

MEMBERS:

Council Member Danny Damian (tele-conference)

Council Member Monica Garcia (tele-conference)

Council Member Paul C. Hernandez (tele-conference)

Mayor Pro Tem Alejandra Avila (tele-conference)

Mayor Emmanuel J. Estrada (tele-conference)

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 6:04 p.m. Seeing no comments received, Mayor closed public communications at 6:04 p.m.

RECESS TO CLOSED SESSION - at approximately 6:05 p.m.

1. Public Employment

Pursuant to Government Code §54957:

Position: CEO/City Manager

The City Council reconvened into open session at approximately 7:04 p.m.

REPORT ON CLOSED SESSION

City Attorney Robert A. Tafoya reported the following:

Motion to: conditionally approve Lucy Garcia as the Chief Executive Officer of the City of Baldwin Park. Conditioned upon her acceptance and conditioned upon her passing a background check and the other necessary requirements to become an employee of the City of Baldwin Park.

MOTION: It was moved by Council Member Damian, seconded by Mayor Estrada to approve Motioned. **PASSED.** [5-0] AYES: DAMIANA, ESTRADA, AVILA, GARCIA, HERNANDEZ

ADJOURNMENT

Motion to adjourn was made by Mayor Estrada, seconded by Council Member Damian at approximately 7:06 p.m.

Emmanuel J. Estrada, Mayor

Special Meeting of 3/31/21

Page 1 of 2

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a special meeting thereof held on March 31, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



MINUTES
BALDWIN PARK CITY COUNCIL SPECIAL MEETING
March 24, 2021, 8:30 A.M.
COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 9:05 a.m. by Mayor Estrada.

ROLL CALL

Chief Deputy City Clerk Morales performed roll call:

MEMBERS:

Council Member Danny Damian (tele-conference)
Council Member Monica Garcia (tele-conference)
Council Member Paul C. Hernandez (tele-conference)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 9:05 a.m. Seeing no comments received, Mayor Estrada closed public communications at 9:06 a.m.

RECESS TO CLOSED SESSION - at approximately 9:06 a.m.

1. Public Employment

Pursuant to Government Code §54957:

Position: CEO/City Manager

The City Council reconvened into open session at approximately 4:27 p.m.

REPORT ON CLOSED SESSION

City Attorney Robert N. Tafoya announced candidates were interviewed during closed session and no reportable action was taken.

ADJOURNMENT

Motion was made by Mayor Estrada, seconded by Council Member Damian, to adjourn the meeting at approximately 4:28 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a special meeting thereof held on March 24, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



MINUTES
BALDWIN PARK CITY COUNCIL SPECIAL MEETING
March 23, 2021, 9:00 A.M.
COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 9:10 a.m. by Mayor Estrada.

ROLL CALL

City Attorney Tafoya performed roll call:

MEMBERS:

Council Member Danny Damian (tele-conference)
Council Member Monica Garcia (tele-conference)
Council Member Paul C. Hernandez (tele-conference)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 9:10 a.m. Seeing no comments received, Mayor Estrada closed public communications at approximately 9:10 a.m.

RECESS TO CLOSED SESSION- approximately 9:10 a.m.

1. Public Employment

Pursuant to Government Code §54957:
Position: CEO/City Manager

The City Council reconvened into open session at approximately 4:20 p.m.

REPORT ON CLOSED SESSION

City Attorney Robert N. Tafoya announced candidates were interviewed during closed session and no reportable action was taken.

ADJOURNMENT

There being no further business, motion was made by Mayor Estrada seconded by Mayor Pro Tem Avila, to adjourn the meeting at approximately 4:21 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a special meeting thereof held on March 23, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



**MINUTES
BALDWIN PARK CITY COUNCIL STUDY SESSION
AND SPECIAL MEETING**

March 17, 2021, 5:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 5:04 p.m. by Mayor Estrada.

ROLL CALL

City Clerk Garcia performed roll call:

MEMBERS:

Council Member Danny Damian (tele-conference)
Council Member Monica Garcia (tele-conference)
Council Member Paul C. Hernandez (tele-conference)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 5:04 p.m.

The following spoke:

1. John Rios

Mayor Estrada closed Public Communications at 5:12 PM.

OPEN SESSION

Rose Tam, Director of Finance presented the Mid-Year Budget

RECESS TO CLOSED SESSION – at approximately 5:54 p.m.

1. Conference With Legal Counsel—Existing Litigation

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

Case Name: John Doe 1 v. John Doe S.V

Case No. 20STCV37963

No reportable action.

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

Case No. BS163400

No reportable action.

Case Name: Michael Hemmingway et al. v. City of Baldwin Park

Case No. 21STCV07382

No reportable action.

Case Name: Jasmon Adams et al. v. City of Baldwin Park Case No. 21STCV07429

No reportable action.

MOTION: It was moved by Mayor Pro Tem Avila, seconded by Council Member Damian to approve settlement agreement for thirty thousand dollars. **PASSED.** [5-0] AYES: AVILA, DAMIAN, ESTRADA, GARCIA, HERNANDEZ

2. Public Employment

Pursuant to Government Code §54957:

Position: CEO/City Manager

No reportable action.

3. 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)

No reportable action.

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

A. Property: 12921 East Garvey Avenue
Negotiating Parties: City of Baldwin Park and Outfront, Katie Metz, Real Estate Manager

No reportable action.

5. Real Property Negotiations Pursuant to Government Code §54956.8:

B. Property: 14030 Live Oak Avenue
Negotiating Parties: City of Baldwin Park and Tony Kim and Shaun Szameit, Baldwin Park Distribution and Devise Distribution LLC

No reportable action.

6. Real Property Negotiations Pursuant to Government Code §54956.8:

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

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

E. Property: 4145 Puente Avenue (CAN 17-01)
Negotiating Parties: City of Baldwin Park and Edward Avakyan Jenome Research

F. Property: 13467 Dalewood Street (CAN 17-09)

- Negotiating Parties: City of Baldwin Park and Darrin Oganessian and Ryan Oganessian, RD Baldwin Park
- G. 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
- H. Property: 15023 Ramona Boulevard (CAN 17-13)
Negotiating Parties: City of Baldwin Park and Shaun Szameit, Joshua Pierce and Kevin Huebner, Kultiv8 Group, LLC.
- I. Property: 4621 Littlejohn Street (CAN 17-15)
Negotiating Parties: City of Baldwin Park and Teresa Tsai, GSC Capital Group
- J. Property: 4802 Littlejohn Street, Suite B (CAN 17-29)
Negotiating Parties: City of Baldwin Park and Yichang Bai W&F International Corp.
- K. Property: 5175 Commerce Drive (CAN 17-18)
Negotiating Parties: City of Baldwin Park and Linda Thong, Pacific Cultivation, LLC.
- L. Property: 15440, 15442 and 15444 Arrow Highway (CAN 18-01)
Negotiating Parties: City of Baldwin Park and Tim McCarty Ala Karte, LLC
- M. Property: 4802 Littlejohn Street (CAN 17-28)
Negotiating Parties: City of Baldwin Park and Marco Perez and Ren Yoneyama, VRD, Inc.
- N. Property: 13460 Brooks Drive (CAN 17-31)
Negotiating Parties: City of Baldwin Park and Sigrid Lopez and Artem Karapetyan, Green Health Industries, LLC.
- O. Property: 1516 Virginia Avenue (CAN 17-30)
Negotiating Parties: City of Baldwin Park and David Ju DJCBP Corp., dba Tier One Consulting
- P. Property: 14551 Joanbridge Street (CAN 17-02)
Negotiating Parties: City of Baldwin Park and Tony Fong Baldwin Park Tale Corp.
- Q. Property: 5018 Lante Street
Negotiating Parties: City of Baldwin Park and Robert Gray Distinct Indulgence, Inc.
- R. Property: Torch Street & Marlinda Avenue
Negotiating Parties: City of Baldwin Park and TTJ Investments, LLC Avenue (APNs: 8550-020-079, 080, 081, 084, 085, 086 and 087)

No reportable action.

The City Council recessed into open session at approximately 7:27 p.m.

The City Council recessed back to closed session at approximately 9:59 p.m.

The City Council reconvened into open session at approximately 10:43 p.m.

REPORT ON CLOSED SESSION

City Attorney Robert Tafoya reported the following:

Case Name: Lolita Ignacio v. City of Baldwin Park

Case No. 20-146557

MOTION: It was moved by Mayor Pro Tem Avila, seconded by Council Member Damian to approve settlement agreement for thirty thousand dollars. **PASSED.** [5-0] AYES: AVILA, DAMIAN, ESTRADA, GARCIA, HERNANDEZ

ADJOURNMENT

There being no further business, motion was made by Mayor Estrada seconded by Mayor Pro Tem Avila, to adjourn the meeting at approximately 10:44 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

APPROVED: August 16, 2023

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a special meeting/study session thereof held on March 17, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



**MINUTES
BALDWIN PARK CITY COUNCIL REGULAR MEETING**

March 17, 2021, 7:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 7:27 p.m. by Mayor Estrada.

INVOCATION

The invocation was not performed.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Clerk Marlen Garcia

ROLL CALL

City Clerk Garcia performed roll call:

MEMBERS:

Council Member Danny Damian (tele-conference)
Council Member Monica Garcia (tele-conference)
Council Member Paul C. Hernandez (tele-conference)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

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.

Mayor and City Council ask to plant two trees and closed on behalf of Mark Flores and Pastor Aureliano Flores, from Church of the Redeemer.

Council Member Damian closed on behalf of Mariam Abdulah, expressing condolences to her family.

Council Member Garcia also requested to close in memory of Jobe Carbajal.

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

George Lopez, Director of Project Development and Steve Hernandez, Director of Acquisitions for the Cesar Chavez Foundation presented on Affordable Housing Development for Proposed Development at 14617-14637 Ramona Boulevard

Mayor Estrada presented the proclamation to Cruz Baca, President of the Women's Club for Women's History Month Proclamation

Mayor Estrada presented the proclamation to Erica Frausto-Aguado for American Red Cross Month 2021

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 8:30 p.m.

1. Elizabeth Landeros
2. John Rios
3. Katherine Loeser
4. Kiana Martinez-Community Member of the Community United of Baldwin Park
5. Mayor Pro Tem Avila read a letter by St. John the Baptist Catholic Church.

Mayor Estrada closed public communications at approximately 9:15 p.m.

CONSENT CALENDAR

1. City of Baldwin Park's Warrants and Demands

Motion to ratify the attached Warrants and Demands Register.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

2. Treasurer's Report – January 2021

Motion to receive and file the Treasurer's Report for January 2021.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

3. Meeting Minutes

Motion to approve meeting minutes for the following City Council Meetings:
Special City Council Meeting of March 3, 2021, Regular City Council Meeting of March 9, 2021, Special City Council Meeting of March 9, 2021.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

4. Approve Resolution No. 2021.012 to Deny an Industrial Disability Retirement (IDR) Claim for Raymond Findley

Motion to table the denial of the IDR.

Item #4 was pulled for further discussion.

MOTION TO TABLE: It was moved by Mayor Pro Tem Avila, seconded by Councilmember Hernandez to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

5. Housing Element Progress Report 2020

Motion to received and filed the report.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

6. Fiscal Year 2020-21 Mid-Year Budget

Motion to:

1. Review the mid-year analysis and approve the mid-year revenue and expenditure projections for the fiscal year ending June 30, 2021; and
2. Authorize the Director of Finance to complete all necessary budget amendments and appropriations.

Item #6 was pulled for further discussion.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

7. Request Approval for Spring Fest 2021

Motion to:

1. Approve the Spring Fest; and
2. Authorize Staff to furnish salaries within the existing budgets; and
3. Authorize the Director of Finance to appropriate \$3,500 for materials and supplies.

Item #7 was pulled for further discussion.

MOTION: It was moved by Mayor Estrada, seconded by Councilmember Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

8. Approval to Enter into an Agreement between the City of Baldwin Park and Elizabeth M. Kessel, Inc. DBA Kessel & Megrabyan for Attorney Services

Motion to approve the retention of Elizabeth M. Kessel, Inc., dba Kessel & Megrabyan.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

9. Second Reading of Ordinance No. 1458 Entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING THE CITY OF BALDWIN PARK TO ENTER INTO A STATUTORY DEVELOPMENT AGREEMENT WITH 6VIAND, INC. FOR THE MANUFACTURING OF CANNABIS RELATED PRODUCTS AT THE REAL PROPERTY LOCATED AT 5018 LANTE ST. (APN 8413-004-023) WITHIN THE CITY OF BALDWIN PARK"

Motion to read and adopt Ordinance No. 1458, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING THE CITY OF BALDWIN PARK TO ENTER INTO A STATUTORY DEVELOPMENT AGREEMENT WITH 6VIAND, INC. FOR THE MANUFACTURING OF CANNABIS RELATED PRODUCTS AT THE REAL PROPERTY LOCATED AT 5018 LANTE ST. (APN 8413-004-023) WITHIN THE CITY OF BALDWIN PARK".

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

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

CONSENT CALENDAR

SA-1 Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park Treasurer's Report – January 2021

Motion to receive and file the Treasurer's Report for January 2021.

MOTION: It was moved by Chair Estrada, seconded by Board Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

CITY COUNCIL ACTING AS SUCCESSOR HOUSING AGENCY OF THE DISSOLVED COMMUNITY DEVELOPMENT COMMISSION **CONSENT CALENDAR**

HSA-1 Consideration of an Acquisition Loan Agreement with the San Gabriel Valley Habitat for Humanity, Inc., Nonprofit for the Purpose of Acquiring a Parcel of Real Property Located at 12779 Torch Street

Motion to:

1. Approve SHA Resolution No. 2021-001, entitled "A Resolution of the City of Baldwin Park Acting Solely in its Capacity as the Designated Successor Housing Agency to the Former Community Development Commission of the City of Baldwin Park Approving an Acquisition Loan Agreement Between the City of Baldwin Park and the San Gabriel Valley Habitat for Humanity, Inc. (AKA Habitat) for the Purpose of Acquiring a Parcel of Real Property Located at 12779 Torch Street"; and
2. Authorize the Chief Executive Officer to execute the Acquisition Loan Agreement; and
3. Authorize the Chief Executive Officer and the City Attorney to carry out all subsequent and needed actions, including minor edits to documents, to complete the purchase of the property.

MOTION: It was moved by Chair Estrada, seconded by Vice Chair Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

PUBLIC HEARING

10. A Request to the City Council from the Planning Commission to Approve Development Agreement 20-02 to Allow the Conversion of a Double-Sided Static Billboard into a Double-Sided LED Digital, Billboard (Location: 12921 Garvey Avenue; Applicant: Outfront Media, LLC; Case Number: DA 20-02)

Motion to table to the next Council Meeting:

1. Adopt Resolution 2021-013 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE AND ADOPT (1) AN INITIAL STUDY AND NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT REPORT AND (2) DEVELOPMENT AGREEMENT 20-02 TO PERMIT THE CONVERSION OF AN EXISTING DOUBLE-SIDED STATIC BILLBOARD INTO A DOUBLE-SIDED LED DIGITAL BILLBOARD WITHIN THE I-C, INDUSTRIAL-COMMERCIAL ZONE. (LOCATION: 12921 GARVEY AVENUE, APN: 8550-003-042 APPLICANT: OUTFRONT MEDIA LLC. CASE NUMBER: DA 20-02)."; and
2. Introduce for first reading, by title only, Ordinance 1459, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK AUTHORIZING THE CITY OF BALDWIN PARK TO ENTER INTO A DEVELOPMENT AGREEMENT

WITH OUTFRONT MEDIA, LLC FOR THE APPROVAL OF A CONVERSION OF AN EXISTING DOUBLE SIDED STATIC BILLBOARD TO A DOUBLE SIDED DIGITAL LED BILLBOARD STRUCTURE AT THE REAL PROPERTY LOCATED AT 12921 GARVEY AVENUE ALONG THE I-10 FREEWAY WITHIN THE CITY OF BALDWIN PARK”.

Mayor Estrada opened the public hearing at approximately 8:40 p.m. Seeing no one wishing to speak, Mayor Estrada closed the public hearing at approximately 9:51 p.m.

MOTION TO TABLE: It was moved by Councilmember Garcia, seconded by Councilmember Hernandez to approve Motioned. **PASSED.** [5-0] AYES: GARCIA, HERNANDEZ, ESTRADA, AVILA, DAMIAN,

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Mayor Pro Tem Avila requested the following:

- An update on the outreach being done to fill all vacant City Commissions.
- Human Resources to bring forward policies and procedures for their department and ensure they were in line with state regulations.
- Consensus to do a RFP for a Public Relation

MOTION: It was moved by Mayor Pro Tem Avila, seconded by Councilmember Damian to approve Motioned. **PASSED.** [5-0] AYES: AVILA, DAMIAN, ESTRADA, GARCIA, HERNANDEZ

Mayor and Councilmember provided additional communications.

REPORT ON CLOSED SESSION- recessed at approximately 9:59 p.m.

Council recessed to open session at approximately 10:43 p.m.

City Attorney Robert Tafoya reported the following:

Case Name: Lolita Ignacio v. City of Baldwin Park

Case No. 20-146557

MOTION: It was moved by Mayor Pro Tem Avila, seconded by Council Member Damian to approve settlement agreement for thirty thousand dollars. **PASSED.** [5-0] AYES: AVILA, DAMIAN, ESTRADA, GARCIA, HERNANDEZ

ADJOURNMENT

Motion was made by Mayor Estrada, seconded by Mayor Pro Tem Avila, to adjourn the meeting at approximately 10:44 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a regular meeting thereof held on March 17, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



**MINUTES
BALDWIN PARK FINANCE AUTHORITY
March 17, 2021, 7:00 P.M.**

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 9:58 p.m. by Chair Estrada.

ROLL CALL

City Clerk Garcia performed roll call:

MEMBERS:

Board Member Daniel Damian (tele-conference)
Board Member Monica Garcia (tele-conference)
Board Member Paul Hernandez (tele-conference)
Vice Chair Alejandra Avila (tele-conference)
Chair Emmanuel J. Estrada (tele-conference)

ANNOUNCEMENTS

The Mayor announced that the City Council Members 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.

PUBLIC COMMUNICATIONS

Chair Estrada opened public communications at approximately 8:30 p.m.

1. Elizabeth Landeros
2. John Rios
3. Katherine Loeser
4. Kiana Martinez-Community Member of the Community United of Baldwin Park
5. Vice Chair Avila read a letter by St. John the Baptist Catholic Church.

Chair Estrada closed public communications at approximately 9:15 p.m.

CONSENT CALENDAR

1. Treasurer's Report – January 2021

Motion to receive and file the Treasurer's Report for January 2021.

MOTION: It was moved by Chair Estrada, seconded Board Member Damian to approve motioned. **PASSED.** [5-0]. AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNADEZ

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Chair Estrada and Councilmembers provided direction.

ADJOURNMENT

Motion to adjourn was made by Chair Estrada, seconded by Vice Chair Avila at approximately 9:59 p.m.

Emmanuel J. Estrada, Chair

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the Finance Authority of the City of Baldwin Park at a regular meeting thereof held on March 17, 2021.

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



MINUTES
BALDWIN PARK HOUSING AUTHORITY
March 17, 2021, 7:00 P.M.
COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 9:59 p.m. by Chair Estrada.

ROLL CALL

City Clerk Garcia performed roll call:

MEMBERS:

Board Member Daniel Damian (tele-conference)
Board Member Monica Garcia (tele-conference)
Board Member Paul Hernandez (tele-conference)
Vice Chair Alejandra Avila (tele-conference)
Chair Emmanuel J. Estrada (tele-conference)

ANNOUNCEMENTS

The Mayor announced that the City Council Members 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.

PUBLIC COMMUNICATIONS

Chair Estrada opened public communications at approximately 8:30 p.m.

1. Elizabeth Landeros
2. John Rios
3. Katherine Loeser
4. Kiana Martinez-Community Member of the Community United of Baldwin Park
5. Vice Chair Avila read a letter by St. John the Baptist Catholic Church.

Chair Estrada closed public communications at approximately 9:15 p.m.

CONSENT CALENDAR

1. Treasurer's Report – January 2021

Motion to receive and file the Treasurer's Report for January 2021.

MOTION: It was moved by Chair Estrada, seconded Board Member Damian to approve motioned. **PASSED.** [5-0]. AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

2. Baldwin Park Housing Authority's Warrants and Demands

Motion to ratify the attached Warrants and Demands Register.

MOTION: It was moved by Chair Estrada, seconded Board Member Damian to approve motioned. **PASSED.** [5-0]. AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Chair Estrada and Councilmembers provided direction.

ADJOURNMENT

Motion to adjourn was made by Chair Estrada, seconded by Vice Chair Avila at approximately 9:59 p.m.

Emmanuel J. Estrada, Chair

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the Housing Authority of the City of Baldwin Park at a regular meeting thereof held on March 17, 2021.

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



MINUTES
BALDWIN PARK CITY COUNCIL SPECIAL MEETING
March 9, 2021, 6:00 P.M.
COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 6:06 p.m. by Mayor Estrada.

ROLL CALL

Chief Deputy City Clerk Morales performed roll call:

MEMBERS:

Council Member Danny Damian (present)
Council Member Monica Garcia (present)
Council Member Paul C. Hernandez (present)
Mayor Pro Tem Alejandra Avila (present)
Mayor Emmanuel J. Estrada (present)

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 6:06 p.m. Seeing no comments received, Mayor Estrada closed public communications at approximately 6:07 p.m.

RECESS TO CLOSED SESSION – at approximately 6:07 p.m.

1. Public Employment

Pursuant to Government Code §54957:

Position: CEO/City Manager

The City Council reconvened into open session at approximately 7:49 p.m.

REPORT ON CLOSED SESSION

City Attorney Robert N. Tafoya announced three actions were considered during closed session:

1. There was a motion to interview all applicants in band 1 by a panel before the City Council interviews any candidates.

MOTION: It was moved by Council Member GARCIA, second by Council member HERNANDEZ to approve motioned. **FAILED.** [2-3] AYE: GARCIA, HERNANDES NAY: ESTRADA, AVILA, DAMIAN

2. There was a motion and a second to establish a procedure to move forward with the CEO/City Manager recruitment and interview all applicants, including late submittals in band 1 by the City Council. Subsequently, the City Council will select which candidates will move forward to be interviewed by the panel in the sole discretion of the City Council and

compare rankings; the City Council will decide whether additional interviews will be required or will make a selection after the panel concludes their interviews. Motion was approved by unanimous consent (5/0ths vote).

Motion: It was approved by unanimous consent. **PASSED.** [5-0] AYES; AVILA, ESTRADA, GARCIA, DAMIAN, HERNANDEZ

3. There was a motion and a second to give the current CEO/City Manager a 90 day notice, per his agreement.

Motion: It was approved by unanimous consent. **PASSED.** [5-0] AYES; AVILA, ESTRADA, GARCIA, DAMIAN, HERNANDEZ

ADJOURNMENT

There being no further business, motion was made by Mayor Estrada seconded by Mayor Pro Tem Avila, to adjourn the meeting at approximately 7:52 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a special meeting thereof held on March 9, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



**MINUTES
BALDWIN PARK CITY COUNCIL STUDY SESSION
AND SPECIAL MEETING**

March 3, 2021, 5:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 5:02 p.m. by Mayor Estrada.

ROLL CALL

City Clerk Garcia performed roll call:

MEMBERS:

Council Member Daniel Damian (tele-conference)
Council Member Monica Garcia (tele-conference)
Council Member Paul C. Hernandez (tele-conference)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

PUBLIC COMMUNICATIONS

Mayor Estrada opened Public Communications at approximately 5:03 p.m. City clerk Garcia there were no inquired public comments. Mayor Estrada closed public communications at approximately 5:03 p.m.

OPEN SESSION

Helen Hernandez, Program Supervisor, Recreation and Community Services Department and April Rojo, Program Coordinator, Recreation and Community Services Department presented on Policies & Procedures for Naming of Facilities

RECESS TO CLOSED SESSION- at approximately 5:33 p.m.

1. Conference With Legal Counsel—Existing Litigation

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

Case Name: John Doe 1 v. John Doe S.V. Case No. 20STCV37963

Case Name: Baldwin Park Free Speech Coalition, et al., v. City of Baldwin Park Case No. 2-19-cv-09864

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

Case Name: Herrera v. City of Baldwin Park Case No. 20STCV11521

Case Name: Michael Hemmingway et al. v. City of Baldwin Park
Case No. 21STCV07382

Special Meeting of 3/3/21

Page 1 of 4

2. Public Employment

Pursuant to Government Code §54957:

Position: CEO/City Manager

3. 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)

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

A. Property: 12921 East Garvey Avenue
Negotiating Parties: City of Baldwin Park and Outfront, Katie Metz, Real Estate Manager

5. Real Property Negotiations Pursuant to Government Code §54956.8:

B. Property: 14030 Live Oak Avenue
Negotiating Parties: City of Baldwin Park and Tony Kim and Shaun Szameit, Baldwin Park Distribution and Devise Distribution LLC

6. Real Property Negotiations Pursuant to Government Code §54956.8:

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

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

E. Property: 4145 Puente Avenue (CAN 17-01)
Negotiating Parties: City of Baldwin Park and Edward Avakyan
Jenome Research

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

G. 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

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

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

- J. Property: 4802 Littlejohn Street, Suite B (CAN 17-29)
Negotiating Parties: City of Baldwin Park and Yichang Bai
W&F International Corp.
- K. Property: 5175 Commerce Drive (CAN 17-18)
Negotiating Parties: City of Baldwin Park and Linda Thong, Pacific Cultivation,
LLC.
- L. Property: 15440, 15442 and 15444 Arrow Highway (CAN 18-01)
Negotiating Parties: City of Baldwin Park and Tim McCarty
Ala Karte, LLC
- M. Property: 4802 Littlejohn Street (CAN 17-28)
Negotiating Parties: City of Baldwin Park and Marco Perez and Ren Yoneyama,
VRD, Inc.
- N. Property: 13460 Brooks Drive (CAN 17-31)
Negotiating Parties: City of Baldwin Park and Sigrid Lopez and Artem
Karapetyan, Green Health Industries, LLC.
- O. Property: 1516 Virginia Avenue (CAN 17-30)
Negotiating Parties: City of Baldwin Park and David Ju
DJCBP Corp., dba Tier One Consulting
- P. Property: 14551 Joanbridge Street (CAN 17-02)
Negotiating Parties: City of Baldwin Park and Tony Fong
Baldwin Park Tale Corp.
- Q. Property: 5018 Lante Street
Negotiating Parties: City of Baldwin Park and Robert Gray
Distinct Indulgence, Inc.
- R. Property: Torch Street & Marlinda Avenue
Negotiating Parties: City of Baldwin Park and TTJ Investments, LLC Avenue
(APNs: 8550-020-079, 080, 081, 084, 085, 086 and 087)

RECESSED INTO OPEN SESSION- at approximately 7:37 p.m.

RECESSED INTO CLOSED SESSION- at approximately 9:06 p.m.

REPORT ON CLOSED SESSION

City Attorney Tafoya reported the City Council added an urgency item under existing litigation Dominguez v. City of Baldwin Park, no final action was taken on this item or other items.

The City Council reconvened into open session at approximately 10:24 p.m.

ADJOURNMENT

There being no further business, motion was made by Mayor Estrada seconded by Mayor Pro Tem Avila, to adjourn the meeting at approximately 10:25 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a special meeting/study session thereof held on March 3, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



**MINUTES
BALDWIN PARK CITY COUNCIL REGULAR MEETING**

March 3, 2021, 7:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 7:36 p.m. by Mayor Estrada.

INVOCATION

The invocation was provided by Pastor Flores.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Cruz Baca.

ROLL CALL

City Clerk Garcia performed roll call:

MEMBERS:

Council Member Danny Damian (tele-conference)
Council Member Monica Garcia (tele-conference)
Council Member Paul C. Hernandez (tele-conference)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

REPORT ON CLOSED SESSION

City Attorney Robert N. Tafoya announced no reportable action was taken.

ANNOUNCEMENTS

Mayor Estrada reported back from his attendance from the Independent Cities Association Conference.

The Mayor, Councilmembers and City Clerk closed on behalf of the following:
Reverent Ariano Flores, City Treasurer Contreras's father, Maria Montez, and Debbie Ortiz

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

- Efren Moreno presented on Alzheimer's Los Angeles
- City Council recognized Cruz Baca, President of the Women's Club for the 2020 Kindness Angel Recipient Betty Nixon

PUBLIC COMMUNICATIONS

Mayor Estrada opened Public Communications at approximately 8:11 p.m.

- | | |
|---|---------------------|
| 1. Katherine Loeser | 3. John Rios |
| 2. Mayor Pro-Tem Valerie Munoz
(City of La Puente) | 4. Beatriz Sandoval |
| | 5. Ralph Galvan |

Mayor Estrada closed public communications at approximately 8:31 p.m.

CONSENT CALENDAR

1. City of Baldwin Park's Warrants and Demands

Motion to ratify the attached Warrants and Demands Register.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve motioned. **PASSED.** AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

2. Meeting Minutes

Motion to approve meeting minutes for the following City Council Meetings:
Special Meeting of February 17, 2021, Special Meeting of February 24, 2021,
Regular Meeting of February 3, 2021, Regular Meeting of February 17, 2021

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve motioned. **PASSED.** AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

3. Ratify and Adopt a Resolution to Amend the Executive and Unclassified Benefits Matrix

Motion to approve, ratify and adopt Resolution No. 2021-010 authorizing an amendment to the Executive and Unclassified Benefits Matrix

Item #3 was pulled for further consideration.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve motioned. **PASSED.** AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

4. Approve an Industrial Disability Retirement (IDR) Claim for Kiyotake Isagawa

Motion to approve the IDR.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve motioned. **PASSED.** AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

5. Accept Construction Improvements and Authorize the Filing of a Notice of Completion for City Project, CIP 20-97 Maine Avenue and Pacific Avenue Corridor Complete Streets Improvements, Phase II Project

Motion to:

1. Accept the construction improvements by Gentry Brothers, Inc. and authorize the recordation of a Notice of Completion for City Project No. CIP 20-97; and
2. Authorize the release of retention funds in the amount of \$108,739.22 to Gentry Brothers, Inc. upon the expiration of 35-day notice period.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve motioned. **PASSED.** AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

6. Approval of Purchase Order for On-call Striping and Pavement Marking Services

Motion to:

1. Approve purchase order requisition for J&S Striping in the amount of \$25,000 for much-needed re-striping and RPM maintenance through the remainder of fiscal year 2020/2021; and
2. Authorize the Director of Finance to make the necessary budget transfers and adjustments; and
3. Authorize the Director of Public Works to prepare and process the purchase order requisition.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve motioned. **PASSED.** AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

PUBLIC HEARING

7. A Request to the City Council from the Planning Commission to Approve Development Agreement 21-01 to Permit Non-Extraction Commercial Manufacturing of Adult and/or Medical Cannabis food Edibles within an Existing Commercial Baking Facility Located in the “I” Industrial Zone, Pursuant to Section 153.210, Part 18 of the City’s Municipal Code. (Location: 5018 Lante St.; Applicant: 6Viand; Case Number: DA 21-01)

Motion to hold a Public Hearing and Introduce for first reading, by title only, Ordinance 1458, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING THE CITY OF BALDWIN PARK TO ENTER INTO A STATUTORY DEVELOPMENT AGREEMENT WITH 6VIAND, INC. FOR THE MANUFACTURING OF CANNABIS RELATED PRODUCTS AT THE REAL PROPERTY LOCATED AT 5018 LANTE ST. (APN 8413-004-023) WITHIN THE CITY OF BALDWIN PARK”.

Mayor Estrada opened the public hearing at approximately 8:40 p.m. Seeing no one wishing to speak, Mayor Estrada closed the public comments.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve motioned. **PASSED.** AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

REPORTS OF OFFICERS

8. Review of Commission Applications and Consideration of Appointments to Fill the Unscheduled Vacancies for City Commissions

Motion to table all commission applications to the Housing and Recreation Commission and make respective appointments.

MOTION TO TABLE: It was moved by Mayor Pro Tem Avila, seconded by Mayor Estrada to table Motion till May. **PASSED.** AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Mayor Estrada requested consensus from City Council to direct staff to send out a Request for Qualifications (RFQ) for on-call and overflow legal services.

City Council members provided direction and comments.

Council recessed back to closed session at 9:06 PM.

Council recessed to open session at 10:24 PM.

City Attorney Tafoya reported the City Council added an urgency item under existing litigation Dominguez v. City of Baldwin Park, no final action was taken on this item of other items.

ADJOURNMENT

There being no other business to discuss, and all other matters having been addressed, a motion was made by Mayor Estrada, seconded by Mayor Pro Tem Avila, to adjourn the meeting at approximately 10:25 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:
Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a regular meeting thereof held on March 3, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6 2023**



MINUTES

BALDWIN PARK CITY COUNCIL SPECIAL MEETING

February 24, 2021, 5:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 5:03 p.m. by Mayor Estrada.

ROLL CALL

Chief Deputy City Clerk Morales performed roll call:

COUNCIL MEMBERS:

Council Member Danny Damian (teleconference))

Council Member Monica Garcia (absent)

Council Member Paul Hernandez (absent)

Mayor Pro Tem Alejandra Avila (teleconference)

Mayor Emmanuel J. Estrada (tele-conference)

MOTION: Mayor Estrada made a motion, seconded by Mayor Pro Tem Avila to excuse Council Members Garcia and Hernandez. **PASSED.** [3-0] AYES: ESTRADA, AVILA, DAMIAN.

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 5:03 p.m. Seeing no comments received, Mayor Estrada closed public communications at approximately 5:03 p.m.

OPEN SESSION- None

RECESS TO CLOSED SESSION – at approximately 5:04 p.m.

1. Conference With Legal Counsel—Existing Litigation

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

Case Name: Herrera v. City of Baldwin Park

Case No. 20STCV11521

Case Name: David Salcedo v. City of Baldwin Park

Case No. BC676398

2. 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): Six (6)

3. Public Employment Evaluation

Pursuant to Government Code §54957:

Position: Chief of Police

4. 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: Service Employee International Union (SEIU)

The City Council reconvened into open session at approximately 9:16 p.m.

REPORT ON CLOSED SESSION

City Attorney Robert N. Tafoya announced no reportable action was taken.

ADJOURNMENT

Motion to adjourn was made by Mayor Estrada, seconded by Council Member Damian at approximately 9:17 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a special meeting thereof held on February 24, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



MINUTES
BALDWIN PARK CITY COUNCIL STUDY SESSION
AND SPECIAL MEETING
February 17, 2021, 5:00 P.M.
COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 5:13 p.m. by Mayor Estrada.

ROLL CALL

City Clerk Garcia performed roll call:

MEMBERS:

Council Member Danny Damian (tele-conference)
Council Member Monica Garcia (tele-conference)
Council Member Paul C. Hernandez (absent)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

MOTION: Mayor Estrada made a motion, seconded by Mayor Pro Tem Avila to excuse Council Member Hernandez. Motion passed by unanimous consent.

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximate 5:14 p.m. Seeing no comments received, Mayor Estrada closed public communications at approximately 5:14 p.m.

OPEN SESSION

Yuriko M. Ruizesparza, Program Supervisor presented on Baldwin Park & Cohort Cities Homeless Services Overview

Robert A. Lopez, Chief of Police presented on Crime Update

RECESS TO CLOSED SESSION – at approximately 6:08 p.m.

1. Public Employment Appointment

Pursuant to Government Code §54957:

Position: Chief of Police

2. Conference With Legal Counsel—Existing Litigation

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

Case Name: Sandoval v. City of West Covina

Case No. 20STCV17053

Case Name: Aguilar v. City of Baldwin Park

Case No. 215TCV00193

Case Name: John Doe 1 v. John Doe S.V

Case No. 20STCV37963

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: 4145 Puente Avenue (CAN 17-01)
Negotiating Parties: City of Baldwin Park and Edward Avakyan
Jenome Research
- 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: 5148 Bleecker Street (CAN 17-12)
Negotiating Parties: City of Baldwin Park and Sergio Torres, Enrique Vega and Moses Acosta, Medical Grade Farms BP
- F. Property: 15023 Ramona Boulevard (CAN 17-13)
Negotiating Parties: City of Baldwin Park and Shaun Szameit, Joshua Pierce and Kevin Huebner, Kultiv8 Group, LLC.
- G. Property: 4621 Littlejohn Street (CAN 17-15)
Negotiating Parties: City of Baldwin Park and Teresa Tsai, GSC Capital Group
- H. Property: 4802 Littlejohn Street, Suite B (CAN 17-29)
Negotiating Parties: City of Baldwin Park and Yichang Bai
W&F International Corp.
- I. Property: 5175 Commerce Drive (CAN 17-18)
Negotiating Parties: City of Baldwin Park and Linda Thong, Pacific Cultivation, LLC.
- J. Property: 15440, 15442 and 15444 Arrow Highway (CAN 18-01)
Negotiating Parties: City of Baldwin Park and Tim McCarty
Ala Karte, LLC
- K. Property: 4802 Littlejohn Street (CAN 17-28)
Negotiating Parties: City of Baldwin Park and Marco Perez and Ren Yoneyama, VRD, Inc.
- L. Property: 13460 Brooks Drive (CAN 17-31)
Negotiating Parties: City of Baldwin Park and Sigrid Lopez and Artem Karapetyan, Green Health Industries, LLC.
- M. Property: 1516 Virginia Avenue (CAN 17-30)
Negotiating Parties: City of Baldwin Park and David Ju
DJCBP Corp., dba Tier One Consulting

- N. Property: 14551 Joanbridge Street (CAN 17-02)
Negotiating Parties: City of Baldwin Park and Tony Fong
Baldwin Park Tale Corp.
- O. Property: 5018 Lante Street
Negotiating Parties: City of Baldwin Park and Robert Gray
Distinct Indulgence, Inc.
- P. Property: Torch Street & Marlinda Avenue
Negotiating Parties: City of Baldwin Park and TTJ Investments, LLC Avenue
(APNs: 8550-020-079, 080, 081, 084, 085, 086 and 087)
- Q. Property: 13940 Ramona Blvd. 91706
Negotiating Parties: City of Baldwin Park and Morgan Kenneth III CO
TR Morgan K
(APN: 8553-006-029)
- R. Property: 13926 Ramona Blvd. 91706
Negotiating Parties: City of Baldwin Park and Berger, David A and Berger, Eva
(APN: 8553-006-006)

4. 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: Service Employee International Union (SEIU)

5. Conference With Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9:

Potential Case(s): Four (4)

The City Council reconvened into open session at 7:15 PM.

REPORT ON CLOSED SESSION

City Attorney Robert N. Tafoya announced no reportable action was taken.

ADJOURNMENT

There being no further business, motion was made by Mayor Estrada seconded by Mayor Pro Tem Avila, to adjourn the meeting at approximately 8:58 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a special meeting thereof held on February 17, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6 2023**



MINUTES

BALDWIN PARK CITY COUNCIL REGULAR MEETING

February 17, 2021, 7:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 7:15 p.m. by Mayor Estrada.

INVOCATION

The invocation was provided by Pastor Flores.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Hernandez.

ROLL CALL

Chief Deputy City Clerk Morales performed roll call:

COUNCIL MEMBERS:

Council Member Danny Damian (tele-conference)
Council Member Monica Garcia (tele-conference)
Council Member Paul C. Hernandez (tele-conference)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

REPORT ON CLOSED SESSION

City Attorney Robert N. Tafoya announced no reportable action was taken.

ANNOUNCEMENTS

Mayor Estrada announced, as required by Government Code section 54952.3, members of the City 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

Mayor Estrada recognized the following for the 2021 Food Drive Volunteer's:

-Alfonso Arteaga	-Ralph Galvan	-Yolanda
-David Castro	-Susan Rovira	Martinez
-Jessica Joiner	-Tara Robinson	-Maria Carrillo
-Joe Yersky	-Beatriz Sandoval	-Xochitl Escalante
-Jose Martinez		

Mayor Estrada proclaimed David H. Gaither's son, Richard Gaither and family in Honor of David H. Gaither

Senator Susan Rubio presented on Legislative Update

Colleen Malaiba presented on Updates from Valley County Water District

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 8:07 p.m.

The following spoke:

1. Ralph Galvan
2. Beatriz Sandoval
3. Katherine Looser

Mayor Estrada closed public communications at approximately 8:16 p.m.

CONSENT CALENDAR

1. Warrants and Demands

Motion to ratify the attached Warrants and Demands Register.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

2. Treasurer's Report – December 2020

Motion to receive and file the Treasurer's Report for December 2020.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

3. Meeting Minutes

Motion to approve meeting minutes for the following City Council Meetings:
Special Meeting of December 7, 2020, Special Meeting of December 16, 2020
Special Meeting of January 6, 2021, Special Meeting of January 20, 2021
Special Meeting of January 28, 2021, Special Meeting of February 3, 2021

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

4. Ratify and Adopt a Resolution to Update the City of Baldwin Park Job Classification Plan by Adding a New Position of Community Services Supervisor; and Update the City of Baldwin Park Comprehensive Pay Schedule in Accordance with Cal PERS Established Guidelines

Motion to:

1. Approve, Ratify and Adopt Resolution No. 2021-003 authorizing an amendment to the job classification plan by deleting one (1) Program Supervisor and adding a new position of Community Services Supervisor; and

2. Approve, Ratify and Adopt Resolution No. 2021-004 approving the Comprehensive Pay Schedule reflecting the salary range of the Community Services Supervisor; and
3. Authorize the Finance Director to complete the budget amendments and appropriations and make any necessary adjustments.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

5. Approve of the Safe Clean Water (SCW) Program Revenue Transfer Agreement between the City of Baldwin Park and Los Angeles County Flood Control District for the City of Baldwin Park's Barnes Park Regional Project (Project) and Authorization to Publish a Request for Proposals (RFP) for Professional Design Services for the Project

Motion to:

1. Approve the Transfer Agreement between the City of Baldwin Park and the Los Angeles County Flood Control District for the City's allocation of funds from the Safe Clean Water (SCW) Program for the Barnes Park project; and
2. Authorize the Director of Public Works to issue an RFP for the implementation of the project; and
3. Authorize the Director of Public Works to act as the signature authority and process necessary documents to satisfy Measure W funding requirements.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

6. Approve Request-for-Service Proposals from the City's On-Call Consultant, Infrastructure Engineers, Inc. (IE) for Civil Design Services for the Various Street Rehabilitation Project and the San Gabriel River Greenway and Neighborhood Connections Project

Motion to authorize the Director of Public Works to approve the RFS proposals from Infrastructure Engineers (IE) in the amount of \$46,664 for the completion of the plans, specifications and estimate (PS&E) for the Various Street Rehabilitation Project and \$86,496 for the completion of the PS&E for the San Gabriel River Greenway and Neighborhood Connections Project.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

7. Approve an Appropriation of Funds for the Citywide Traffic Signal Battery Backup Systems (BBS) Project and Amend the City's 2020-2021 Capital Improvement Program (CIP) Budget to Incorporate the Project

Motion to:

1. Authorize the Director of Finance to appropriate \$260,000 from LLMD Fund.
2. Approve an amendment to incorporate the project into the current FY2020-21 CIP Budget.
3. Authorize the Director of Public Works to execute a Request for Service (RFS) for design services with the City's on-call consultant.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

8. Accept and Authorize the Filing of a Notice of Completion for City Project No. CIP 2020-163 Morgan Park Parking Lot Improvements Project

Motion to:

1. Accept the construction improvements by Gentry Brothers, Inc. of Irwindale, CA in the amount of \$470,610.49, and authorize the recordation of a Notice of Completion; and
2. Authorize the Director of Finance to appropriate \$21,052.49 from Park Fees (Quimby Act) Fund to Acct.# 234-50-520-58100-15086; and
3. Authorize the payment of \$23,530.52 in retention funds to Gentry Brothers, Inc. upon the expiration of the 35-day notice period.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

9. Resolution No. 2021-005 Initiating the Proceedings and Ordering Preparation of the Engineer's Report for the Citywide Landscape and Lighting Maintenance Assessment District for FY2021/2022

Motion to:

Adopt Resolution No. 2021-005 entitled, "A Resolution of the City Council of the City of Baldwin Park, California, authorizing the initiation of the proceedings and ordering the preparation of the Engineer's Report for the FY 2021/2022 levy of annual assessments for the City of Baldwin Park Landscaping and Lighting Maintenance District pursuant to the provisions of Division 15, Part 2 of the State of California Streets and Highway Code."

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

10. Resolution No. 2021-006 Initiating the Proceedings and Ordering Preparation of the Engineer's Report for the Citywide Landscape and Lighting Maintenance Assessment District for FY2021/2022

Motion to:

Adopt Resolution No. 2021-006 entitled, "A Resolution of the City Council of the City of Baldwin Park, California, authorizing the initiation of the proceedings and ordering the preparation of the Engineer's Report for the FY 2021/2022 levy of annual

assessments for the City of Baldwin Park Landscaping and Lighting Maintenance District pursuant to the provisions of Division 15, Part 2 of the State of California Streets and Highway Code.”

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

11. Approval to Enter into an Agreement between the City of Baldwin and Elizabeth M. Kessel, Inc., dba Kessel & Megrabyan for Attorney Services

Motion to approve the retention of Elizabeth M. Kessel, Inc., dba Kessel & Megrabyan

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

12. Adopt Resolution No. 2021-007 entitled, “A Resolution of the City Council of the City of Baldwin Park Adopting the San Gabriel Valley Council of Governments’ White Paper on LAHSA Reform”

Motion to:

1. Adopt Resolution No. 2021-007 entitled, “A Resolution of the City of Baldwin of Baldwin Park Adopting the San Gabriel Valley Council of Governments’ White Paper on LAHSA Reform”; and
2. Authorize the Director of Recreation and Community Services to execute any further documents.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

13. Adopt Approval to Enter into an Agreement between the City of Baldwin Park & LeSar Development Consultants Under the (Individual City) Measure H Cities Homeless Implementation Grant

Motion to:

1. Approve the Service Agreement between the City of Baldwin Park & LeSar Development Consultants (LDC) to implement the Measure H Grant Funds for following line items (Consultant/Vendor, Hotel/Motel Conversion, ADU Ordinance Study, GIS Mapping for Land Use, Inclusionary Zoning, and Scatter Site Housing); and
2. Authorize the Chief Executive Officer to Execute the Service Agreement between the City of Baldwin Park & LeSar Development Consultants (LDC); and
3. Authorize the Finance Director to make a budget amendment and provide account numbers to record the grant and related expenditures accordingly; and
4. Authorize the Director of Recreation and Community Services to execute further documents and reporting.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

14. Approval to Enter into an Agreement between the City of Baldwin Park & Cohort Cities (El Monte and South El Monte) with LeSar Development Consultants under Measure H Cities Homeless Implementation Grant

Motion to:

1. Approve the Service Agreement between the City of Baldwin Park & Cohort Cities (El Monte and South El Monte) with LeSar Development Consultants (LDC) to implement the Measure H Grant Funds for following line items (Development and Planning Consultant), and;
2. Authorize the Chief Executive Officer to Execute the Service Agreement between the City of Baldwin Park & Cohort Cities and LeSar Development Consultants (LDC) and;
3. Authorize the Finance Director to make a budget amendment and provide account numbers to record the grant and related expenditures accordingly and;
4. Authorize the Director of Recreation and Community Services to execute further documents and reporting.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

15. Adopt Resolution No. 2021-008 entitled, “A Resolution of the City Council of the City of Baldwin Park, California, Approving the Application for the Statewide Park Development and Community Revitalization Program Grant Funds” for the Big Dalton Wash Greening Trail (Phase 1) and Pocket Parks

Motion to:

1. Adopt Resolution No. 2021-008 entitled, “A Resolution of the City Council of the City of Baldwin Park, California, approving the application for the Statewide Park Development and Community Revitalization Program Grant Funds” for the Big Dalton Wash Greening Trail (Phase I) and Pocket Parks; and
2. Authorize the Director of Recreation and Community Services to execute any further documents

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

16. Adopt Resolution No. 2021-009 entitled, “A Resolution of the City Council of the City of Baldwin Park, California, Approving the Application for the Statewide Park Development and Community Revitalization Program Grant Funds” for the Barnes Park Expansion

Motion to:

1. Adopt Resolution No. 2021-009 entitled, “A Resolution of the City Council of the City of Baldwin Park, California, approving the application for the Statewide Park Development and Community Revitalization Program Grant Funds” for the Barnes Park Expansion; and

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

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

17. Approve the Letter of Intent for the San Gabriel Valley Emergency Shelter Pilot Program in Partnership with the San Gabriel Valley Regional Housing Trust & San Gabriel Valley Council of Governments

Motion to:

1. Approve the Letter of Intent for the San Gabriel Valley Emergency Shelter Pilot Program in partnership with the San Gabriel Valley Regional Housing Trust & San Gabriel Valley Council of Governments; and
2. Authorize the Director of Recreation and Community Services to execute any further documents.

Item #17 was pulled for further discussion.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

18. Approval of Employment Agreement with Robert A. Lopez for the Position of Chief of Police (Pulled for Separate Consideration)

Motion to approve the Agreement with Robert A. Lopez for the position of Police Chief and direct the Mayor and City Clerk to execute agreement.

Item #18 was pulled for further discussion.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

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

**SA-1 Successor Agency to the Dissolved Community Development Commission
of the City of Baldwin Park Treasurer's Report – December 2020**

Staff recommends that the Board receive and file the Treasurer's Report for December 2020.

MOTION: It was moved by Chair Estrada, seconded by Board Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

SA-2 Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park Warrants and Demands

Staff recommends that the Board ratify the attached Warrants and Demands Register.

MOTION: It was moved by Chair Estrada, seconded by Board Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Mayor and Councilmember provided direction to staff.

ADJOURNMENT

Motion to adjourn was made by Mayor Estrada, seconded by Mayor Pro Tem Avila at approximately 8:58 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a regular meeting thereof held on February 17, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



**MINUTES
BALDWIN PARK FINANCE AUTHORITY
FEBRUARY 17, 2021, 7:00 P.M.**

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 9:00 p.m. by Chair Estrada.

ROLL CALL

City Clerk Garcia performed roll call:

MEMBERS:

Board Member Daniel Damian (tele-conference)
Board Member Monica Garcia (tele-conference)
Board Member Paul Hernandez (tele-conference)
Vice Chair Alejandra Avila (tele-conference)
Chair Emmanuel J. Estrada (tele-conference)

ANNOUNCEMENTS

City Council Members 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.

PUBLIC COMMUNICATIONS

Chair Estrada opened public communications at approximately 9:01 p.m. Seeing no one wishing to speak, Chair Estrada closed public communications at approximately 9:01 p.m.

CONSENT CALENDAR

1. Treasurer's Report – December 2020

Motion to receive and file the Treasurer's Report for December 2020.

MOTION: It was moved by Chair Estrada, seconded Board Member Damian to approve motioned. **PASSED.** [5-0]. AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNADEZ

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Chair Estrada and Councilmembers provided direction.

ADJOURNMENT

Motion to adjourn was made by Chair Estrada, seconded by Board Member Damian at approximately 9:01 p.m.

Emmanuel J. Estrada, Chair

Finance Authority Meeting of 02/17/21

Page 1 of 2

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the Finance Authority of the City of Baldwin Park at a regular meeting thereof held on February 17, 2021.

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



**MINUTES
BALDWIN PARK HOUSING AUTHORITY
February 17, 2021, 7:00 P.M.**

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 9:00 p.m. by Chair Estrada.

ROLL CALL

City Clerk Garcia performed roll call:

MEMBERS:

Board Member Daniel Damian (tele-conference)

Board Member Monica Garcia (tele-conference)

Board Member Paul Hernandez (tele-conference)

Vice Chair Alejandra Avila (tele-conference)

Chair Emmanuel J. Estrada (tele-conference)

ANNOUNCEMENTS

City Council Members 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.

PUBLIC COMMUNICATIONS

Chair Estrada opened public communications at approximately 9:00 p.m. Seeing no one wishing to speak, Chair Estrada closed public communications at approximately 9:15 p.m.

CONSENT CALENDAR

1. Treasurer's Report – December 2020

Motion to received and file the Treasurer's Report for December 2020.

MOTION: It was moved by Chair Estrada, seconded Board Member Damian to approve motioned. **PASSED.** [5-0]. AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNADEZ

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Chair Estrada and Councilmembers provided direction.

ADJOURNMENT

Motion to adjourn was made by Chair Estrada, seconded by Vice Chair Avila at approximately 9:00 p.m.

Emmanuel J. Estrada, Chair

Housing Authority Meeting of 02/17/21

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ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the Housing Authority of the City of Baldwin Park at a regular meeting thereof held on February 17, 2021.

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



MINUTES

BALDWIN PARK CITY COUNCIL SPECIAL MEETING

February 3, 2021, 5:30 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 5:38 p.m. by Mayor Pro Tem Avila.

ROLL CALL

Chief Deputy City Clerk Morales performed roll call:

COUNCIL MEMBERS:

Council Member Danny Damian (tele-conference)

Council Member Paul C. Hernandez (tele-conference)

Council Member Monica Garcia (tele-conference)

Mayor Pro Tem Alejandra Avila (tele-conference)

Mayor Emmanuel J. Estrada (tele-conference)

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 5:38 p.m. Seeing no comments received, Mayor Estrada closed public communications at approximately 5:38 p.m.

OPEN SESSION- None

RECESS TO CLOSED SESSION- at approximately 5:38 p.m.

1. Conference With Legal Counsel—Existing Litigation

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

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

Case Name: People v. Ehlers Case No. ELM9EM07323

Case Name: Ehlers v. City of Baldwin Park Case No. 2:19-cv-09896-CAS-E

Case Name: Baldwin Park Free Speech Coalition, et al., v. City of Baldwin Park Case No. 2-19-cv-09864 CAS-E

Case Name: Herrera v. City of Baldwin Park Case No. 20STCV11521

Case Name: City of Baldwin Park v. McLean Case No. 20STCV25341

Case Name: Sandoval v. City of West Covina Case No. 20STCV17053

Case Name: Aguilar v. City of Baldwin Park Case No. 20STCV00193

Case Name: John Doe 1 v. John Doe S.V Case No. 20STCV37963

Case Name: John Rios v. City of Baldwin Park Case No. 19STCV05465

Special Meeting of 2/3/21

Page 1 of 4

2. 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: 4145 Puente Avenue (CAN 17-01)
Negotiating Parties: City of Baldwin Park and Edward Avakyan Jenome Research
- 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: 5148 Bleecker Street (CAN 17-12)
Negotiating Parties: City of Baldwin Park and Sergio Torres, Enrique Vega and Moses Acosta, Medical Grade Farms BP
- F. Property: 15023 Ramona Boulevard (CAN 17-13)
Negotiating Parties: City of Baldwin Park and Shaun Szameit, Joshua Pierce and Kevin Huebner, Kultiv8 Group, LLC.
- G. Property: 4621 Littlejohn Street (CAN 17-15)
Negotiating Parties: City of Baldwin Park and Teresa Tsai, GSC Capital Group
- H. Property: 4802 Littlejohn Street, Suite B (CAN 17-29)
Negotiating Parties: City of Baldwin Park and Yichang Bai W&F International Corp.
- I. Property: 5175 Commerce Drive (CAN 17-18)
Negotiating Parties: City of Baldwin Park and Linda Thong, Pacific Cultivation, LLC.
- J. Property: 15440, 15442 and 15444 Arrow Highway (CAN 18-01)
Negotiating Parties: City of Baldwin Park and Tim McCarty Ala Karte, LLC
- K. Property: 4802 Littlejohn Street (CAN 17-28)
Negotiating Parties: City of Baldwin Park and Marco Perez and Ren Yoneyama, VRD, Inc.
- L. Property: 13460 Brooks Drive (CAN 17-31)
Negotiating Parties: City of Baldwin Park and Sigrid Lopez and Artem Karapetyan, Green Health Industries, LLC.
- M. Property: 1516 Virginia Avenue (CAN 17-30)
Negotiating Parties: City of Baldwin Park and David Ju DJCBP Corp., dba Tier One Consulting

- N. Property: 14551 Joanbridge Street (CAN 17-02)
Negotiating Parties: City of Baldwin Park and Tony Fong
Baldwin Park Tale Corp.
- O. Property: 5018 Lante Street
Negotiating Parties: City of Baldwin Park and Robert Gray
Distinct Indulgence, Inc.
- P. Property: Torch Street & Marlinda Avenue
Negotiating Parties: City of Baldwin Park and TTJ Investments, LLC Avenue
(APNs: 8550-020-079, 080, 081, 084, 085, 086 and 087)

3. 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: Service Employee International Union (SEIU)

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): Four (4)

5. Public Employment Appointment

Pursuant to Government Code §54957:

Position: Chief of Police

The City Council reconvened into open session approximately 7:23 p.m. into the City Council Regular Meeting.

The City Council recessed into closed session at approximately 8:59 p.m.

The City Council reconvened into open session at approximately 9:53 p.m.

REPORT ON CLOSED SESSION

City Attorney Robert N. Tafoya announced no reportable action was taken.

ADJOURNMENT

There being no further business, motion was made by Mayor Estrada seconded by Mayor Pro Tem Avila, to adjourn the meeting at approximately 9:55 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a special meeting thereof held on February 3, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



MINUTES

BALDWIN PARK CITY COUNCIL REGULAR MEETING

February 3, 2021, 7:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 7:23 p.m. by Mayor Estrada.

INVOCATION

The invocation was provided by Pastor Flores.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem Avila.

ROLL CALL

City Clerk Garcia performed roll call:

COUNCIL MEMBERS:

Council Member Danny Damian (tele-conference)
Council Member Monica Garcia (tele-conference)
Council Member Paul C. Hernandez (tele-conference)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

REPORT ON CLOSED SESSION

City Attorney Robert N. Tafoya announced no reportable action was taken.

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

- Erica Frausto, Executive Director and Scott Sapers, Disaster Program Manager presented on Prepare Baldwin Park

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 7:53 p.m.

The following spoke:

- | | |
|---------------------|-------------------|
| 1. John Rios | 3. Greg Tuttle |
| 2. Katherine Looser | 4. Javier Navarro |

CONSENT CALENDAR

1. City of Baldwin Park's Warrants and Demands

Motion to ratify the attached Warrants and Demands Register.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

2. Claim Rejection

Motion to rejected the following claim(s) and direct staff to send the appropriate notice of rejection to claimant(s):

Diane Rendon	Claimant alleges bodily injury due to the dangerous condition of public property within the parkway 3456 San Gabriel River Parkway
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MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

3. A Request for Consideration of Settlement Agreement with Rukli, Inc.

Motion to approve the settlement agreement and direct staff to proceed with amended Development Agreements.

Item #3 was pulled for further discussion.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Damian to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

4. Approve the Ratification of the Execution of a Letter of Credit with River City Bank on behalf of Baldwin Park Resident Owned Utility District (B-PROUD) to Comply with California Public Utilities Commission Financial Security Requirements

Motion to approve the ratification of the execution of a Letter of Credit with RCB on behalf of B-PROUD to comply with the CPUC FSR.

Item #4 was pulled for further discussion.

MOTION: It was moved by Council Member Damian, seconded by Mayor Pro Tem Avila to approved Motioned. **PASSED.** [5-0] AYES: DAMINA, AVILA, ESTRADA, GARCIA, HERNADEZ

5. Adopt Resolution No. 2021-001 entitled, “A Resolution of the City Council of the City of Baldwin Park, California, approving the application for grant funds for the California Climate Investments Urban Greening Program” for the Big Dalton Wash Trail Pocket Park

Motion to adopted Resolution No. 2021-001 entitled, “A Resolution of the City Council of the City of Baldwin Park, California, approving the application for grant funds for the California Climate Investments Urban Greening Program” for the Big Dalton Wash Trail Pocket Park; and authorized the Director of Recreation and Community Services to execute any further documents.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

6. Adopt Resolution No. 2021-002 entitled, “A Resolution of the City Council of the City of Baldwin Park, California, approving the application for grant funds for the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68)” for the Big Dalton Wash Trail Greening Park Wetland Restoration Project

Motion to adopted Resolution No. 2021-002 entitled, “A Resolution of the City Council of the City of Baldwin Park, California, approving the application for grant funds for the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68)” for the Big Dalton Wash Trail Greening Park Wetland Restoration Project; and Authorized the Director of Recreation and Community Services to execute any further documents.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

7. Authorize to Enter into a Lease Agreement for Three New Copy Machines

Motion to approved entering into a 60-month Lease Agreement with Ricoh USA for three new copy machines.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

REPORTS OF OFFICERS- None

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Request by Council Member Monica Garcia:

- City Council review of existing vehicle code and City response to traffic signals that are blacked out due to power outages, or any other unforeseen incident, with discussion and direction by Council.

Mayor and Councilmembers provided comments and direction.

The City Council recessed into closed session at approximately 8:59 p.m.

The City Council reconvened into open session at approximately 9:53 p.m.

ADJOURNMENT

Motion to adjourn was made by Mayor Estrada, seconded by Mayor Pro Tem Avila, at approximately 9:55 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a regular meeting thereof held on February 3, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



MINUTES
BALDWIN PARK CITY COUNCIL SPECIAL MEETING
January 28, 2021, 5:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 5:09 p.m. by Mayor Estrada.

ROLL CALL

Chief Deputy City Clerk Morales performed roll call:

COUNCIL MEMBERS:

Council Member Danny Damian (tele-conference)
Council Member Monica Garcia (tele-conference)
Council Member Paul C. Hernandez (tele-conference)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 5:09 p.m. Seeing no one wishing to speak, Mayor Estrada closed public communications at 5:11 p.m.

OPEN SESSION- None

RECESS TO CLOSED SESSION- at approximately 5:13 p.m.

1. Public Employment Appointment

Pursuant to Government Code §54957:

Position: Chief of Police

The City Council reconvened into open session at 6:55 PM.

REPORT ON CLOSED SESSION

City Attorney Robert N. Tafoya stated no reportable action was taken.

ADJOURNMENT

There being no further business, motion was made by Mayor Estrada seconded by Mayor Pro Tem Avila, to adjourn the meeting at approximately 6:55 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a special meeting thereof held on January 28, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



MINUTES
BALDWIN PARK CITY COUNCIL & PLANNING COMMISSION JOINT
SPECIAL MEETING

January 27, 2021, 6:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 6:10 p.m. by Mayor Estrada.

ROLL CALL

City Clerk Garcia performed roll call:

COUNCIL MEMBERS:

Council Member Danny Damian (tele-conference)
Council Member Monica Garcia (tele-conference late)
Council Member Paul C. Hernandez (tele-conference)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

MOTION: it was motioned by Mayor Estrada, seconded by Mayor Pro Temp to excuse Councilmember Garcia. **PASSED.** [4-0] AYES: ESTRADA, AVILA, DAMIAN, HERNANDEZ

PLANNING COMMISSION:

Planning Commissioner Edith Flores (absent)
Planning Commissioner Christopher Garrido (tele-conference)
Vice Chair Edwin Borques (tele-conference)
Chair Christopher Saenz (tele-conference)

OPEN SESSION

- **Rangwala Associates presented on Baldwin Park TOD Specific Plan Update**

PUBLIC COMMUNICATION

Mayor Estrada opened public communications at approximately 7:53 p.m. and closed the chat box at approximately 8:03p.m.

ADJOURNMENT

There being no further business, motion was made by Mayor Estrada seconded by Councilmember Garcia, to adjourn the meeting at approximately 8:04 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a special joint meeting thereof held on January 27, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



MINUTES
BALDWIN PARK CITY COUNCIL REGULAR MEETING

January 20, 2021, 7:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 7:31 p.m. by Mayor Estrada.

INVOCATION

The invocation was provided by Pastor Flores.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Damian.

ROLL CALL

City Clerk Garcia performed roll call:

COUNCIL MEMBERS:

Council Member Danny Damian (tele-conference)
Council Member Monica Garcia (tele-conference)
Council Member Paul C. Hernandez (tele-conference)
Mayor Pro Tem Alejandra Avila (tele-conference)
Mayor Emmanuel J. Estrada (tele-conference)

REPORT ON CLOSED SESSION

City Attorney Robert N. Tafoya announced no reportable action was taken.

ANNOUNCEMENTS

Mayor Estrada announced, as required by Government Code section 54952.3, members of the City 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.

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

Mayor Estrada recognized the Baldwin Park Unified School District Board Members on Re-Election/Election

- Re-Election of Board Member Christina Lucero
- Re-Election of Board Member Santos Hernandez
- Election of Board Member Diana E. Miranda-Dzib

Mayor Estrada recognized the Full Athletic Scholarship to UNLV Awarded to Baldwin Park Students

- Nick Dimitris
- Anthony Rosas

Mayor Estrada presented Betty McWilliams for their outstanding contributions to the community in recognition of Foothill Unity Center

Dalila Lopez & Christina Cardenas, LAC USC Medical Center Foundation, Dr. Jessica Barrington-Trimis, USC Keck School of Medicine, Xochitl Escalante, Ashley Valdez and Vanessa Polk, Breathe Free Baldwin Park Coalition Members presented on Flavored Tobacco, Vaping and the Impact on Baldwin Park Youth

Teri Muse, Waste Management Representative present on Waste Management

PUBLIC COMMUNICATIONS

Mayor Estrada opened public communications at approximately 8:07 p.m.

The following spoke:

- | | |
|------------------------|--------------------------|
| 1. Christopher Venegas | 5. John Rios |
| 2. Carlos | 6. Martha Alicia Mendoza |
| 3. Katherine Looser | 7. Tom Sandoval |
| 4. Luis Mendez | |

Mayor Estrada closed public communications at approximately 9:07 p.m.

CONSENT CALENDAR

1. City of Baldwin Park's Warrants and Demands

Motion to ratify the attached Warrants and Demands Register.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Hernandez to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

2. Meeting Minutes

Motion to receive and file the following Meeting Minutes:

- A. Meeting Minutes of the Special City Council Meeting held on June 3, 2020.
- B. Meeting Minutes of the Regular City Council Meeting held on June 3, 2020.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Hernandez to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

3. Treasurer's Report – November 2020

Motion to receive and file the Treasurer's Report for November 2020.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Hernandez to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

4. Claim Rejection

Motion to reject the following claims and direct staff to send the appropriate notice of rejection to claimant(s):

Hernandez, Hope

Claimant alleges property damage

MOTION: It was moved by Mayor Estrada, seconded by Council Member Hernandez to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

5. Naming a City Facility

Motion to reverse the naming of the City Council Chambers as The Manuel Lozano Council Chambers and put this and any future naming on hold until a policy is adopted.

Item #5 was pulled for further discussion.

MOTION: It was moved by Council Member Garcia, seconded by Council Member Hernandez to approve Motioned. **FAILED.** [2-3] AYES: GARCIA, HERNANDEZ NAY: AVILA, ESTRADA, DAMIAN

MOTION: It was moved by Mayor Pro Tem Avila, seconded by Council Member Damian to approve Motioned. **PASSED.** [3-2] AYES: AVILA, ESTRADA, DAMIAN NAY: GARCIA, HERNANDEZ

6. Approval to Enter into an Agreement between the City of Baldwin Park & Cohort Cities (El Monte and South El Monte) Goodwill Southern California under the Measure H Cities Homeless Implementation Grant

Motion to:

1. Approve the Service Agreement between the City of Baldwin Park & Cohort Cities and Goodwill Southern California to implement the Measure H Grant Funds for line item (Employment Services) and;
2. Authorize the Mayor to Execute the Service Agreement between the City of Baldwin Park & Cohort Cities and Goodwill Southern California and;
3. Authorize the Finance Director to make a budget amendment and provide account numbers to record the grant and related expenditures accordingly and;
4. Authorize the Director of Recreation and Community Services to execute further documents and reporting.

Item #6 was pulled for further discussion.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, AVILA, DAMIAN, GARCIA, HERNANDEZ

7. Award of Bid for City Project No. CIP20-131 – Landscape Improvements Project at Ramon Boulevard CNG Station Site

Motion to:

1. Approve and award the contract to Martinez Landscape Co., Inc. of Sylmar, CA in the amount of \$108,347.30; and
2. Authorize the Mayor and City Clerk to execute the contract for the Landscape Improvements Project at Ramona Boulevard CNG Station Site.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Hernandez to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

8. Award of Contract for Landscape Maintenance Services to Mariposa Landscapes Inc. for Routine Maintenance of Center Medians Along Various Major City Corridors

Motion to:

1. Approve and award a maintenance services contract with Mariposa Landscapes, Inc. in an amount not-to-exceed \$100,000; and
2. Authorize the Mayor and City clerk to execute the contract with Mariposa Landscapes, Inc. for landscape maintenance services; and
3. Authorize the Director of Finance and Director of Public Works to make the necessary budget adjustments for the new landscape maintenance services.

Item #8 was pulled for further discussion.

MOTION: It was moved by Mayor Estrada, seconded by Mayor Pro Tem Avila to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

9. Authorization to Publish a Request for Qualifications (RFQ) for Professional Engineering and Landscape Architectural Services for the Public Works Department

Motion to authorize Staff to publish a Request of Qualifications for Professional Engineering and Landscape Architectural Services.

Item #9 was pulled for further discussion.

MOTION: It was moved by Council Member Damian, seconded by Council Member Hernandez to approve Motioned with an amendment. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

10. Approve Final Parcel Map No. 82921 to merge two (2) lots into one (1) lot – For Commercial Purposes (Express Car Wash)

Motion to accept the Final Parcel Map No. 82921 and authorize the City Clerk and staff to sign the Final Map.

MOTION: It was moved by Mayor Estrada, seconded by Council Member Hernandez to approve Motioned. **PASSED.** [5-0] AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

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

SA-1 Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park Treasurer's Report – November 2020

Motion to received and filed the Treasurer's Report for November 2020.

MOTION: It was moved by Chair Estrada, seconded by Board Member Hernandez to approve Motioned. **PASSED** [5-0] AYES: ESTRADA, AVILA, DAMINA, HERNADNEZ, GARCIA

REPORTS OF OFFICERS- None

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Request by Mayor Emmanuel J. Estrada:

- City Council discussion and direction to staff to bring back information on a City Inclusionary Housing Ordinance and the process at a future Study session.
- City Council discussion and direction to staff to develop a potential, city funded grant program to help Baldwin Park tenants, and for direction to send letters to State and Congressional officials asking them to take state level action for tenant protection. In addition, for staff to explore philanthropic or private partnerships for senior meals program.

Request by Council Member Danny Damian:

- City Council discussion and direction to staff to send out an RFP for a new auditing firm for FY 2021 and future years. The current auditing firm has been retained from FY 2016. It is best practice to change auditing firms every four to five years.

Request by Council Member Monica Garcia:

- City Council review of existing vehicle code and City response to traffic signals that are blacked out due to power outages, or any other unforeseen incident, with discussion and direction by Council.

Request by Council Member Paul C. Hernandez:

- City Council discussion regarding the County plans for Mega Pod vaccinations sites and how such sites may not adequately serve Baldwin Park residents and to direct the preparation of a letter to Supervisor Solis requesting a partnership to bring satellite vaccination sites to serve our residents and San Gabriel Valley residents who may be elderly or lack adequate transportation.

ADJOURNMENT

Motion to adjourn was made by Mayor Estrada, seconded by Councilmember Hernandez at approximately 10:21 p.m.

Emmanuel J. Estrada, Mayor

ATTEST:

Marlen Garcia, City Clerk

ATTEST:

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the City Council of the City of Baldwin Park at a regular meeting thereof held on January 20, 2021

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



**MINUTES
BALDWIN PARK FINANCE AUTHORITY**

January 20, 2021, 7:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 10:09 p.m. by Chair Estrada.

ROLL CALL

City Clerk Garcia performed roll call:

MEMBERS:

Board Member Daniel Damian (tele-conference)
Board Member Monica Garcia (tele-conference)
Board Member Paul Hernandez (tele-conference)
Vice Chair Alejandra Avila (tele-conference)
Chair Emmanuel J. Estrada (tele-conference)

ANNOUNCEMENTS

City Council Members 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.

PUBLIC COMMUNICATIONS

Chair Estrada opened public communications at approximately 10:09 p.m. Seeing no one wishing to speak, Chair Estrada closed public communications at approximately 10:09 p.m.

CONSENT CALENDAR

1. Treasurer's Report – November 2020

Motion to receive and file the Treasurer's Report for November 2020.

MOTION: It was moved by Chair Estrada, seconded Vice Chair Avila to approve motioned. **PASSED.** [5-0]. AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNADEZ

ADJOURNMENT

Motion to adjourn was made by Chair Estrada, seconded by Vice Chair Avila at approximately 10:10 p.m.

Emmanuel J. Estrada, Chair

ATTEST:

Marlen Garcia, City Clerk

ATTEST:

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the Finance Authority of the City of Baldwin Park at a regular meeting thereof held on January 20, 2021.

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**



**MINUTES
BALDWIN PARK HOUSING AUTHORITY**

January 20, 2021, 7:00 P.M.

COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

This meeting was conducted via teleconference in accordance with Governor Newsom's Executive Order N-25-20.

CALL TO ORDER

The meeting was called to order at approximately 10:08 p.m. by Chair Estrada.

ROLL CALL

City Clerk Garcia performed roll call:

BOARD MEMBERS:

Board Member Daniel Damian (tele-conference)
Board Member Monica Garcia (tele-conference)
Board Member Paul Hernandez (tele-conference)
Vice Chair Alejandra Avila (tele-conference)
Chair Emmanuel J. Estrada (tele-conference)

ANNOUNCEMENTS

City Council Members 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.

PUBLIC COMMUNICATIONS

Chair Estrada opened public communications at approximately 10:08 p.m. Seeing no one wishing to speak, Chair Estrada closed public communications at approximately 10:08 p.m.

CONSENT CALENDAR

1. Treasurer's Report – November 2020

Motion to receive and file the Treasurer's Report for November 2021.

MOTION: It was moved by Chair Estrada, seconded Board Member Damian to approve motioned. **PASSED.** [5-0]. AYES: ESTRADA, DAMIAN, AVILA, GARCIA, HERNANDEZ

ADJOURNMENT

Motion to adjourn was made by Chair Estrada, seconded by Vice Chair Avila at approximately 10:09 p.m.

Emmanuel J. Estrada, Chair

ATTEST:

Marlen Garcia, City Clerk

ATTEST:

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

I, Krystal Roman, Administrative Clerk II/ Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing actions were taken by the Housing Authority of the City of Baldwin Park at a regular meeting thereof held on January 20, 2021.

Krystal Roman
Administrative Clerk II/ Deputy City Clerk

APPROVED: **September 6, 2023**

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Sam Gutierrez, Director of Public Works

PREPARED BY: Bernardo Navarrete, Engineer Assistant

DATE: September 6, 2023

SUBJECT: Consideration for Approval of an Amendment to the Executed Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) Participating in the Regional Food Recovery Program

SUMMARY

This item requests City Council approval of Amendment No. 1 to the executed Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) participating in the Regional Food Recovery Program. Participation in this program supports the City's effort to be in compliance with SB 1383 requirements aimed to recover 20% of currently disposed edible food for human consumption by 2025. The amendment intends to ensure City's conformance with California Department of Resources Recycling and Recovery's (CalRecycle's) grant guidelines as program participation is fully funded through CalRecycle's SB 1383 Local Assistance Grant Program.

RECOMMENDATION

It is Staff's recommendation that the City Council:

1. Authorize the Chief Executive Officer to execute Amendment No. 1 of the MOA between the City of Baldwin Park and the SGVCOG to participate in the Regional Food Recovery Program Expansion; and
2. Authorize the Director of Public Works to process the necessary documents.

FISCAL IMPACT

There is no impact on the General Fund. Participation in the Regional Food Recovery Program expansion will be funded by the City's awarded funds from CalRecycle's SB 1383 Local Assistance Grant Program.

BACKGROUND

Senate Bill 1383 (Lara, 2016) was passed as part of a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) and statewide disposal of organic waste and edible food. The law established strict targets and the regulations enacted to meet the expected goals that took effect on January 1, 2022. CalRecycle announced a funding opportunity to aid cities in meeting compliancy with SB 1383 regulations through its Local Assistance Grant Program. Staff was directed to apply for the grant and on April 2022, the City of Baldwin Park received approval and was awarded \$108,044 in grant funding. Considering CalRecycle's Local Assistance Grant Program, SGVCOG sought partnerships from cities interested in utilizing their grant funding to share the cost for the expansion of the San Gabriel Valley Regional Food Recovery Program (Program). The food recovery program expansion would include establishing subregional food recovery hubs across the San Gabriel Valley to increase the region's food recovery capacity and infrastructure while providing educational and outreach opportunities for residents and businesses about SB-1383's food recovery regulations. Staff submitted a letter of interest to SGVCOG acknowledging its interest and on July 2022 City Council

approved and executed a Memorandum of Agreement (MOA) with SGVCOG for participation in the Program. The City's participation in the Program will be funded directly through CalRecycle's awarded grant amount totaling \$108,044. Of the awarded grant amount, \$78,000 will be utilized for the Program and the remaining balance of \$30,044 was utilized to execute a professional services agreement with Tripepi Smith for supplemental public outreach and education on SB 1383's regulations.

DISCUSSION

As a conformance requirement with CalRecycle's awarded grant, Staff must provide periodic reporting on expended funds and abide by the grant's guidelines. This reporting will ensure all funds utilized are in alignment with the grant's intended use as part of the Local Assistance Grant Program. In November 2022, Staff submitted the first Payment Request through CalRecycle's Expenditure Itemization Summary (EIS) within their website portal. As Staff coordinated with CalRecycle's liaison, it was noted that there were changes to the budget categories for the grant whereas they were combined or no longer available, although funds were not repurposed, they were to be re-categorized. Additionally at that time, it was made clear that CalRecycle's guidelines stated that Cities must own purchased equipment. At the time of execution, the MOA outlined a joint-city ownership for the equipment, however per the guidelines, ownership must be assigned to participating Cities. As a result, the existing MOA needs to be amended to reflect this provision.

Staff has reviewed the proposed amendment and recommends that the City Council approve the item. The proposed amendment ensures that the City will be conformance with CalRecycle's guidelines through re-categorizing of previously allocated funds for SGVCOG consultant fees and City's support funds for the subregional food recovery hub. There will be no changes to the originally approved amount of \$78,000 for participation in the program. Additionally, to better align the agreement with CalRecycle's guidelines, the scope of work has been modified with a key change indicating that the ownership of equipment is to be transferred to the City through a separate agreement to be established at a later date. When ready, said agreement will be brought back to the City Council for consideration.

ALTERNATIVES

City Council may choose not to accept this amendment and provide staff with alternate direction for further coordination with SGVCOG.

CEQA REVIEW

Pursuant to CEQA, a "project" is defined as a "whole action" subject to a public agency's discretionary funding or approval that has the potential to either (1) cause a direct physical change in the environment or (2) cause a reasonably foreseeable indirect physical change in the environment. "Projects" include discretionary activity by a public agency, a private activity that receives any public funding, or activities that involve the public agency's issuance of a discretionary approval and is not statutorily or categorically exempt from CEQA. (Pub. Res. Code 21065.) To the extent that matters listed in this Agenda are considered "projects" under CEQA, their appropriate CEQA determination will be listed below each recommendation. If no CEQA determination is listed, it has been determined that the action does not constitute a "project" under CEQA.

LEGAL REVIEW

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

ATTACHMENTS

1. Amendment No. 1 for the Memorandum of Agreement with SGVCOG

AMENDMENT NO. 1
TO
MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS AND THE CITY OF BALDWIN PARK FOR
PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY
PROGRAM

This Amendment No. 1 (“Amendment”) to the Memorandum of Agreement (“MOA”) Between the San Gabriel Valley Council of Governments (the “SGVCOG”) and the City of Baldwin Park (the “City”) For Participation in the San Gabriel Valley Regional Food Recovery Program, dated July 20, 2022, shall be effective upon the date executed by both Parties hereto (“Effective Date”).

RECITALS

- A. SGVCOG and City entered into the MOA under which SGVCOG retained a consultant to perform specified tasks (Tasks 1-3 of the MOA’s Scope of Work) toward the development of a subregional food recovery hubs to expand the region’s capacity to recover food; and
- B. SGVCOG and City desire to amend the MOA under Amendment No. 1 to revise the scope of work, invoicing schedule and the overall not-to-exceed MOA amount to support the development of the selected subregional food recovery hub(s). Support to the subregional food recovery hub(s) will be funded by the City’s awarded funds from the California Department of Resources Recycling and Recovery’s (CalRecycle) SB 1383 Local Assistance Grant Program.

NOW THEREFORE, the Parties agree to amend the MOA as follows:

- I. Article III. Responsibilities of the Parties, Section A. Subsection 7 shall be deleted in its entirety and replaced with the following:
“7. Submit invoices to the City, in a total amount that does not exceed \$78,000 (includes consultant, SGVCOG administrative fees and all payments due from City), as follows:
 - On or about January 15, 2023, invoice the City to cover SGVCOG and consultant staff costs under Tasks 7-9 of the Scope of Work from August 1, 2022, to March 30, 2024, in an amount that does not exceed \$30,802.84. Payment of the invoice will be due within thirty (30) days of the City’s receipt thereof.
 - On or about August 1, 2023, invoice the City to support the subregional food recovery hub development under Tasks 7-9 of the Scope of Work in an amount that does not exceed \$47,197.16. Payment of the invoice will be due within thirty (30) days of the City’s receipt thereof.
- II. Article III. Responsibilities of the Parties, Section A shall be amended to add the following:
8. Provide support to facilitate the development of the subregional food recovery hubs

- III. Attachment A to the MOA entitled "Scope of Work" shall be deleted in its entirety and replaced with the revised Attachment A, which is attached hereto and incorporated herein by this reference.
- IV. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the MOA.
- V. This Amendment integrates all of the terms and conditions mentioned herein and supersedes all negotiations with respect to matters referenced herein. Except as specifically amended hereby, the MOA shall remain in full force and effect. To the extent there is any conflict or inconsistency between the terms and provisions of this Amendment and the MOA, this Amendment shall control.

The Parties hereby enter into this Amendment upon the Effective Date as is set forth above.

FOR THE CITY OF BALDWIN PARK:

By: _____
Enrique Zaldivar, PE
City Manager

Date: _____

ATTEST:

Christopher Saenz
City Clerk

APPROVED AS TO FORM:

City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS:

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

David DeBerry
General Counsel

ATTACHMENT A – SCOPE OF WORK

Task 1 Project Management

Task 1.1 Kickoff Meeting

The Consultant shall conduct a kickoff meeting with the SGVCOG. The primary objectives will be to review scope, schedule, project goals, and key issues.

Deliverables: Meeting notes and materials for kickoff meeting.

Task 1.2 Project Team Coordination

Monthly project team meetings, regular phone and e-mail correspondence, and other communications with the SGVCOG to ensure that the tasks listed in this SOW stay on schedule and within budget.

Deliverables: Meeting notifications, agendas, and notes.

Task 1.3 Project Management Update Meetings

The SGVCOG shall facilitate monthly meetings with the representatives of participating cities to provide key project updates. These meetings can also be used to obtain feedback and input on key discussions.

Deliverables: Meeting notifications, agendas, and presentations

Task 2 Subregional Food Recovery Hubs

Task 2.1 Food Recovery Hub Expansion Facilitation

The SGVCOG and Consultant shall develop and implement a process to identify food recovery organizations (FROs) to serve as regional hubs. The Consultant shall create a questionnaire/application to be shared with prospective FROs and assist the SGVCOG in evaluating these food recovery organizations to select approximately three food recovery organizations to serve as regional hubs. The Consultant shall work with the SGVCOG and the selected food recovery organizations to evaluate their current capacity and determine what would be required to help increase their capacity in order to serve as a regional hub. The Consultant shall evaluate elements including but not limited to the following:

- Food supply chain transportation and logistics;
- Existing network;
- Storage capacity and handling capabilities;
- Equipment; and
- Personnel needs.

The Consultant shall provide as-needed technical assistance to the SGVCOG and the food recovery organization, as directed by the SGVCOG, to help identify and secure the resources required to establish the FROs as regional food recovery hubs. This could include but is not limited to recommending specific equipment and

storage, staffing needs, expansion of the food distribution network, and approaches for maximizing food supply chain transportation and logistics. After the food recovery hubs are established, the Consultant shall provide ongoing technical assistance, as requested by the SGVCOG, to facilitate the success of the food recovery hubs.

As part of the Consultant's technical assistance, the Consultant shall assist on an as-needed basis in facilitating workshops with the selected hubs, FROs, and edible food generators to promote network building and provide a forum to share best practices and resources.

Deliverables: Subregional food recovery hub questionnaire/application; monthly report summarizing technical assistance provided.

Task 2.2 Capacity Expansion Support

The SGVCOG shall support the development of the selected subregional food recovery hubs, such as purchasing equipment and/or covering staff costs. Funding to support the hubs can be used to support the following:

- Equipment and Supplies (i.e., pallet jack, refrigeration, shelving, vehicles)
- Facility (i.e., improvements to accommodate equipment)
- Staff Salaries
- Technology (i.e., computers, software, apps)
- Training (i.e., safe food handling certifications)

Ownership of equipment purchased by the SGVCOG will be transferred to a participating city by separate agreement.

The Consultant shall support coordinating with selected food recovery organizations to facilitate the hub development process.

Deliverables: Presentation outlining support provided to selected food recovery organizations; progress updates on capacity expansion efforts at monthly meetings.

Task 3 Public Outreach

Task 3.1 Outreach and Education Plan

The SGVCOG shall expand on the existing comprehensive outreach and education campaign for participating cities' Tier 1 and Tier 2 edible food waste generators and stakeholder groups and specify plans and schedules. The outreach and education plan shall include, at a minimum, the following:

- Two workshops, such as educational workshops for edible food generators and food recovery organizations,
- Three social media campaigns, and

- Two mailer/flyer mailing campaigns for participating cities throughout the duration of this project. Upon request from City staff, materials can be provided in Chinese and/or Spanish.

Deliverables: Outreach and education campaign plan; copies of outreach and education materials

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Robert Lopez, Chief of Police
PREPARED BY: Joshua Hendricks, Acting Captain
DATE: September 6, 2023
SUBJECT: Approval of agreement with All City Management Services to provide school crossing guard services for fiscal year 2023-2024

SUMMARY

This report seeks City Council approval to renew a contractual agreement with All City Management Services (ACMS). The agreement is for the provision of school crossing guard services.

RECOMMENDATION

It is recommended that the City Council

1. Approve the contract with ACMS for crossing guard services.
2. Authorize the Mayor to execute the agreement.
3. Authorize the Director of Finance to pay the contract amount utilizing the approved funds under line item #100-30-390-51100-13200 and 275-30-725-51100-13200.
4. Authorize the Director of Finance to bill BPUSD for their share of the contract, \$159,588.48.

FISCAL IMPACT

The annual cost for FY 2023-2024 is \$319,179.96. With the cost equally shared between the City and BPUSD, the City's share would be \$159,588.48. This is an increase of \$19,741.96 from FY 2022-2023, which was \$299,438.10. The funding for this fiscal year contract with ACMS has already been appropriated and is included in the approved FY 2023-24 budget.

BACKGROUND

The City of Baldwin Park has received crossing guard services through ACMS since FY 2005-2006 pursuant to an original agreement between the parties and amendments thereto. The last service contract expired on June 30, 2023. ACMS has always maintained a high level of service based on staff interaction with school district staff, parents, the crossing guard supervisor, and crossing guards. Staff has also observed crossing guards on duty.

The proposed agreement will provide for crossing guard service at fifteen (15) locations in Baldwin Park for the term of the proposed agreement, which will expire on June 30, 2024.

Outsourcing crossing guard services is a common practice. ACMS is the only professional provider of this service in our area. The following San Gabriel Valley cities have contracted services from ACMS: Arcadia, Azusa, Baldwin Park, Covina, Diamond Bar, El Monte, Glendora, Pasadena, Rosemead, San

Gabriel, San Marino, Temple City, Upland, Walnut, and West Covina. Overall, ACMS has contracted to 110 Southern California cities as well as many others throughout the United States.

ALTERNATIVES

The City Council may choose to provide Staff with other direction.

LEGAL REVIEW

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

ATTACHMENTS

1. The proposed agreement with ACMS for crossing guard services in FY 2023-2024
2. ACMS Client Worksheet 2023-2024



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated May 30, 2023 and is between the CITY OF BALDWIN PARK (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by the City of Baldwin Park.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay 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, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify City will be limited accordingly.

- d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-nine Dollars and Forty-eight Cents **(\$29.48)** per hour, per Crossing Guard during the term. Based on a minimum of fifteen (15) sites and upon a projected (10,827) hours of service the cost shall not exceed Three Hundred Nineteen Thousand, One Hundred and Eighty Dollars (\$319,180.00) per year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The city shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Baldwin Park

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____



ALL CITY MANAGEMENT SERVICES

April 26, 2023

Lt. Chris Hofford
City of Baldwin Park
14403 E. Pacific Ave.
Baldwin Park, CA 91706

Dear Lt. Hofford,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2023-2024 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our post-COVID workforce was decimated and since then we have struggled to maintain a sufficient workforce. In many cases we've transitioned a significant number of employees from an older, primarily stable workforce to a younger mobile workforce. This new segment of our employees are more sensitive to current cost-of-living increases and are looking for higher wages and more hours. They often accept our position and work for days, sometimes weeks and if we're lucky months then abruptly leave when they find higher pay.

For these reasons, as well as cost increases in most segments of our business, we must appeal for an increase in our hourly billing wage for the upcoming 2023-2024 fiscal year. To facilitate the calculation of the 2023-2024 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
General Manager

Client Worksheet 2023 - 2024

City of Baldwin Park
14403 E. Pacific Ave.
Baldwin Park, CA 91706

\$319,179.96

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Manuel Carrillo Jr., Director of Recreation and Community Services
DATE: September 6, 2023
SUBJECT: Approve Facility Use Agreement with the American Red Cross, Los Angeles Region for Disaster Relief Activities

SUMMARY

The purpose of this staff report is for City Council to consider the approval of an agreement with the American Red Cross, Los Angeles Region for Disaster Relief Activities. The American Red Cross disaster relief activities are made possible through grants and donations. Additionally, the disaster services of the American Red Cross are also supported by facility owners who permit them to use their buildings as shelters and other service delivery sites for disaster victims. The aim of this agreement is to provide disaster services for Baldwin Park residents and the surrounding community should the need occur.

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve the Facility Use Agreement with American Red Cross, Los Angeles Region, to permit shelters and other service delivery sites for disaster victims to be set up, at City of Baldwin Park Facilities; and
- 2) Authorize the Chief Executive Officer (CEO) to execute the Facility Use Agreement; and
- 3) Authorize the Director of Recreation and Community Services to execute any other associated documents needed for the agreement.

FISCAL IMPACT

There is no fiscal impact to the General Fund associated with the recommended actions. If the disaster is a Federally declared disaster and owner is a municipal or state government entity, then the City will work with appropriated emergency management to seek cost reimbursement for the time and supplies for these activities through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. There is no fee charged for these disaster services.

BACKGROUND

In the event of a disaster, all City employees become disaster service workers. The City's Emergency Facility Organization in partnership with local and regional resources, will utilize the Esther Snyder Community Center, Julia McNeill Senior Center, Arts and Recreation Center, and Teri G. Muse Family Service Center for disaster services. Other City facilities may also be considered if the need arises. The American Red Cross, Los Angeles Region, a non-profit corporation provides services to individuals, families, and communities when disasters strike. American Red Cross can operate public facilities to provided services during a disaster when requested.

ALTERNATIVES

The City Council may elect not to approve the Agreement.

LEGAL REVIEW

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

ATTACHMENTS

- 1) Facility Use Agreement T-2

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

RC View NSS Facility Site Identification Number: **203222**

Full Name of Owner	City of Baldwin Park
Address	14403 E. Pacific Avenue, Baldwin Park, CA 91706
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Mike Salas, Program Supervisor Office: 626-813-5245 x310 24-Hr: 626-422-8626 msalas@baldwinpark.com
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	American Red Cross, Los Angeles Region
Chapter Address	1450 S Central Ave, Los Angeles CA 90021
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Disaster Duty Officer (800) 675-5799
Address for Official Notices	1450 S Central Ave, Los Angeles CA 90021

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.
Esther Snyder Community Center - 4100 Baldwin Park Blvd., Baldwin Park, CA 91706. NSS Building No. 6670
Julia McNeill Senior Center - 4100 Baldwin Park Blvd., Baldwin Park, CA 91706. NSS Building No.149982
Arts and Recreation Center - 14403-B East Pacific Ave., Baldwin Park, CA 91706. NSS Building No.149981
Teri G. Muse Family Service Center- 14305 East Morgan Street Baldwin Park, CA 91706. NSS Building No. (TBD)

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		CA
Storage of supplies		CA
Parking of vehicles		CA
Disaster Shelter		CA

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
 - a. Owner in consultation with the Red Cross Manager, may require a certain number of security officers for the FACILITY being used by Red Cross as a Disaster Shelter. The Red Cross shall be responsible for procuring and paying for security officers through the City of Baldwin Park, Red Cross volunteer-based security, or a private security agency.
 - b. The Red Cross is solely responsible for supervising all individuals at the FACILITY and adjoining property being used by Red Cross as a Disaster Shelter. The OWNER is not responsible for providing this supervision. However, the OWNER, in consultation with the Red Cross Manager, may evict individuals from the FACILITY

during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.
8. **Equipment and Accessories:**
 - a. The Red Cross shall not remove, relocate, or take OWNER property outside of the FACILITY for any reason without the prior written approval of the OWNER's Manager or his/her designee.
 - b. The Red Cross shall not use OWNER equipment, tools, or furnishings located in or about the FACILITY without the prior written approval of the OWNER'S Manager or his/her designee.
 - c. The Red Cross shall not drive motorized vehicles on field or green space.
9. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
10. **Fee** (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:
 - a. Owner will not charge a fee for the use of the Facility.
Owner initials: _____ Red Cross initials: _____
 - b. The Red Cross will pay \$_____ per day / week / month (circle one) for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____
11. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
 - b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
 - c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

Utility	Owner Initials	Red Cross Initials
Water		<i>OK</i>
Gas		<i>OK</i>

Electricity		GH
Waste Disposal		GH

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
 - e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.
12. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.
- a. The Red Cross shall file certificates of such insurance with the City of Baldwin Park. Red Cross will provide thirty (30) days written notice of cancellation or any change of coverage limits. If a copy of the insurance certificate is not on file prior to the event, the OWNER may deny access to the FACILITY.
13. **Indemnification:** The Red Cross shall indemnify, defend, and hold harmless the City of Baldwin Park, its officers, employees, volunteers, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Red Cross use or occupancy of the FACILITY and adjoining property, except to the extent caused by the negligence or willful misconduct of the City of Baldwin Park its officers, employees, or agents.
14. **Miscellaneous:**
- a. The Red Cross shall comply with all local, state, and federal laws and regulations related to the use of the FACILITY. The Red Cross agrees to abide by all applicable federal and state accessibility standards and regulations.
 - b. The Red Cross shall not admit a larger number of individuals than can lawfully, safely, and freely move about the FACILITY.
 - c. Gambling of any kind is not permitted at the FACILITY.
 - d. Smoking is not permitted at the FACILITY.
 - e. No animals are permitted at the FACILITY, with the exception of service animals. Under the Americans with Disabilities Act, service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.
 - f. If The Red Cross violates any part of this AGREEMENT or reports false information to the Owner, the Owner may refuse The Red Cross further use of the FACILITY.
 - g. The Owner may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community, provided that it furnishes at least thirty (30) days advance notice before the date of which such additional requirements take effect.
 - h. Any person aggrieved by the OWNER's decision with respect to this AGREEMENT may appeal to the



Facility Use Agreement T - 2

OWNER's Manager or his/her designee in writing no later than five (5) days after the OWNER's decision has been communicated to the aggrieved party.

- i. If any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

OWNER

RED CROSS

City of Baldwin Park

Owner (Legal Name)

By (Signature)

Enrique C. Zaldivar

Name (Printed)

Chief Executive Officer

Title

Date

The American National Red Cross

(Legal Name)


By (Signature)

Gerald A. Thomas

Name (Printed)

Los Angeles Region Chief Operations Officer

Title

8/16/23

Date

APPROVED AS TO FORM:

Marco A. Martinez
City Attorney

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Sam Gutierrez, Director of Public Works

PREPARED BY: Lena Abdullah, Management Analyst

DATE: September 6, 2023

SUBJECT: Approve Amendment No. 4 to Funding Agreement No. F9620 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for Grant Funding for the First/Last Mile Connections Project for the Baldwin Park Transit Center

SUMMARY

This report is requesting City Council approval and authorization to execute Amendment No. 4 to Funding Agreement (FA) No. 920000000F9620 (F9620) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the First/Last Mile Connections Project for the Baldwin Park Transit Center. Amendment No. 4 will extend the lapsing date of the funds to June 30, 2024, and update the project schedule.

RECOMMENDATION

It is recommended that the City Council approve and authorize the Mayor to execute Amendment No. 4 to the FA with the LACMTA.

FISCAL IMPACT

This grant is front-funded by the General Fund Reserve on a reimbursement basis. To date, the city has expended a total amount of \$993,213.99 of which \$792,584.76 have been reimbursed. A total amount of \$316,017.01 remains to be expended. Approval of this Amendment will ensure the City remains eligible to request reimbursements for this grant until June 30, 2024.

BACKGROUND

On February 21, 2018, the City Council approved Resolution No 2018-227 which authorized the Mayor to accept grant funds from LACMTA 2015 Call for Projects and to execute Funding Agreement (FA) No. 920000000F9620. The resolution also appropriated the \$656,256 grant funds to the First/Last Mile connections for the Baldwin Park Transit Center Project for first and last mile improvements for safe and efficient non-motorized connections to and from the City's Transit Center as well as an additional \$165,196 from the Surface Transportation Program Fund for the required local match (refer to Attachment No. 1).

On January 12, 2020, Amendment No. 1 to the FA was executed by the City and LACMTA, amending the following items: (1) revised LACMTA programmed funding sources, (2) extended grant funds lapse date to June 30, 2022, (3) updated the project's scope of work, (4) replaced the form used for quarterly progress and expense reports with the latest version, (5) updated the project funding incorporating Measure M MSP funds, (6) replaced the Federal Transportation Improvement Program (FTIP) with a newer version, and (7) updated LACTMA bond requirements (refer to Attachment No. 2).

On August 17, 2021, Amendment No. 2 was executed by the City and LACMTA. The items amended were as follows: (1) extended the grant funds lapse date to February 28, 2023, (2) incorporated change

in communications requirements, (3) changed of project manager, and (4) changed the scope of work and revised the project schedule (refer to Attachment No. 3).

On July 15, 2022, Amendment No. 3 was executed by the City and LACMTA. This amendment made the following changes: (1) extended the grant funds lapse date to June 30, 2023, and (2) revised the scope of work (refer to Attachment No. 4).

DISCUSSION

On September 2, 2020, the Downtown Beautification Project was approved and awarded by the City Council. The project combined a series of Capital Improvement Projects (CIP) aimed at enhancing various aspects of the city's downtown area. The project's funding was drawn from a variety of sources, including SB1 funds that were allocated for city entrance signs, Measure R and LLMD funds dedicated to decorative streetlighting, and LACMTA First/Last Mile funds for pedestrian safety improvements that aligned with the project's objectives as outlined in the Funding Agreement (FA).

Subsequently, on September 21, 2022, the City Council officially accepted the work constructed under the Downtown Beautification Project and authorized the filing of a Notice of Completion. However, the project didn't encompass specific grant requirements related to the installation of quad gates at the Pacific Avenue rail crossing. The quad gates are necessary to prepare the crossing for the future implementation of a Quiet Zone, however due largely to extensive delays with Metrolink reviews, they were omitted from the Downtown Beautification Project. To meet these requirements and ensure the maximum use of the grant funds, the unexpended amount, coupled with other funding sources, were reappropriated to City Project No. CIP20-35 – Pacific Avenue Rail Safety Crossing Improvements Project. The project is anticipated to commence construction in the first quarter of 2024.

To secure the availability of the necessary funds, City Staff engaged in coordination with LACMTA to propose an amendment to the FA that would extend the grant lapse date and adjust the project timeline. In response, LACMTA presented Amendment No. 4 (refer to Attachment No. 5) outlining the revised grant expiration date, which has now been set to June 30, 2024. Following careful evaluation, the City Staff has reviewed and subsequently recommends the approval of the proposed amendment.

ALTERNATIVES

1. Not approve the execution of Amendment No. 4 and forfeit the City's ability to seek additional reimbursements from this grant.
2. Provide Staff with alternative direction

CEQA 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 a 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. Executed Funding Agreement F9620 with LACMTA
2. Amendment No. 1 to Funding Agreement F9620
3. Amendment No. 2 to Funding Agreement F9620
4. Amendment No. 3 to Funding Agreement F9620
5. Proposed Amendment No. 4 to Funding Agreement F9620

**CALL FOR PROJECTS
PROPOSITION C
FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into effective as of October 3, 2017 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Baldwin Park ("GRANTEE") for First/Last Mile Connections for the Baldwin Park Transit Center - LACMTA Call for Projects ID# F9620 and FTIP# LAF9620 (the "Project").

WHEREAS, as part of the 2015 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2015, authorized a grant to GRANTEE, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Project Funding
4. Attachment B - Scope of Work
5. Attachment C - Reporting and Expenditure Guidelines
6. Attachment C-1 - Quarterly Progress/Expenditure Report
7. Attachment D - Federal Transportation Improvement Program (FTIP) Sheet
8. Attachment E-1 - Special Grant Conditions by the Board
9. Attachment E-2 - Sustainable Design Elements Requirements
10. Attachment F - Project Readiness Certification
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

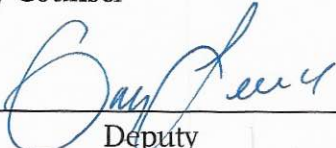
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 3/5/18
 Phillip A. Washington
Chief Executive Officer

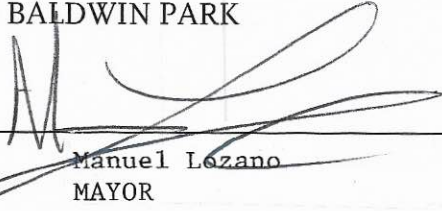
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

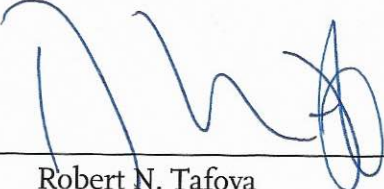
By:  Date: 12/27/17
Deputy

GRANTEE:

CITY OF BALDWIN PARK

By:  Date: 2/21/18
Manuel Lozano
MAYOR

APPROVED AS TO FORM:

By:  Date: 2/21/18
Robert N. Tafoya
City Attorney

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): First/Last Mile Connections for the Baldwin Park Transit Center. LACMTA Call for Projects ID# F9620, FTIP # LAF9620.
2. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 25% funds in the amount of \$656,256 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 24, 2015, granted the Funds to GRANTEE for the Project. The Funds are programmed over 2 years, Fiscal Years (FY) 2017-18; FY 2018-19. LACMTA Board of Directors' action approved Funds for FY 2017-18 only in the amount of \$15,645. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to GRANTEE.
3. The Project Funding documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds granted by LACMTA and GRANTEE'S local match requirement (the "GRANTEE Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
4. GRANTEE shall complete the Project as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Attachment B. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 9.
5. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (Attachment C). The form of the Quarterly Progress/Expenditure Report is attached as Attachment C-1. LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work.
6. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment D and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://program.metro.net>. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect

GRANTEE'S ability to access funding, delay the Project and may ultimately result in the Funds being lapsed. LACMTA shall review and approve any changes GRANTEE makes to the FTIP prior to incorporating such changes in to the TIP.

7. The "Special Grants Conditions" is attached as Attachment E-1. GRANTEE shall comply with the Special Grants Conditions as set forth in Attachment E-1.

8. The "Sustainable Design Elements Requirements Special Grant Conditions" is attached as Attachment E-2. GRANTEE shall comply with the Special Grant Conditions as set forth in Attachment E-2.

9. An executed "Project Readiness Certification" is attached as Attachment F, which is evidence that GRANTEE can appropriately fund and staff the Project so that the Project can be completed in a timely manner.

10. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE.

11. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Julia Salinas; Mail Stop 99-22-6
Email: salinasju@metro.net

GRANTEE's Address:

City of Baldwin Park
14403 East Pacific Avenue
Baldwin Park, CA 91706
Sam Gutierrez
Email: sgutierrez@baldwinpark.com

12. On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, GRANTEE must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

PART II
GENERAL TERMS OF THE AGREEMENT

1. TERM:

1.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting Guidelines (Attachment C) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# F9620 and FA# 920000000F9620
Julia Salinas; Mail Stop 99-22-6

3. USE OF FUNDS:

3.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the

most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, GRANTEE shall not use the Funds for any expenses or activities beyond the approved Scope of Work (Attachment B).

*3.3 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE'S contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

*3.4 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form (Attachment E-1). For the ITS policy and form, also see http://www.metro.net/projects/call_projects/.

3.6 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://www.metro.net/projects/call_projects/.

3.7 GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was approved. The Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If GRANTEE desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or

other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, GRANTEE must obtain LACMTA's written consent prior to purchasing or leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, GRANTEE will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain LACMTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.12 GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

4. DISBURSEMENT OF FUNDS:

4.1 GRANTEE shall submit the Quarterly Progress/Expenditure Report (Attachment C-1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within 10 days of the due date and/or GRANTEE submits incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such

as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at http://www.metro.net/projects/call_projects/call_projects-reference-documents/.

4.4 GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 GRANTEE shall demonstrate that the GRANTEE Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

4.6 Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.7 Any Funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE'S own risk.

4.8 Commencing with the Effective Date, Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment B - Scope of Work. Funds for subsequent Project milestones will not be available until GRANTEE provides evidence that the current Project milestone has been completed, or is clearly on track to be completed on the approved schedule stated in Attachment B, as determined by LACMTA.

5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

*5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization

including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. GRANTEE'S eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment C) and 2 CFR Subtitle A, Chapter II, Part 200. The allowability of costs for GRANTEE'S contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or, 48 CFR Part 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

*5.2 GRANTEE'S records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

*5.3 GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

*5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

*5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects

grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

*5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

*5.8 GRANTEE shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 FAR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on GRANTEE'S own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 GRANTEE shall be responsible for any and all cost overruns for the Project.

7.4 At any time, if GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding.

7.5 If, at the time of final voucher, available funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another GRANTEE. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

8. **TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:**

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the Agreement; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) expending the Funds granted under this Agreement for allowable costs by June 30, 2021 (lapse date), within 36 months from July 1

of the FY 2018-19, final Fiscal Year in which funds are programmed.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the Agreement. If the Project does not meet the milestone due dates as agreed upon in the Agreement, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the Agreement (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the Agreement, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the Agreement, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the Agreement.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.

9. **DEFAULT:** A Default under this Agreement is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further

disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. COMMUNICATIONS:

*11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

*11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

*11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

*11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter

herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 In the event that there is any court (proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

*12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

*12.5 GRANTEE shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.6 GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 GRANTEE shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 GRANTEE will advise LACMTA prior to any key Project staffing changes.

12.11 GRANTEE in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A - PROJECT FUNDING

CFP#: F9620
FTIP#: LAF9620

FA# 920000000F9620
PPNO: N/A

PROJECT TITLE: First/Last Mile Connections for the Baldwin Park Transit Center

GRANTEE: City of Baldwin Park
(\$ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	PRIOR YEARS	FY 2017-18	FY 2018-19	FY 2019-20	FY 2017-21	FY 2018-22	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:								
SELECT:								
Proposition C 5%							\$ -	
Proposition C 10%							\$ -	
Proposition C 25%		\$ 15,645	\$ 640,611				\$ 656,256	79.9%
Proposition C 40%							\$ -	
							\$ -	
							\$ 656,256	79.9%
LACMTA SUBTOTAL								
GRANTEE/SPONSOR MATCH:								
Grantee Funding Commitment (specify type)								
(Write specific type of funding match)								
SELECT:								
City General Fund							\$ -	
Prop A Local Return							\$ -	
Prop C Local Return							\$ -	
STPL		\$ 3,936	\$ 161,257				\$ 165,193	20.1%
Other								
GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL							\$ 165,193	20.1%
TOTAL PROGRAMMED FUNDING	\$ -	\$ 19,581	\$ 801,868	\$ -	\$ -	\$ -	\$ 821,449	100.0%

ATTACHMENT B

SCOPE OF WORK

Project ID: F9620

Project Title:

First/Last Mile Connections for the Baldwin Park Transit Center

Project Limits:

One mile from the Baldwin Park Transit Center/ Parking Structure and the Metrolink Cruz Baca Transcentre in the City's Downtown District. (See Project Location Map)

Project Description:

This project intends to improve pedestrian infrastructure by providing safe and efficient non-motorized connections to and from public transit facilities and destinations within the Downtown Baldwin Park district.

This project is located in the City of Baldwin Park around the city's downtown, Baldwin Park Transit Center and Metrolink Station. It will fund pedestrian enhancements by adding a walkway from the Transit Center to the city's downtown. The project includes adding pedestrian lighting, wayfinding signage, trash receptacles, landscaping, benches, bike racks, sidewalk extensions, and a pedestrian crossing gate. Funds will support design, construction management and construction costs.

These pedestrian infrastructure changes will take place in and around the Baldwin Park Transit Center and Metrolink Station. Multimodal connections will be provided to key transit locations along Ramona Blvd., Pacific Ave., and the Metrolink right-of-way. The "Focus Area" concentrates on connectivity improvements with the objective of downtown multimodal support. The project area is seen as a key central point connecting destinations through both motorized and non-motorized travel and attractive, safe and efficient conditions are needed for non-motorized travelers to be able to maneuver efficiently and effortlessly.

Proposed improvements include the following:

- Safe pedestrian railroad crossings at Ramona Blvd. and Pacific Ave.
- Safe and highly visible mid-block crossing on Pacific Ave.
- Pedestrian pathways from the Transit Center/Metrolink Station/Civic Center to local destinations and non-motorized transit modes along Ramona Blvd., including street amenities.

Project Funding:

Project Item	Grant funds (LACMTA)	Local Agency	Total
Planning, Design, Engineering	\$52,018	\$13,094	\$65,112
Project Management	\$45,008	\$11,329	\$56,337
Construction	\$559,230	\$140,770	\$700,000
Total Budget Cost	\$656,256	\$165,193	\$821,449

Estimated Project Costs:

Item No.	Description	Quantity	Units	Unit Cost	Total
1.0	Railroad Ped Safety Crossings - @Ramona Blvd and Pacific Ave.				
1.1	Pedestrian Crossing Gates	4	EA	\$75,000	\$300,000
1.2	Thermoplastic Traffic Striping	1	LS	\$6,000	\$6,000
1.3	Wayfinding and Directional Signage	4	EA	\$400	\$1,600
1.4	Pedestrian-Level Lighting	4	EA	\$1,500	\$6,000
	Subtotal Railroad Pedestrian Safety Crossing Items:				\$313,600
2.0	Transit Center Pedestrian Linkage to Ramona Blvd.				
2.1	Sidewalk Installation (150 x 5 ft.)	750	SF	\$10	\$7,500
2.2	Pedestrian Striping	420	LF	\$4	\$1,680
2.3	Pedestrian-Level Lighting	4	EA	\$1,500	\$6,000
2.4	Wayfinding Signage	3	EA	\$400	\$1,200
	Subtotal Business Center Pedestrian Linkage to Ramona Boulevard Items:				\$16,380
3.0	Downtown Transit Center Pedestrian Linkage - Pacific Ave.				
3.1	Sidewalk Installation (700 x 10 ft.)	7000	EA	\$10	\$70,000
3.2	Pedestrian Striping	900	EA	\$4	\$3,600
3.3	Wayfinding Signage	6	LF	\$300	\$1,800
3.4	Pedestrian-Level Lighting	12	EA	\$1,500	\$18,000
3.5	Enhanced HAWK Midblock Crossings	1	EA	\$90,000	\$90,000
	Subtotal Downtown Transit Center Pedestrian Linkage Items:				\$183,400
4.0	Pedestrian/Bicycle - Complete Streets Elements				
4.1	Bike Racks	4	LS	\$10,000	\$40,000
4.2	Pedestrian-Level Lighting	5	LS	\$12,000	\$60,000
4.3	Trash Receptacles	8	EA	\$1,000	\$8,000
4.4	Drought tolerant landscaping	1	EA	\$12,000	\$12,000
4.5	Benches	6	LS	\$2,500	\$15,000
	Subtotal Pedestrian/Bicycle - Complete Streets Elements Items:				\$135,000
	Planning, Design and Marketing:				
5.0	Before and After Pedestrian and Bike Counts	1	LS	\$12,000	\$12,000
6.0	Preliminary Engineering and Environmental Documents (10%)	1	LS	\$64,838	\$64,838

Item No.	Description	Quantity	Units	Unit Cost	Total
7.0	Construction Engineering and Construction Management (11%)	1	LS	\$71,322	\$71,322
8.0	Program and Brochure Information	1	LS	\$9,176	\$9,175
	Subtotal Planning/Design/ Items:				\$157,335
	Contingency :	10%			\$15,734
	Total Planning, Design and Marketing Costs:				\$173,069
	• Subtotal Railroad Pedestrian Safety Crossings - @Ramona Blvd. and Pacific Ave.				\$313,600
	• Subtotal Transit Center Pedestrian Linkage to Ramona Boulevard				\$16,380
	• Subtotal Downtown Transit Center Pedestrian Linkage - Pacific Ave.				\$183,400
	• Subtotal Pedestrian/Bicycle - Complete Streets Elements				\$135,000
	Total Construction Project Cost:				\$648,380
TOTAL PROJECT COST (Estimated)					\$821,449

Milestones

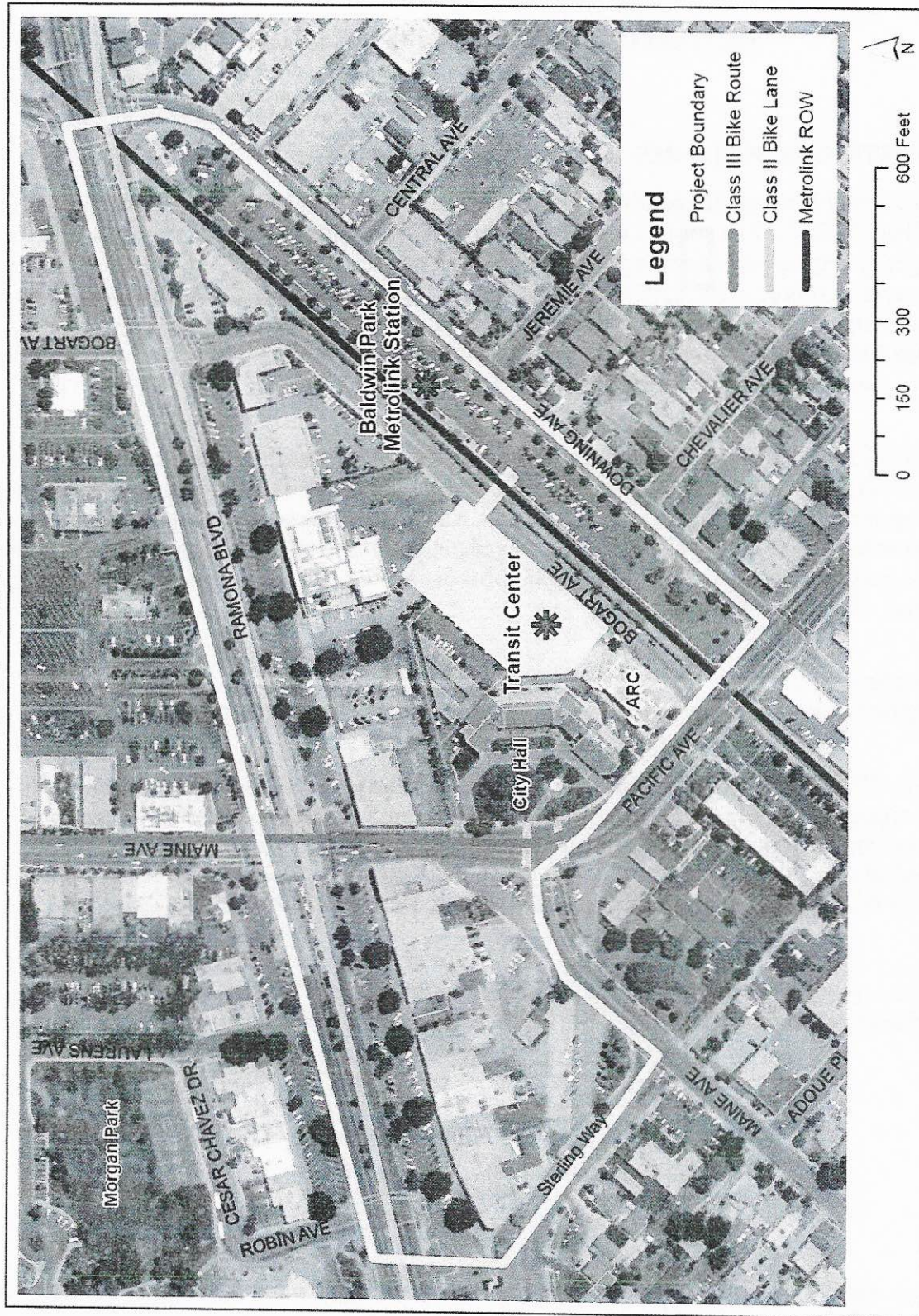
Milestones	Begin	End	Duration
• Execute FA	8/21/2017	12/30/2017	4 month
• Contractor or Construction Documents (final design, specifications, cost estimate)	1/1/2018	7/2/2018	6 month
• Advertise Bid & Award Construction	11/7/2018	12/5/2018	1 month
• Construction	12/1/2018	4/3/2019	5 months
• Report of Completion/ Project Close out	4/4/2019	6/28/2019	2 months

Schedule

Task	Begin	End	Duration
• Preliminary Design / Outreach	10/5/2017	12/8/2017	3 months
• Execute FA	8/21/2017	12/30/2017	4 months
• Final Design	1/1/2018	7/2/2018	6 months
• ROW certification (including utility notification)	1/1/2018	3/9/2018	2 months
• Construction Documents / Complete Bid Package (final design, specifications, cost estimate)	1/1/2018	7/13/2018	6 month
• Advertise Bid & Award Construction **	11/7/2018	12/5/2018	1 month
• Issue NTP	12/8/2018	12/8/2018	1 day
• Construction	12/1/2018	4/3/2019	5 months
• Report of Completion/ Project Close out	4/4/2019	6/28/2019	2 months

Project Map:

Project Location Map
Baldwin Park - Transit Center



FA ATTACHMENT C

REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment C-1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (FA Attachment B) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment B). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her/her designee.

DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”,

please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.

LACMTA FA ATTACHMENT C-1

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000F
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may not be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2014-2015 ☐ 2015-2016 ☐ 2016-2017

☐ 2017-2018 ☐ 2018-2019 ☐ 2019-2020

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec

☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization

☐ TDM ☐ Bicycle ☐ Goods Movement

☐ Transit

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ On schedule per original FA schedule ☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule ☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- ☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- ☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
TOTAL				

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107

ACH Request Forms can be found at www.metro.net/callforprojects.

Written exception requests for Check Payments should be completed and faxed to
Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____
_____ and that to the best of my knowledge and belief the information
stated in this report is true and correct.

Signature

Date

Name

Title

Los Angeles Metropolitan Transportation Authority

2017 Federal Transportation Improvement Program (\$000)

TIP ID: LAF9620		Implementing Agency: Baldwin Park, City of																																																																																																																				
Project Description: First/Last Mile Connections for the Baldwin Park Transit Center: Improve pedestrian infrastructure by providing safe and efficient non motorized connections to and from public transit facilities and destinations within the Downtown area																																																																																																																						
SCAG RTP Project #: 101008 Study: N/A Is Model: NO Model #: PM: David Lopez - (626) 960-4011 Email: dlopez@baldwinpark.com LS: N LS GROUP#: Conformity Category: EXEMPT - 93.126																																																																																																																						
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Last Revised Amendment 17-02 - APPROVED		Change reason: NEW PROJECT																																																																																																																				
Total Cost			\$822																																																																																																																			

ATTACHMENT E-1 SPECIAL GRANT CONDITIONS

The 2015 COUNTYWIDE CALL FOR PROJECTS Board Report No. 23 dated September 24, 2015 included various projects specific condition imposed by the LACMTA.

Bicycle and Pedestrian Counts – Sponsors must collect before- and after- bicycle and pedestrian counts (when applicable and as directed by the Metro Project Manager) on a mid-week day and weekend, excluding winter months. The “after” counts should not be taken until six (6) months after the completion of the project. Sponsor shall submit bicycle and pedestrian count data and upload the data to the SCAG/Metro Bike County Data Clearinghouse (<http://www.bikecounts.luskin.ucla.edu/>). The methodology for conducting counts is described in “conducting Bicycle and Pedestrian Counts”, a manual jointly produced by the Southern California Association of Governments (SCAG) and Metro. The manual is available at http://www.metro.net/projects/call_projects/.

**ATTACHMENT E-2
SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS
SPECIAL GRANT CONDITIONS**

1. Grantee shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:

a. Grantee shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Grantee shall be responsible for contacting the LACMTA Sustainability Policy Manager.

b. Grantee shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:

1. A list of the sustainable design elements which will be included in the Project.
2. A summary description of mitigation measures committed through project environmental review.
3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Grantee desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Grantee intends to use.
4. A description of how Grantee will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

The "Alternative Metrics" is defined as any alternative metrics that exceeds business-as-usual performance in the following areas: energy and water use; waste reduction; stormwater management; and reduction of urban heat island effects, as applicable to the Scope of Work. Grantee may cite performance metrics from standardized sources including but not limited to LEED, LEED-ND, Envision, and Sites Initiative.

2. Prior to initiation of the construction phase of the Project, Grantee must be found in compliance with the Plan. Grantee's compliance with the Plan can be determined in one of two ways: the LACMTA Sustainability Policy Manager shall determine and certify Grantee's compliance with the Plan or the Grantee must provide written self-certification of compliance to the LACMTA Sustainability Policy Manager with these conditions found in Section 1(b).

3. Grantee shall report on the implementation of the Plan. As part of the Project closeout, Grantee shall certify that the Plan has been completed, with approval from the LACMTA Sustainability Policy Manager.

4. LACMTA's Sustainability Policy Manager Contact Information:

Jacob Lieb
lieb@metro.net
(213) 922-4132

**FA Attachment F
PROJECT READINESS CERTIFICATION**

As part of the 2015 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE for the First/Last Mile Connections for the Baldwin Park Transit Center (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE must assure LACMTA that GRANTEE has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as Interim Director of Public Works for the City of Baldwin Park, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

Signature

Date

- 1) GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption

- 2) GRANTEE commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost
\$ 656,256	\$ 165,193	\$ 821,449

- 3) GRANTEE hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility

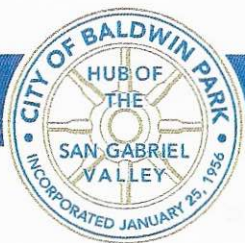
- 4) GRANTEE hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2021

- 5) GRANTEE or Project Sponsor has submitted all of the foregoing to the Governing Authority of GRANTEE or Project Sponsor for approval in the date set forth below.

Date of Governing Authority Approval

(Submit Governing Authority Clerk stamped agenda/minutes)

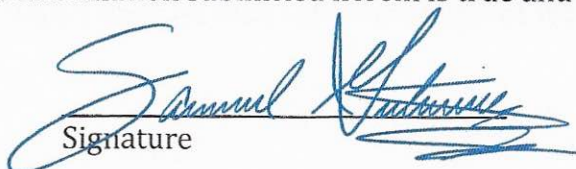


FA Attachment F PROJECT READINESS CERTIFICATION

As part of the 2015 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE for the First/Last Mile Connections for the Baldwin Park Transit Center (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE must assure LACMTA that GRANTEE has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as Interim Director of Public Works for the City of Baldwin Park, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.


Signature

2/23/2018
Date

- 1) GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption
February 21, 2018

- 2) GRANTEE commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost
\$ 656,256	\$ 165,193	\$ 821,449

- 3) GRANTEE hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility
Sam Gutierrez	Interim PW Director/ Engineering Manager	10%
David Lopez	Engineering Associate	50%
Chase Fidler	Assistant Engineer	25%
Martha Alvarez	Administrative Clerk II	15%

- 4) GRANTEE hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2021

- 5) GRANTEE or Project Sponsor has submitted all of the foregoing to the Governing Authority of GRANTEE or Project Sponsor for approval in the date set forth below.

Date of Governing Authority Approval
February 21, 2018

(Submit Governing Authority Clerk stamped agenda/minutes)

CERTIFICATION

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

I, DARYL A. BETANCUR, Interim Chief Deputy City Clerk of the City of Baldwin Park, do hereby certify that the foregoing Resolution No. 2018-227 is a true and correct copy of the original document approved by the City Council of the City of Baldwin Park, California, at the Regular City Council Meeting held on February 21st, 2018 and such original is on file in the Office of the City Clerk of the City of Baldwin Park. I further certify that I have carefully compared the same with the original.



DARYL A. BETANCUR, MPA, MMC
INTERIM CHIEF DEPUTY CITY CLERK

RESOLUTION 2018-227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ENTERING INTO AN AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR FIRST/LAST MILE CONNECTIONS FOR THE BALDWIN PARK TRANSIT CENTER – CALL FOR PROJECTS ID# F9620 AND AMENDING THE CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET TO INCORPORATE THE PROJECT

WHEREAS, Los Angeles County Metropolitan Transportation Authority (LACMTA) has committed to sustainability principles and policies and developed tools and resources for first and last mile improvements and urban greening improvements; and

WHEREAS Metro's First Last Mile Strategic Plan provides a specific first and last mile tools for cities and articulates the Pathway concept as a strategic response to the first and last mile challenge; and

WHEREAS, as part of the 2015 Call for Projects, the LACMTA Board of Directors at its meeting on September 24, 2015, authorized a grant to the City of Baldwin Park (City) in the amount of \$656,256 (Funds) for first and last mile improvements for Project F9620 – First/Last Mile Connections for the Baldwin Park Transit Center (Project); and

WHEREAS, before Funds can be made available for the Project, LACMTA and the City of Baldwin Park are required to enter into Funding Agreement No. 920000000F9620, thereby establishing terms and conditions applicable to the City when receiving Funds for the Project; and

WHEREAS, prior to execution of the Funding Agreement for the Project, the City assures LACMTA that it has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded and that the Project will be completed in a timely manner; and

WHEREAS, the City of Baldwin Park proposes to incorporate the Project into the City's adopted 5-year Capital Improvement Program (CIP) Budget.

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The Mayor is authorized to accept grant funds from LACMTA 2015 Call for Projects and to execute Funding Agreement No. 920000000F9620.

SECTION 2. The CIP budget for FY 2017-18 is amended to incorporate the First/Last Mile Connections for the Baldwin Park Transit Center Project for first and last mile improvements for safe and efficient non-motorized connections to and from the City's Transit Centers.

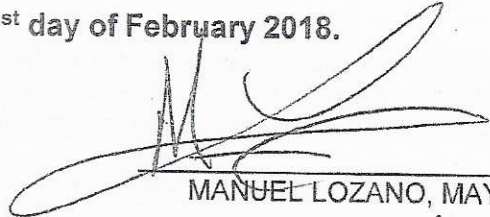
SECTION 3. The Capital Budget for fiscal year 2017-18 is amended as follows:

- a. Appropriate \$656,256 in LACMTA Call for Projects grant funding first and

- last mile improvements for safe and efficient non-motorized connections to and from the City's Transit Center.
- b. Appropriate \$165,193 from the Surface Transportation Program Fund for the required local match.

SECTION 4. The City agrees to comply with all requirements for the grant program including any extension or amendments thereof and that the funds will be appropriated as required thereby assuring LACMTA that it has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded and that the Project will be completed in a timely manner.

PASSED AND APPROVED ON this 21st day of February 2018.

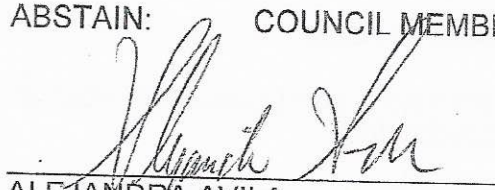

MANUEL LOZANO, MAYOR

ATTEST:

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

I, ALEJANDRA AVILA, City Clerk of the City of Baldwin Park, do hereby certify that the foregoing Resolution 2018-227 was adopted by the City Council of the City of Baldwin Park at a regular meeting held on February 21st, 2018 by the following vote:

AYES:	COUNCIL MEMBERS:	Baca, Garcia, Lozano, Pacheco, Rubio
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE


ALEJANDRA AVILA
CITY CLERK

AMENDMENT No. 1 TO FUNDING AGREEMENT
BETWEEN CITY OF BALDWIN PARK AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of January 12, 2020, by and between City of Baldwin Park ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000F9620, dated October 3, 2017, the "Existing FA"), which Existing FA provides for the First/Last Mile Connections for the Baldwin Park Transit Center (the "Project"); and

B. WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017; and

C. WHEREAS, the Measure M funding set forth herein is intended to fund Design, Plans, Specifications and Estimates (PS&E), and Construction of the Project; and

D. WHEREAS, the LACMTA Board, at its May 23, 2019 meeting, programmed \$652,975 in Measure M funds to GRANTEE for the Project, subject to the terms and conditions contained in this FA; and

E. WHEREAS, the Call for Projects Funds for the Project are currently programmed as follows:

\$15,645 in Proposition C 25% funds in FY 2017-18 and \$640,611 in FY 2018-19.

\$652,975 in Measure M funds in FY 2019-20.

The total designated funds for the Project is \$1,309,231

F. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2 of the existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“2. Grant Funds:

2.1 Programmed Funds for this Project consists of the following: Proposition C 25% funds and Measure M funds. The Proposition C 25% and the Measure M funds together are referred to as “the Funds”.

2.2. To the extent the Proposition C 25% Funds are available, LACMTA shall make to GRANTEE a one-time grant of Proposition C 25% funds in the amount of \$656,256 for the Project. LACMTA Board of Directors’ action of September 24, 2015 granted \$656,256 to GRANTEE for the Project. The Proposition C 25% funds are programmed over two years, Fiscal Years (FY) FY 2017-18 and FY 2018-19.

2.3. To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$652,975 for the Project. LACMTA Board of Directors’ action of May 23, 2019 granted the Measure M Funds for the Project. The Funds are programmed over one year for Fiscal Year (FY) 2019-20”

2. Part II, Paragraph 8.1(v) is hereby added to the Existing FA with the following: “expending the Measure M Funds granted under this Agreement for allowable costs within 36 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in the Agreement. Measure M funds programmed for FY 2019-20 are subject to **lapse by June 30, 2022.**”

3. Part II, Paragraph 8.6 is hereby added to Existing FA as follows:

“8.6 In the event that the timely use of the Measure M funds is not demonstrated as described in Part II, Section 8.1(v) of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Measure M funds are reprogrammed, this FA shall consider a written amendment.”

4. Attachment A – Project Funding, attached to the Existing FA is hereby amended by deleting it in its entirety and replacing it with Attachment A-1.

5. Attachment B – Scope of Work, attached to the Existing FA is hereby amended by deleting it in its entirety and replacing it with Attachment B-1.

6. Attachment C-1 – Quarterly Progress/Expense Report, attached to the Existing FA is hereby amended by deleting it in its entirety and replacing it with Attachment C-1A.

7. Attachment D – Federal Transportation Improvement Program (FTIP) Sheet, attached to the Existing FA is hereby amended by deleting it in its entirety and replacing it with Attachment D-1.

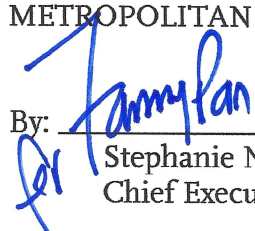
8. Part I of the Existing FA is hereby amended by adding Paragraph 13, which reads as follows: “LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the “Bonds”) to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment G** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.”

9. The Existing FA is hereby amended by adding Attachment G, attached hereto.

10. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

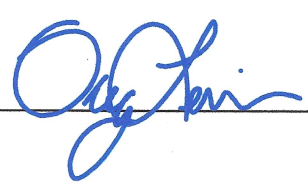
By:  _____

Stephanie N. Wiggins
Chief Executive Officer

Date: 6/17/2021

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By:  _____

Deputy

Date: 4/30/2021

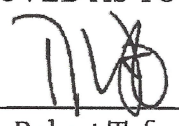
CITY OF BALDWIN PARK

By:  _____

Emmanuel J. Estrada
Mayor

Date: 5/25/2021

APPROVED AS TO FORM:

By:  _____

Robert Tafoya
City Attorney

Date: 5/25/2021

ATTACHMENT A-1 PROJECT FUNDING

FTIP# LAF9620

CFP# F9620 / MM4703.02

Amendment No. 1

FA# 920000000F9620

PROJECT TITLE: First/Last Mile Connections for the Baldwin Park Transit Center

GRANTEE/ PROJECT SPONSOR: City of Baldwin Park

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:								
SELECT:								
Proposition C 25%			\$ 15,645	\$ 640,611			\$ 656,256	40.0%
Measure M MSP					\$ 652,975		\$ 652,975	39.8%
LACMTA SUBTOTAL							\$ 1,309,231	79.8%
GRANTEE/SPONSOR MATCH:								
Grantee Funding Commitment (specify type)								
(Write specific type of funding match)								
SELECT:								
City General Fund								
Prop A Local Return								
Prop C Local Return			\$ 3,936	\$ 161,257			\$ 165,193	10.1%
Measure M Local Return					\$ 166,000		\$ 166,000	10.1%
Other								
							\$ 331,193	20.2%
TOTAL PROGRAMMED FUNDING	\$ -	\$ -	\$ 19,581	\$ 801,868	\$ 818,975	\$ -	\$ 1,640,424	100%

ATTACHMENT B-1

SCOPE OF WORK

PROJECT TITLE: First/Last Mile Connections for Baldwin Park Transit Center

PROJECT LOCATION/LIMITS:

One mile from the Baldwin Park Transit Center/ Parking Structure and the Metrolink Cruz Baca Transcenter in the City's Downtown District (See Project Location Map)

PROJECT DESCRIPTION:

This project intends to improve pedestrian infrastructure by providing safe and efficient non-motorized connections to and from public transit facilities and destinations within the Downtown Baldwin Park district.

This project is located in the City of Baldwin Park around the city's downtown, Baldwin Park Transit Center and Metrolink Station. It will fund pedestrian enhancements by adding a walkway from the Transit Center to the city's downtown. The project includes adding pedestrian lighting, wayfinding signage, trash receptacles, landscaping, benches, bike racks, sidewalk extensions, and a pedestrian crossing gate. Funds will support design, construction management, and construction costs.

These pedestrian infrastructure changes will take place in and around the Baldwin Park Transit Center and Metrolink Station. Multimodal connections will be provided to key transit locations along Ramona Blvd., Pacific Ave., and the Metrolink right-of-way. The "Focus Area" concentrates on connectivity improvements with the objective of downtown multimodal support. The project area is seen as a key central point connecting destinations through both motorized and non-motorized travel and attractive, safe and efficient conditions are needed for non-motorized travelers to be able to maneuver efficiently and effortlessly.

Proposed improvements include the following:

- Safe pedestrian railroad crossings at Ramona Blvd. and Pacific Ave.
- Safe and highly visible mid-block crossing on Pacific Ave.
- Pedestrian pathways from the Transit Center/Metrolink Station/Civic Center to local destinations and non-motorized transit modes along Ramona Blvd., including street amenities.

PROJECT FUNDING:

Category	Call for Projects PC25	Local Agency	Measure M MSP	TOTAL
Planning, Design, Engineering	\$ 52,018	\$ 13,094	\$ 0	\$ 65,112
Project Management	\$ 45,008	\$ 11,329	\$ 0	\$ 56,337
Construction	\$ 559,230	\$ 306,770	\$ 652,975	\$ 1,518,975
TOTAL	\$ 656,256	\$ 331,193	\$ 652,975	\$ 1,640,424

ESTIMATED PROJECT COSTS:

Item No.	Item Description	Quantity	Unit	Unit Cost	Total
1.0	Railroad Ped Safety Crossings - @Ramona Blvd and Pacific Ave.				
1.1	Pedestrian Crossing Gates	4	EA	\$75,000	\$300,000
1.2	Thermoplastic Traffic Striping	1	LS	\$6,000	\$6,000
1.3	Wayfinding and Directional Signage	4	EA	\$400	\$1,600
1.4	Pedestrian-Level Lighting	4	EA	\$1,500	\$6,000
	Subtotal Railroad Pedestrian Safety Crossing Items:				\$313,600
2.0	Transit Center Pedestrian Linkage to Ramona Blvd.				
2.1	Sidewalk installation (150 x 5 ft.)	750	SF	\$10	\$7,500
2.2	Pedestrian Striping	420	LF	\$4	\$1,680
2.3	Pedestrian-Level Lighting	4	EA	\$1,500	\$6,000
2.4	Wayfinding Signage	3	EA	\$400	\$1,200
	Subtotal Business Center Pedestrian Linkage to Ramona Boulevard Items:				\$16,380
3.0	Downtown Transit Center Pedestrian Linkage – Pacific Ave.				
3.1	Sidewalk Installation (700 x 10 ft.)	7000	EA	\$10	\$70,000
3.2	Pedestrian Striping	900	EA	\$4	\$3,600
3.3	Wayfinding Signage	6	LF	\$300	\$1,800
3.4	Pedestrian-Level Lighting	12	EA	\$1,500	\$18,000
3.5	Enhanced HAWK Midblock Crossings	1	EA	\$90,000	\$90,000
	Subtotal Downtown Transit Center Pedestrian Linkage Items:				\$183,400
4.0	Pedestrian/Bicycle – Complete Streets Elements				
4.1	Bike Racks	4	LS	\$10,000	\$40,000
4.2	Pedestrian-Level Lighting	5	LS	\$12,000	\$60,000
4.3	Trash Receptacles	8	EA	\$1,000	\$8,000
4.4	Drought Tolerant Landscaping	1	EA	\$12,000	\$12,000
4.5	Benches	6	LS	\$2,500	\$15,000
	Subtotal Pedestrian/Bicycle – Complete Streets Elements Items:				\$135,000

49,740+14,
000+420

7700 M

7,000 M

12,000 M

Item No.	Item Description	Quantity	Unit	Unit Cost	Total
5.0	Before and After Pedestrian and Bike Counts	1	LS	\$12,000	\$12,000
6.0	Prelim Engineering & Environmental Docs (10%)	1	LS	\$64,838	\$64,838
7.0	Construction Engineering & Management (11%)	1	LS	\$71,322	\$71,322
8.0	Program and Brochure Information	1	LS	\$9,176	\$9,176
	Subtotal Planning/Design/Items:				\$157,335
	Contingency	10%			\$15,733
	Total Planning, Design, and Marketing Costs				\$173,069
9.0	Measure M MSP Supplemental Construction				
9.1	Traffic Control	1	LS	\$78,195	\$78,195
9.2	Construction Surveying and Staking	1	LS	\$5,000	\$5,000
9.3	Color Concrete ADA Curb Ramp	27	EA	\$6,500	\$175,500
9.4	Color Decorative Stamped Crosswalks	10,850	SF	\$25	\$271,250
9.5	Traffic signing, striping, markings & curb painting	1	LS	\$70,625	\$70,625
9.6	Color Concrete Sidewalk	1,405	SF	\$17	\$23,885
9.7	Decorative Wayfinding Structure	6	EA	\$18,000	\$108,000
9.8	Architectural Paving	1,890	SF	\$34	\$64,260
9.9	Decorative Sidewalk Features	1,060	SF	\$21	\$22,260
	Subtotal Measure M MSP Supplemental Construction:				\$818,975
	• Subtotal Railroad Pedestrian Safety Crossings - @Ramona Blvd. and Pacific Ave.				\$313,600
	• Subtotal Transit Center Pedestrian Linkage to Ramona Boulevard				\$16,380
	• Subtotal Downtown Transit Center Pedestrian Linkage – Pacific Ave.				\$183,400
	• Subtotal Pedestrian/Bicycle – Complete Streets Elements				\$135,000
	• Subtotal Measure M MSP Supplemental Construction				\$818,975
	Total Construction Cost				\$1,467,355
	TOTAL PROJECT COST (ESTIMATED)				\$1,640,424

169,010 (M)
197,190

103,400
64260 M

PROJECT MILESTONES:

Milestones	Begin	End	Duration (months)
Execute FA	8/21/2017	12/30/2017	4 mos
Contractor or Construction Documents (final design, specifications, cost estimate)	7/1/2019	6/15/2020	11 mos
Advertise Bid & Award Construction	6/17/2020	9/2/2020	2 mos
Construction	3/1/2021	9/1/2021	6 mos
Report of Completion / Project Close Out	9/30/2021	12/28/2021	2 mos

PROJECT SCHEDULE:

Milestones	Begin	End	Duration (months)
Preliminary Design / Outreach	10/5/2017	12/8/2017	3 mos
Execute FA	8/21/2017	12/30/2017	4 mos
Final Design	7/1/2019	3/15/2020	10 mos
Construction Documents / Complete Bid Package (final design, specifications, cost estimate)	3/15/2020	6/15/2020	3 mos
Advertise Bid & Award Construction	6/17/2020	9/2/2020	2 mos
Issue NTP	3/1/2021	3/1/2021	1 day
Construction	3/1/2021	9/1/2021	6 mos
Report of Completion / Project Closeout	9/30/2021	12/28/2021	3 mos

PROJECT LOCATION MAP:

Project Location Map
Baldwin Park - Transit Center



LACMTA FA ATTACHMENT C-1A

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000F9620
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or by mail to Los Angeles County Metropolitan Transportation Authority

Accounts Payable, P. O. Box 512296, Los Angeles, CA 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may **not** be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Call for Projects PC25 \$	Local Match Call for Projects \$	LACMTA MSP Measure M \$	TOTAL \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget	656,256.00	331,193.00	652,975.00	1,640,424.00
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: First/Last Mile Connections for the Baldwin Park Transit Center

FA #: 920000000F9620

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2018-2019 ☐ 2019-2020 ☐ 2020-2021

☐ 2021-2022 ☐ 2022-2023 ☐ 2023-2024

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec

☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization

☐ TDM ☐ Bicycle ☐ Goods Movement

☐ Transit

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ On schedule per original FA schedule ☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule ☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- ☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- ☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
TOTAL				

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at www.metro.net/callforprojects.

Written exception requests for Check Payments should be completed and faxed to

Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____
_____ and that to the best of my knowledge and belief the information
stated in this report is true and correct.

Signature

Date

Name

Title

Los Angeles Metropolitan Transportation Authority

2021 Federal Transportation Improvement Program (\$000)

TIP ID LAF9620		Implementing Agency Baldwin Park, City of																			
Project Description: First/Last Mile Connections for the Baldwin Park Transit Center: Improve pedestrian infrastructure by providing safe and efficient non-motorized connections to and from public transit facilities and destinations within the Downtown area.										SCAG RTP Project #: 101008 Study: N/A Is Model: NO Model #: PM: Sam Gutierrez - (626) 960-4011 Email: SamGutierrez@baldwinpark.com LS: N LS GROUP#: Conformity Category: EXEMPT - 93.126											
System :Local Hwy		Route :		Postmile:		Distance:		Phase: Contract/Project Award		Completion Date 12/31/2021											
Lane # Extd:		Lane # Prop:		Imprv Desc:		Air Basin: SCAB		Envir Doc: CATEGORICALLY EXEMPT - 12/31/2016													
Toll Rate: 0.00		Toll Colc Loc:		Toll Method:		Hov acs eg loc:		Uza: Los Angeles-Long Beach-Santa Ana		Sub-Area: Sub-Region: San Gabriel Valley COG											
Program Code: NCR25 - BICYCLE & PEDESTRAIN FACILITIES-UPGRADE Stop Loc:						CTIPS ID:		EA #:		PPNO:											
		PHASE		PRIOR		20/21		21/22		22/23		23/24		24/25		25/26		BEYOND		PROG TOTAL	
CITY - City Funds		PE		\$0																\$0	
		RW		\$0																\$0	
		CON		\$331																\$331	
		SUBTOTAL		\$331																\$331	
MEASURE M MYSP (Multi Year Subregional Program)		PE		\$0																\$0	
		RW		\$0																\$0	
		CON		\$653																\$653	
		SUBTOTAL		\$653																\$653	
PC25 - Los Angeles County Proposition "C25"		PE		\$0																\$0	
		RW		\$0																\$0	
		CON		\$656																\$656	
		SUBTOTAL		\$656																\$656	
		TOTAL		\$1,640																\$1,640	
		TOTAL PE: \$0				TOTAL RW: \$0				TOTAL CON: \$1,640				TOTAL PROGRAMMED: \$1,640							
- General Comment: Project has completed design and was bid. The construction bid was significantly above estimate. Construction contract has been awarded and pending start in February 2021. This change in construction costs includes adding the additional funding by SGVCOG and City funds to cover the exceed costs. - Modeling Comment: Total costs for project has changed. The increase in costs is due to unforeseen/underestimated construction activities due traffic control and decorative features. Also due to third-party comments and during review the project was delayed/split to accommodate. - TCM Comment: No significant change made. - Amendment Comment: - CMP Comment: - Narrative:																					
Last Revised Amendment 21-03 - Submitted										Change reason: SCHEDULE DELAY					Total Project Cost					\$1,640	

ATTACHMENT G BOND REQUIREMENTS

The provisions of this Attachment G apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment G and notify LACMTA of such designations.

AMENDMENT No. 2 TO FUNDING AGREEMENT
BETWEEN CITY OF BALDWIN PARK AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to Funding Agreement (this "Amendment"), is dated as of August 17, 2021, by and between City of Baldwin Park ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000F9620, dated October 3, 2017, which was amended on January 12, 2020 (as amended, the "Existing FA"), which Existing FA provides for the First/Last Mile Connections for the Baldwin Park Transit Center(the "Project"); and

B. Whereas, LACMTA Board on July 22, 2021, desires to extend the lapsing date of the Project to February 28, 2023,

C. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1 (iv), 8.2 and 8.3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“8.1 (iv) Funds programmed for FY 2017-18, and FY 2018-19, are subject to lapse on February 28, 2023.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. Even though Grantee is within its last 20-month lapse date extension, if the Project still does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the “Recovery Plan”). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process.

8.3 Intentionally omitted”

2. Part II, Paragraph 11 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“11. COMMUNICATIONS:

11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in “Funding Recipient Communications Guidelines” available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

11.2 For purposes of this Agreement, “Communications Materials” include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and

construction site signage. A more detailed definition of “Communications Materials” is found in the Funding Recipient Communications Guidelines.

11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE’s compliance with the terms and conditions of this Section. GRANTEE’s failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.”

3. Part I, Paragraph 11 of Existing FA is hereby amended to change LACMTA’s project manager to (“Jacqueline Su”), mail stop (“99-22-6”).

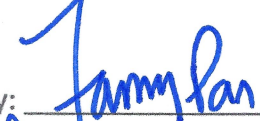
4. Attachment B-1 – Scope of Work, attached to the Existing FA is hereby amended by deleting the Project Schedule and replacing it with the following Revised Project Schedule.

FA Milestones	Amendment No. 1 Schedule in FA Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Design Bid & Award	Oct. 2017	Dec. 2017	Feb. 2020	Mar. 2020
Execute FA	Aug. 2017	Dec. 2017	Aug. 2017	Dec. 2017
Design	Jul. 2019	Mar. 2020	Mar. 2020	Jun. 2020
Construction Bid & Award	Mar. 2020	Sep. 2020	Jun. 2020	Sep. 2020
Construction	Mar. 2021	Sep. 2021	Mar. 2021	Nov. 2021
Project Close Out	Sep. 2021	Dec. 2021	Nov. 2021	Dec. 2021
Total Project Duration (Months)	51		51	

5. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: 
for Stephanie N. Wiggins
Chief Executive Officer

Date: 11/3/2021

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: 
Deputy

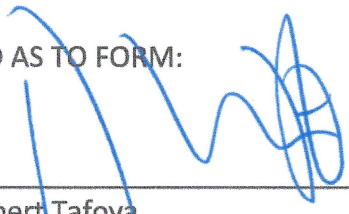
Date: 11/1/2021

CITY OF BALDWIN PARK

By: 
Emmanuel J. Estrada
Mayor

Date: 11/2/21

APPROVED AS TO FORM:

By: 
Robert Tafoya
City Attorney

Date: 11/2/21

**AMENDMENT No. 3 TO FUNDING AGREEMENT
BETWEEN CITY OF BALDWIN PARK AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 3 to Funding Agreement (this "Amendment"), is dated as of July 15, 2022, by and between City of Baldwin Park ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 9200000000F9620, dated October 3, 2017, which was amended on January 12, 2020 and August 17, 2021 (as amended, the "Existing FA"), which Existing FA provides for the First/Last Mile Connections for the Baldwin Park Transit Center (the "Project"); and

B. Whereas, the LACMTA Board on May 27, 2021 delegated administrative authority to staff to extend the funding lapsing date of the Measure M Funds previously approved to meet environmental, design, right-of-way and construction time frames; and.

C. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1 (v) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"8.1 (iv) Measure M Funds programmed for FY 2019-20 are subject to lapse on June 30, 2023.

2. Attachment B-1 – Scope of Work, attached to the Existing FA is hereby amended by deleting the Project Schedule and replacing it with the following Revised Project Schedule.

FA Milestones	Amendment No. 2 Schedule in FA Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Design Bid & Award	Feb. 2020	Mar. 2020	Feb. 2020	Mar. 2020
Execute FA	Aug. 2017	Dec. 2017		
Design	Mar. 2020	Jun. 2020	Jul. 2022	Nov. 2022
Construction Bid & Award	Jun. 2020	Sep. 2020	Nov. 2022	Dec. 2022
Construction	Mar. 2021	Nov. 2021	Jan. 2023	Apr. 2023
Project Close Out	Nov. 2021	Dec. 2021	Apr. 2023	Jun. 2023
Total Project Duration (Months)	51 months		40 months	

3. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie N. Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____
Deputy

Date: 9/22/2022

CITY OF BALDWIN PARK

By: _____
Emmanuel J. Estrada
Mayor

Date: 10/4/22

APPROVED AS TO FORM:

By: _____
Robert Tafoya
City Attorney

Date: 9/27/22

AMENDMENT No. 4 TO FUNDING AGREEMENT
BETWEEN CITY OF BALDWIN PARK AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 4 to Funding Agreement (this "Amendment"), is dated as of July 1, 2023, by and between City of Baldwin Park ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 9200000000F9620, dated October 3, 2017, which was amended on January 12, 2020, August 17, 2021, and July 15, 2022 (as amended, the "Existing FA"), which Existing FA provides for the First/Last Mile Connections for the Baldwin Park Transit Center (the "Project"); and

B. WHEREAS, LACMTA Board on May 27, 2021 delegated administrative authority to staff to extend the funding lapsing date of the Measure M Funds previously approved to meet environmental, design, right-of-way and construction time frames; and

C. WHEREAS, the GRANTEE and LACMTA desire to extend the lapse date of FY 2019-20 funds to June 30, 2024; and

D. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1 (v) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“8.1 (v) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Measure M funds programmed for FY 2019-20 are subject to lapse on June 30, 2024.”

2. Attachment B-1 – Scope of Work, attached to the Existing FA is hereby amended by deleting the Project Schedule and replacing it with the following Revised Project Schedule.

FA Milestones	Amendment No. 3 Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Design Bid & Award	Feb. 2020	Mar. 2020	Feb. 2020	Mar. 2020
Execute FA				
Design	Jul. 2022	Nov. 2022	Jul. 2022	Nov. 2022
Construction Bid & Award	Nov. 2022	Dec. 2022	Oct. 2023	Nov. 2023
Construction	Jan. 2023	Apr. 2023	Jan. 2024	Apr. 2024
Project Close Out	Apr. 2023	Jun. 2023	Apr. 2024	Jun. 2024
Total Project Duration (Months)	40 months		52 months	

3. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie N. Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____

Deputy

Date: 8/3/2023

City of Baldwin Park

By: _____
Emmanuel J. Estrada
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Marco Martinez
City Attorney

Date: _____

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Robert Lopez, Chief of Police
PREPARED BY: Joshua Hendricks, Captain
DATE: September 6, 2023
SUBJECT: Adoption of Resolution No. 2023-029 Entitled "A Resolution of the City Council of the City of Baldwin Park, California, Adopting a Policy for Retention/Destruction of Obsolete Records of the Baldwin Park Police Department."

SUMMARY

This report seeks City Council approval in adopting Resolution No. 2023-029 for the proposed Retention Schedule for the City's Police Department records by PRI Management.

RECOMMENDATION

It is recommended that the City Council adopt Resolution 2023-029 entitled "A Resolution of the City Council of the City of Baldwin Park, California, Adopting a Policy for Retention/Destruction of Obsolete Records of the Baldwin Park Police Department."

FISCAL IMPACT

There will be no fiscal impact to the general fund. This proposed retention schedule was completed as part of a services agreement previously approved by the City Council on June 15, 2022, for the Police Department's record purging project. Funding for that project was paid from the Law Enforcement Development Impact Fees account, #208-30-340-51101-00000.

BACKGROUND

On June 15, 2022, the City Council approved a service agreement contract with PRI Management to assist the police department records bureau in purging records. The contract stated that PRI would identify all records to be purged, complete all work needed with the courts and Department of Justice, and physically purge all appropriate records. Records that remain within the Retention Schedule will be organized, categorized, and stored in a manner that makes them readily accessible and manageable in the future.

All purging is to be conducted in compliance with the City of Baldwin Park Records Retention Schedule. PRI developed a newly updated and comprehensive records retention schedule in collaboration with staff and in accordance with state requirements. The schedule establishes clear requirements for retaining police records, including:

- Criminal records
- Traffic records
- Administrative records

Since 2008, PRI has been exclusively helping law enforcement agencies achieve compliance, accuracy, and cost-effective management of records, data, and systems. One of their core offerings is the development of proper and efficient records retention policies and procedures for police departments.

ALTERNATIVES

The council may choose to provide Staff with other direction.

LEGAL REVIEW

The proposed retention schedule has been reviewed and approved by the City Attorney as to legal form and content.

ATTACHMENTS

1. Resolution No. 2023-029
2. Exhibit 'A' Baldwin Park Proposed Retention Schedule, by PRI Management
3. 2019 BPPD Records Retention Schedule (Currently in Use).

RESOLUTION NO. 2023-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, ADOPTING A POLICY FOR RETENTION/DESTRUCTION OF OBSOLETE RECORDS OF THE BALDWIN PARK POLICE DEPARTMENT

WHEREAS, Section 34090 of the California Government Code provides that, with the approval of the City Council and the written consent of the City Attorney, the head of a city department may destroy any record, document, instrument, book or paper under his/her charge without making a copy thereof, after the same is no longer required, provided that certain records are exempt from such destruction; and

WHEREAS, on September 4, 2019, the City Council established a records retention policy and schedule to use as a guideline for the retention and destruction of City records and

WHEREAS, the Baldwin Park Police Department desires to make certain revisions to the records retention schedule for records and documents in its charge and

WHEREAS, to this end, the City Attorney and Staff of the Baldwin Park Police Department have prepared the "Baldwin Park Police Department Records Retention Schedule" (the "Schedule"), attached hereto as Exhibit "A" and incorporated herein by reference, for consideration and adoption by the City Council; and

WHEREAS, the City Attorney has reviewed and approved the Schedule, as evidenced by his signature on this Resolution, in accordance with the provisions of Section 34090 of the California Government Code and

WHEREAS, the City Attorney and City Council hereby acknowledge that the City Attorney's signature on this Resolution constitutes written consent under California Government Code section 34090 for the destruction of obsolete and unnecessary records and documents in the charge of the Baldwin Park Police Department in accordance with the Schedule and with the City's general records retention and destruction policy adopted under Resolution No. 2019-043.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Baldwin Park does hereby find and declare as follows:

SECTION 1. Approval of Retention Schedule. The City Council hereby approves the "Baldwin Park Police Department Records Retention Schedule," attached hereto as Exhibit "A" and incorporated herein as a part of this Resolution.

SECTION 2. Ongoing Authority. The Chief Executive Officer/City Manager shall have ongoing authority, without further approval by the City Council and with the consent of the City Attorney provided herein, to authorize destruction of records in accordance with the "Baldwin Park Police Department Records Retention Schedule" and the City's general records retention and destruction policy adopted under this Resolution.

SECTION 3. Certification. The City Clerk shall certify to the passage and adoption of

this Resolution and enter it into the book of original resolutions.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 6th day of August, 2023.

Emmanuel J. Estrada
Mayor

APPROVED:

Marco A. Martinez
City Attorney

ATTEST:
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK

I, Christopher Saenz, City Clerk of the City of Baldwin Park, do hereby certify that the foregoing **Resolution No. 2023-029** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting of the City Council held on **September 6, 2023**, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Saenz
City Clerk

EXHIBIT "A"

"BALDWIN PARK POLICE DEPARTMENT RECORDS RETENTION SCHEDULE"

[SEE ATTACHED SCHEDULE]

Record Series	City Reference Number	Active	Inactive	Retention	Basis	Notes
Abandoned vehicles		2 Years	N/A	2 years	GC §34090	
Administrative Files (internal documents, memoranda, correspondence, meeting minutes, daily watch reports)		2 years	N/A	2 years	GC §34090	
Administrative reviews - pursuits/crashes		Active until disposition	2 years	Disposition + 2 years	GC §34090	Resulting in discipline: disposition +5 years.
Alcohol beverage license applications	PD-001	2 Years	N/A	2 years	GC §34090	
ALPR/AVL data		60 days	N/A	60 days	CIV § 1798.90.51	Records should be purged unless the data has become, or it is reasonable to believe that it will become, evidence in a criminal or civil action or is subject to a lawful action to produce records. If data is part of a criminal case, it is booked as evidence either as a disc or flashdrive. If it is saved on a flashdrive, it gets transferred to on-premise server. Flashdrive is returned to assigned investigator.
Arrest files		Active until disposition	N/A	Based on type of crime. Refer to Case Files records series.	PC §799, 804	Refer to Case Files records series. Retention based on type of crime.
Asset seizure - financial records		Active until disposition	2 years	Disposition + 2 years	GC §34090	
Auction records	PD-002	2 years	NA	2 Years	GC §34090; Baldwin Park Directive	
Audio recordings - telephone/radio	PD-021	1 year	N/A	1 year unless part of a Case File. Refer to Case File records series.	GC §34090.6	The head of a department of a city or city and county after 100 days may destroy recordings of telephone and radio communications maintained by the department. In the event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved. For purposes of this section, "department" includes a public safety communications center operated by a city or city and county. If recording is part of a Case File, refer to Case File Record Series.
Audits - CJIS		2 years	N/A	2 years	GC §34090	
Background files - hired	PD-015	Active during employment	5 years	Termination/Separation + 5 years	GC §34090, 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq; 2 CCR 11013(c); GC §§12946, 12960, 34090	Retained for administrative value.
Background files - non-hired	PD-016	5 years	N/A	5 years	GC §12946	EEOC / FLSA / ADEA (Age) requires 3 years; State Law requires 2 – 3 years,, 8 CCR §11040.7(c); GC §12946, 34090.
Bail Receipts	PD-025	2 years	N/A	2 years	GC §34090; Baldwin Park Directive	
Body worn camera - access logs		Permanent	N/A	Permanent	PC§148.6, §832.18, §13010.5, §13012, and §13012.5	Records or logs of access and deletion of data from body-worn cameras should be retained permanently.
Body worn camera - evidentiary		Active until disposition	N/A	Refer to Case File Records Series	PC§148.6, §832.18, §13010.5, §13012, and §13012.5	If evidence that may be relevant to a criminal prosecution is obtained from a recording made by a body-worn camera, the law enforcement agency should retain the recording for any time relevant to a criminal prosecution. Refer to Case File Records Series.
Body Worn Camera - non-evidentiary		60 days	N/A	60 days	PC §832.18	
Body worn camera - Officer Involved Shooting Fatal		Permanent	N/A	Permanent	PC §801.S, §803(c)	
Body worn camera - Officer Involved Shooting Non-fatal		Active until disposition	10 years	Disposition + 10 years	PC §801.S, §803(c)	
Booking Log	PD-003	2 years	N/A	2 years	GC §34090; Baldwin Park Directive	
Budget information		2 Years	N/A	2 Years	GC §34090	
Business Operators Licenses (massage, taxi, etc)	PD-004	Until Termination/Change of Ownership	N/A	Termination/Change + 2 years	GC §34090; Baldwin Park Directive	
CAD Incident/Call for Service		2 years	N/A	2 years	GC §34090	
Case files - felony (arson, murder, embezzlement of public monies; kidnap, treason, kidnapping for ransom, falsification of public records, child abuse substantiated, latent prints)	PD-028	Permanent	N/A	Permanent	PC §799, PC §11169	Case files includes but is not limited to: incident reports, arrest reports, supplemental reports, statements, booking forms, property forms, and related records.

Record Series	City Reference Number	Active	Inactive	Retention	Basis	Notes
Case files - felony (NOT capital crimes or crimes punishable by death/life imprisonment, latent prints)	PD-027	Active until disposition	10 years	Disposition + 10 years	PC §804; PC §803.7 (a), PC §368(b)(1), (2), (3), W&I §15630, PC §288(a), (b)(2), (c)(2)	Case files includes but is not limited to: incident reports, arrest reports, supplemental reports, statements, booking forms, property forms, and related records.
Case files - general (assault, financial crimes, drug files (see marijuana record series herein), robberies, MV theft, misdemeanor, services reports, latent prints)	PD-030	Active until disposition	5 years	Disposition + 5 years	PC §804; PC §803.7 (a), PC §368(b)(1), (2), (3), W&I §15630, PC §288(a), (b)(2), (c)(2)	Case files includes but is not limited to: incident reports, arrest reports, supplemental reports, statements, booking forms, property forms, and related records. For lost/found property, if artifact over \$10,000, retention is permanent – Statute of Limitations is up to 3 years (recovery from seized property by police is 1 year); CP §338(c), 340(4), 341(a); GC §34090
Case Files - Vacatur Relief Granted by Court - Victim of Human Trafficking (Nonviolent Crimes)	PD-032.2	Court Order + 1 year	N/A	Court Order + 1 year	GC §34090; PC §§236.14(k); 236.15(k)	
Chief's Subject Files	PD-005	2 years	N/A	2 years	GC §34090; Baldwin Park Directive	
Child abuse - unsubstantiated		10 years	N/A	10 years	PC §11169(c) and §11170(a)(3)	10-year purge for child abuse reports with an investigative finding of "inconclusive." Reports with an investigative finding of "substantiated" are not purged unless the investigating agency modifies it's investigative findings to "inconclusive" or "unfounded," or the record is sealed pursuant to sections 389 or 781 of the Welfare and Institutions Code (Juvenile) or 851.8 PC (factually innocent).
Clearance letters - no history		2 years	N/A	2 years	GC §34090, PC §11105.3	
Complaints against officers (internal and external) - Non-sustained	PD-011	Active until disposition	5 years	Disposition + 5 years	EVC §1045, GC §§12946, 12960, 34090, PC §§801.5, 803(c), 832.5, VC §2547	Under Penal Code 832.5, un-sustained must be kept 5 years, even if they leave employment. Records from frivolous, unfounded, or exonerated cases shall be maintained separately from the employee's personnel file- PC 832.05. Maintained in Professional Standards. State requires at least 5 years for civilian Citizen's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct after the discovery of the offense for misconduct in office.
Complaints against officers (internal and external) - Sustained	PD-011.1	Active until disposition	5 years	Disposition + 5 years	EVC §1045, GC §§12946, 12960, 34090, PC §§801.5, 803(c), 832.5, VC §2547	Under Penal Code 832.5, sustained must be kept 15 years, even if they leave employment. Records from frivolous, unfounded, or exonerated cases shall be maintained separately from the employee's personnel file- PC 832.05 Maintained in Professional Standards. State requires at least 5 years for civilian Citizen's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct after the discovery of the offense for misconduct in office.
Court Records - DA rejection slips, Docket lists, Affidavits		Refer to Case File Series	N/A	Refer to Case File Records Series	GC §34090	Kept in case files.
Crime Analysis reports		2 years	N/A	2 years	GC §34090	
Departmental Manuals		Until Superseded	2 years	Superseded + 2 years	GC §34090	
Detention Certificates		Refer to Case File Series	N/A	Refer to Case File Records Series	GC §34090	Filed in case file.
DMV - Suspended, Revoked Notices		3 years	N/A	3 years	GC §34090 & City retention item 018.	
DMV Full Records	PD-007	When superseded or upon retention	N/A	When superseded or upon retention	GC §34090; Baldwin Park Directive	Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records;
Drug/Narcotic Registrant	PD-034	5 years	N/A	5 Years	GC §34090, H&S §11590 et seq., H&S §11594(a)	
Emails		2 years	N/A	2 years	GC §34090	Managed by email system retention feature.
Emergency Plans	PD-008	Superseded + 2 years	N/A	Superseded + 2 years	GC §34090; Baldwin Park Directive.	
Employee CLETS Training Records		Active during employment	1 Year	Separation + 1 year	CLETS	CLETS

Record Series	City Reference Number	Active	Inactive	Retention	Basis	Notes
Employee disciplinary action		Active during employment	5 Years	Termination/Separation + 5 years	GC §34090, §12946, 29 USC 1113, 29 CFR 1602.31, 1627.J(b)(1) and CCR 3204(d)(1)	
Employee inventory and equipment lists		Active during employment	5 Years	Termination/Separation + 5 years	GC §34090, §12946, 29 USC 1113, 29 CFR 1602.31, 1627.J(b)(1) and CCR 3204(d)(1)	
Employee Payroll reports		Until Audited	5 Years	Audit + 5 years		
Employee Personnel Files	PD-018	Active during employment	10 Years	Termination/Separation + 10 years	GC §34090, §12946, 29 USC 1113, 29 CFR 1602.31, 1627.J(b)(1) and CCR 3204(d)(1)	
Employee training records	PD-017	Active during employment	10 Years	Termination/Separation + 10 years	29 CFR 1672.3(b)(1), 8 CCR 3204(d)(1), GC §12946, GC §34090	
Equipment calibration records		Life of equipment	2 Years	Life of equipment + 2 years	GC §34090	
Evidence/Property destruction logs		Permanent	N/A	Permanent	GC §34090	
Field Interview Cards	PD-036	Current year	N/A	Current year + 2 years	GC §34090	
Firearm sales	PD-009	2 Years	N/A	2 years	GC §34090	
Firearms - Lost/stolen		Until located	N/A	Permanent (unless located)	CLETS/DOJ	Retain until firearm is located; Active in CLETS until recovered.
General Orders/Directives	PD-014	Superseded + 2 years	N/A	Superseded + 2 years	GC §34090	
Informant Files	PD-048	While informant is utilized	N/A	Current + 2 years	GC §34090	
Intelligence files	PD-049	5 Years	N/A	5 years	28 CFR 23.20(h)	Information retained in the system must be reviewed and validated for continuing compliance with system submission criteria before the expiration of its retention period, which in no event shall be longer than five (5) years.
Interior video surveillance	PD-022	3 days continuous recording, 30 days motion recordings.	N/A	3 days continuous recording, 30 days motion recordings.	GC §34090	The head of a department of a city or city and county, after one year, may destroy recordings of routine video monitoring. In the event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved. For purposes of this section, video recording media, including recordings of "routine video monitoring" pursuant to Section 34090.6, shall be considered duplicate records if the city keeps another record, such as written minutes or an audio recording, of the event that is recorded in the video medium.
Leave/OT requests		2 Years	N/A	2 years	GC §34090	
LIDAR enforcement logs		2 Years	N/A	2 years	GC §34090	
Livescan - applications	PD-012	2 Years	N/A	2 years	GC §34090; Baldwin Park Directive	
Marijuana cases	PD-026	2 Years	N/A	2 years	H&S §11361.5, 11357, 11360	
Marijuana cases - Juvenile	PD-030	Until offender is 18	N/A	Until offender is 18	H&S §11361.5 et seq., 11357(d)	
MDC Chat Messages		90 days	N/A	90 days	GC §34090	
Mental Health Commitment (Reports of 5150)		Active until disposition	2 years	Disposition + 2 years	WI §5152.2	
Missing person - Not located	PD-031	Permanent	N/A	Permanent	GC §34090	
Missing persons - Person returned		Active until disposition	2 Years	Disposition + 2 years	GC §34090	
Municipal Code Violations		Active until disposition	5 years	Disposition + 5 years	GC §34090	
Neighborhood Watch	PD-013	2 years	N/A	2 years	GC §34090; Baldwin Park Directive	
NIBRS/UCR Reports	PD-006	N/A	N/A	N/A	GC §34090	File online with State of California
Officer involved shooting		Active until disposition	10 years	Disposition + 10 years	PC §801.5, §803(c)	If a person dies as a result, retention is permanent.
Parking citations		2 Years	N/A	2 years	GC §34090	
Pawnbroker receipts (dealer, second-hand)	PD-040	Until Expiration	2 Years	Expiration + 2 years	GC §34090; Roseville 10.67.020	See also California Business and Professions Code Section 21628.

Record Series	City Reference Number	Active	Inactive	Retention	Basis	Notes
Press releases		Active until disposition	2 Years	Current + 2 years	GC §34090	
Property Audits		5 years	N/A	5 Years	GC §34090	
Public Records Request		Current year	N/A	Current year + 2 years	GC §34090	
Registration - Arson Adult	PD-023	Permanent	N/A	Permanent	PC §457.1	Life of registrant. Pursuant to PC §457.1 et seq., required to register for life; if released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Registration - Arson Juvenile	PD-024	Permanent	N/A	Permanent	W&I §781	Life of registrant. Department preference; Pursuant to PC §457.1 et seq., required to register for life; if released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Registration - Gang		Active until conviction	5 Years	Conviction + 5 years	HS §11590, §11594	
Registration - Sexual Adult	PD-042	Permanent	N/A	Permanent	PC §290	Life of registrant. Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses.
Registration - Sexual Juvenile	PD-043	Permanent	N/A	Permanent	W&I §781	Pursuant to PC §290 et seq., if released, records are destroyed after age 25 or sealing pursuant to W&I §781. Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses.
Repossession notices		2 Years	N/A	2 years	GC §34090	
Restraining Orders	PD-039	Refer to Case File Series	N/A	Refer to case File Records Series	PC 646.9; PC 273.6; 273.5	
Ride-along/Sit-along waiver forms		2 Years	N/A	2 years	GC §34090	
RIPA Data	PD-043.1	3 years	N/A	3 years	11 CCR 999.228; 11 CCR 999.229; GC §34090	
Seals Adult/Determination of Factual Innocence		Until Sealing Date	3 years	3 years from date records were sealed	CP §340.1; GC §34090; WIC §781(d); WIC §826(a)&(b); WIC §781(a.)	Upon determination by PD or judicial determination of factual innocence records sealed from date of arrest and shall destroy the records and the notice of sealing.
Seals Juvenile	PD-033	Until Sealing Date	5 years	5 years from date records were sealed	CP §340.1; GC §34090; WIC §781(d); WIC §826(a)&(b); WIC §781(a.)	Upon determination by PD or judicial determination of factual innocence records sealed from date of arrest and shall destroy the records and the notice of sealing.
Stolen Vehicle Reports		Active Until Recovered	N/A	Until Recovered (Minimum 3 years)	CLETS Policy	
Stored/Impounded Vehicle Reports/Private Property Tows (not associated with arrests)		Active until disposition	2 years	Disposition + 2 years	GC §34090	
Subpoenas (Duces Tecum & Officer Appearance)		2 years	N/A	2 years	GC §34090	
Suicides, suicide attempts and unattended death reports (where no suspicious circumstances were revealed during the investigation)		Active until disposition	5 years	Disposition + 5 years	GC §34090	
Text messages related to official business		N/A	N/A	Not retained		Recommend establishing a 2-year retention for business-related messages.
Traffic Accident Report involving felony arrest or fatalities	PD-045	Permanent	N/A	Permanent	PC §799; GC 34090	
Traffic Accident Reports (Non fatal)	PD-044	Active until disposition	3 years	Disposition + 3 years	Actions against drivers must be brought in 3 years; GC §34090, VC §2547	
Traffic Accident Review Board - Non-preventable		Active	2 years	Active + 2 years		
Traffic Accident Review Board - Preventable		Active	2 years	Active + 2 years		
Traffic Accident Review Board - Preventable with discipline		Active	5 years	Active + 5 years		
Traffic citations		Active until disposition	5 years	Disposition + 5 years	GC §34090	
Training information bulletins		2 Years	N/A	2 years	GC §34090	
Training lesson plans		30 Years	N/A	30 years	29 CFR 1627.3(b)(1), CA OSHA	Claims can be filed up to 30 years for toxic substance exposure.
Vacation Check Forms		2 Years	N/A	2 years	GC §34090	

Record Series	City Reference Number	Active	Inactive	Retention	Basis	Notes
Validation List, DOJ, NCIC/CLETS Validation		2 Years	N/A	2 years	GC §34090	
Vicious Dog Finding		2 Years	N/A	2 years	GC §34090	
Warnings for extraordinary law enforcement services		2 Years	N/A	2 years	GC §34090	
Work schedules/Calendars	PD-020	2 Years	N/A	2 years	GC §34090	29 CFR 516.6(1), 29 CFR 1602.14; GC §34090

RESOLUTION NO. 2019-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING UPDATED RECORDS RETENTION SCHEDULES, AUTHORIZING DESTRUCTION OF CERTAIN CITY RECORDS AND RESCINDING RESOLUTION 2014-035

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Baldwin Park; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any city record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the State of California has adopted guidelines for retention period for various government records; and

WHEREAS, the City of Baldwin Park previously passed Resolution 2014-035, adoption records retention schedules for the city.

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

Section 1. The records of the City of Baldwin Park, as set forth in the records retention schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed, as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule, upon the request of the department head and with the consent in writing of the City Clerk, without further action by the City Council of the City of Baldwin Park.

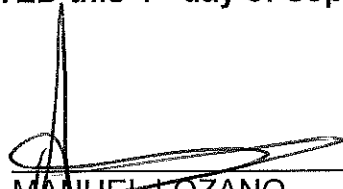
Section 2 With the consent of the city clerk, city manager, and city attorney, updates are hereby authorized to be made to the records retention schedule without further action by the City Council of the City of Baldwin Park.

Section 3. The term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the State of California Public Records Act.

Section 4. Resolution 2014-035 is hereby rescinded.

Section 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 4th day of September, 2019.

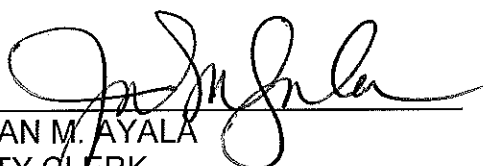


MANUEL LOZANO
MAYOR

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

I, JEAN M. AYALA, City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2019-043** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **September 4, 2019** and that the same was adopted by the following vote to wit:

AYES:	COUNCIL MEMBERS:	Avila, Garcia, Hernandez, Lozano, Pacheco
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None



JEAN M. AYALA
CITY CLERK

Exhibit "A"

City of Baldwin Park's

Retention Schedule

RECORDS RETENTION SCHEDULE: POLICE

Office of Record	Classification OR File Number	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	(Citations to the law are for reference only and not to be deemed binding on the City)
If the record is not listed here, refer to the Retention for City-Wide Standards										
Litigation, claims, complaints and/or federal investigations suspend normal retention periods (retention begins after settlement).										
Litigation, claims, complaints, audits, pending public records requests, and/or federal investigations suspend normal retention periods (retention resumes after settlement).										
ADMINISTRATION										
	PD-001	Alcohol Beverage License Applications	When No Longer Required		When No Longer Required		Ppr			Non-records; GC §34090
Police	PD-002	Auction Records	2 years		2 years		Mag, Ppr			GC §34090
Police Finanee	PD-003	Notice of Booking / Booking Log (Used to charge the School District and Irwindale)	2 years When No Longer Required		2 years When No Longer Required		Mag, Ppr			GC §34090.7
Police	PD-004	Business Operators (massage, taxi, etc.)	Termination / Change of Ownership + 2 years		Termination / Change of Ownership + 2 years		Mag, Ppr			GC §34090
Police	PD-005	Chief's Subject Files	Minimum 2 years, or until no longer needed		Minimum 2 years, or until no longer needed		Mag, Ppr			Department Preference; GC §34090 et seq.
Police	PD-006	Crime Statistics / Uniform Crime Reports - Summaries	When No Longer Required 10 years		When No Longer Required 10 years		Mag, Ppr			Filed with the State of California On Line; Department preference; GC §34090
Police	PD-007	DMV Pull Notices	When Superseded or Upon Separation 2 years		When Superseded or Upon Separation 2 years		Mag, Ppr			Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090

RECORDS RETENTION SCHEDULE: POLICE

Office of Record	Classification OR File Number	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	(Citations to the law are for reference only and not to be deemed binding on the City)
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Litigation, claims, complaints and/or federal investigations suspend normal retention periods (retention begins after settlement).</i>										
<i>Litigation, claims, complaints, audits, pending public records requests, and/or federal investigations suspend normal retention periods (retention resumes after settlement).</i>										
Police	PD-008	Emergency Plans	Superseded + 2 years		Superseded + 2 years		Mag, Ppr			Department Preference; GC §34090
Police	PD-009	Guns: Dealers Record of Sale	2 years		2 years		Mag, Ppr			GC §34090
Police	PD-012	LiveScan Requests (<u>Members of the Public</u>)	When No Longer Required		When No Longer Required		Ppr			Transitory records not retained in the ordinary course of business; § 34090 et seq.
Police	PD-013	Neighborhood Watch	2 years		2 years		Mag, Ppr			GC § 34090 et seq.
Police	PD-014	Operation Directives / General Orders (Department Policies and Procedures)	Minimum 2 years		Minimum 2 years		Mag, Ppr			Department Preference; GC § 34090 et seq.
Police	PD-019	Reports and Studies regarding Police operations (not historical - manpower, etc.)	Minimum 2 years		Minimum 2 years		Mag, Ppr			Department Preference; GC § 34090 et seq.
Police / Admin.		<u>Report of data regarding the number, type, or disposition of complaints made against its officers (optional)</u>	2 years		2 years		Mag, Ppr			GC §34090 et seq.
Police	PD-020	Work Assignments (Schedules)	Minimum 3-5 years		Minimum 3-5 years	Yes: Current Schedule only	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD -1-year	Department Preference; GC § 34090.7

RECORDS RETENTION SCHEDULE: POLICE

Office of Record	Classification OR File Number	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	(Citations to the law are for reference only and not to be deemed binding on the City)
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Litigation, claims, complaints and/or federal investigations suspend normal retention periods (retention begins after settlement).</i>										
<i>Litigation, claims, complaints, audits, pending public records requests, and/or federal investigations suspend normal retention periods (retention resumes after settlement).</i>										
COMMUNICATIONS										
Police	PD-021	Audio Recordings or Tapes - (CAD/RMS) Recordings of Telephone & Radio Communications Dispatch Tapes (CAD)	1 year		1 years		Mag			Department Preference; Statewide guidelines propose 180 days (legally mandated for 100 days); (may be discoverable or made public in some circumstances), GC §§34090, 34090.6
Police	PD-022	Video Recordings or Tapes	1 year		1 years		Mag			GC §34090.6
INVESTIGATION										
Police / Investigat.	PD-047	Detectives Investigation Files and Arrest Files (Official Reports)	Transferred into Record's Files		Transferred into Record's Files		Ppr, Mag			Transfer all Official Reports to Records to be placed in the Day Files.
Police / Investigat.	PD-048	Informant Files	When No Longer Required - Minimum 2 years		When No Longer Required - Minimum 2 years	-	Ppr, Mag			Department Preference; Does not contain criminal intelligence information concerning individuals; GC §34090

RECORDS RETENTION SCHEDULE: POLICE

Office of Record	Classification OR	Records Description	Retention / Disposition							Comments / Reference
(OFR)	File Number		Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	(Citations to the law are for reference only and not to be deemed binding on the City)
If the record is not listed here, refer to the Retention for City-Wide Standards										
Litigation, claims, complaints and/or federal investigations suspend normal retention periods (retention begins after settlement).										
Litigation, claims, complaints, audits, pending public records requests, and/or federal investigations suspend normal retention periods (retention resumes after settlement).										
<u>Police / Investigat.</u>	<u>PD-049</u>	<u>Intelligence Files (Vice, Terrorist, etc.)</u>	<u>5 years</u>		<u>5 years</u>		<u>Mag, Ppr</u>			<u>Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090</u>
PROFESSIONAL STANDARDS UNIT										
<u>Police / PSU</u>	<u>PD-007</u>	<u>DMV Pull Notices</u>	<u>When Superseded or Upon Separation 2-years</u>		<u>When Superseded or Upon Separation 2-years</u>		<u>Mag, Ppr</u>			<u>Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090</u>

RECORDS RETENTION SCHEDULE: POLICE

Office of Record	Classification OR	Records Description	Retention / Disposition							Comments / Reference
(OFR)	File Number		Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	(Citations to the law are for reference only and not to be deemed binding on the City)
If the record is not listed here, refer to the Retention for City-Wide Standards										
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Litigation, claims, complaints, audits, pending public records requests, and/or federal investigations suspend normal retention periods (retention resumes after settlement).										
Police / PSU	PD-010	Internal Affairs Investigations - Internal Complaints	Final Disposition + 5 6 years		Final Disposition + 5 6 years		Mag, Ppr			State requires for at least 5 years for <u>civilian</u> Citizen's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct <u>after the discovery of the offense for misconduct in office</u> ; - IA and Statewide guidelines recommend 25 years for officer involved shootings; EVC §1045, GC §§12946, 34090, PC §§801.5, 803(c), 832.5, VC §2547
Police / PSU	PD-011	Internal Affairs Investigations - <u>Civilian</u> Citizen's Complaints	Final Disposition + 5 6 years		Final Disposition + 5 6 years		Mag, Ppr			State requires for at least 5 years for <u>civilian</u> Citizen's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct <u>after the discovery of the offense for misconduct in office</u> ; - IA and Statewide guidelines recommend 25 years for officer involved shootings; EVC §1045, GC §§12946, 34090, PC §§801.5, 803(c), 832.5, VC §2547

RECORDS RETENTION SCHEDULE: POLICE

Office of Record	Classification OR File Number	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	(Citations to the law are for reference only and not to be deemed binding on the City)
If the record is not listed here, refer to the Retention for City-Wide Standards										
Litigation, claims, complaints and/or federal investigations suspend normal retention periods (retention begins after settlement).										
Litigation, claims, complaints, audits, pending public records requests, and/or federal investigations suspend normal retention periods (retention resumes after settlement).										
Police or Personnel	PD-015	Personnel Background Checks - Selected Employees other than Peace Officers	Minimum Separation + 4 10 years		Minimum Separation + 4 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD -1 year	Department Preference; Consistent with Personnel File; Statute of Limitations: Public official misconduct is discovery of offense + 4 years; GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
Police / <u>PSU</u>	PD-016	Personnel Background Packet - unsuccessful (not hired)	Minimum 3 10 years		Minimum 3 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD -1 year	Department Preference; GC §34090
Police / <u>PSU</u>	PD-017	Personnel Department Training File (Includes POST Data, Files and Printouts for Training Courses)	Minimum Separation + 10 years		Minimum Separation + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD -1 year	Department Preference; Consistent with Personnel File; State & Federal laws require 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090
Police / <u>PSU</u>	PD-018	Personnel Files - Police Department Employees (includes Background Checks, Polygraphs and/or Voice Stress Analyzer tests)	Minimum Separation + 10 years		Minimum Separation + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD -1 year	Department Preference; Exception to Citywide standards; Statute of Limitations: Public official misconduct is discovery of offense + 4 years; GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113

RECORDS RETENTION SCHEDULE: POLICE

Office of Record	Classification OR File Number	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	(Citations to the law are for reference only and not to be deemed binding on the City)
If the record is not listed here, refer to the Retention for City-Wide Standards										
Litigation, claims, complaints and/or federal investigations suspend normal retention periods (retention begins after settlement).										
Litigation, claims, complaints, audits, pending public records requests, and/or federal investigations suspend normal retention periods (retention resumes after settlement).										
RECORDS										
Police	PD-023	Arson Registrations: Adults	<u>P, or Death of Registrant</u>		<u>P, or Death of Registrant</u>		Mag, Ppr			Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police	PD-024	Arson Registrations: Juveniles released from California Youth Authority	Age 25 or Sealing Date + 5 years or <u>Death of Registrant</u>		Age 25 or Sealing Date + 5 years, or <u>Death of Registrant</u>		Mag, Ppr			Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police	PD-025	Bail Receipts	2 years		2 years		Mag, Ppr			GC §§34090 et seq.
Police	PD-026	Citations (all misdemeanors or infractions): Marijuana / Cannabis Citations or Reports (less than 28.5 grams)	Court Disposition + 2 years		Court Disposition + 2 years		Ppr			GC §34090, H&S §11361.5
Police	PD-029	Crime Reports / Arrest Reports: "Detention Only" Retainable Arrests (Disorderly Conduct without priors, etc.)	2 years		2 years		Mag, Mfr, OD, Ppr	S / I	<u>Yes: After QC & OD</u> -No	Provided there are no outstanding warrants, deaths, and it is not class. under PC §800 & 290 and H&S §11850; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §§187, 647(f), 800, 802, 849 et seq.

RECORDS RETENTION SCHEDULE: POLICE

Office of Record	Classification OR File Number	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	(Citations to the law are for reference only and not to be deemed binding on the City)
If the record is not listed here, refer to the Retention for City-Wide Standards										
Litigation, claims, complaints and/or federal investigations suspend normal retention periods (retention begins after settlement).										
Litigation, claims, complaints, audits, pending public records requests, and/or federal investigations suspend normal retention periods (retention resumes after settlement).										
Police	PD-027	Crime Reports: Felonies and Misdemeanors - ALL except those otherwise specifically mentioned in this retention schedule	7 years or upon DOJ Notification		7 years or upon DOJ Notification	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD -No	Department Preference; Provided there are no outstanding warrants, unrecovered weapons, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290 and H&S §11850; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age 18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.
Police	PD-028	Crime Reports: Homicide , Falsification of Public Records, Kidnapping, Unsolved Child or Elder Abuse, Sexual Assault & Neglect, Rape, Misuse of Public Funds, Train-wrecking, Treason, Stolen Guns with Serial Numbers, Suicide, Fatalities (Crimes Subject to Death Penalty or without statute of Limitations)	P		P	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD -4-year	Department Preference; Most have no limitations on commencement of action; PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, and 799
Police	PD-030	Crime Reports: Marijuana less than 28.5 grams	2-years-or-subject 18-years-old		2-years-or-subject 18-years-old		Ppr			GC §34090, H&S §11361.5

RECORDS RETENTION SCHEDULE: POLICE

Office of Record	Classification OR File Number	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	(Citations to the law are for reference only and not to be deemed binding on the City)
If the record is not listed here, refer to the Retention for City-Wide Standards										
Litigation, claims, complaints and/or federal investigations suspend normal retention periods (retention begins after settlement).										
Litigation, claims, complaints, audits, pending public records requests, and/or federal investigations suspend normal retention periods (retention resumes after settlement).										
Police	PD-051	Crime Reports: Misdemeanor Marijuana / Cannabis §11357(d) - Juvenile on School Grounds during School Hours (with procedure in H&S §11361.5)	Offender is 18 Years Old		Offender is 18 Years Old	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S § 11361.5 et seq., 11357(e)
Police	PD-031	Crime Reports: Missing Persons	Until Found		Until Found		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Police	PD-032	Crime Reports: Sealed Cases ("Factual Innocence")	3 years from Date of Arrest		3 years from Date of Arrest		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Individual petitions District Attorney; PD concurs that person is factually innocent, then seals record; GC §34090; PC §851.8(a)
Police / Records	PD-050	Crime Reports: Misdemeanor or Infraction - Juvenile Marijuana / Cannabis - H&S §11357 - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (if No Conviction) + 2 years		Conviction or Arrest (if No Conviction) + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	If no subsequent conviction ("Shall" Destroy); H&S §11361.5
Police	PD-034	Drug / Narcotic Registrants	5 years		5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Registration is required for 5 years; GC §34090, H&S §11590 et seq., H&S §11594(a)
Police	PD-035	Evidence, Property, Photographs & Film and MAV evidence segments: Crime Scenes	Expiration of Appeals Period for Crime		Expiration of Appeals Period for Crime		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD -1-year	See appropriate Crime Report; Statute of Limitations is 1 year for property seized by officers; CCP §340(4); GC §34090
Police	PD-036	Field Interview Cards	2 years		2 years		Ppr			GC §34090 et seq.
Police	PD-037	LiveScan Logs (Response)	50 years		50 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 1-year	Department Preference; § 34090 et seq.

RECORDS RETENTION SCHEDULE: POLICE

Office of Record	Classification OR File Number	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	(Citations to the law are for reference only and not to be deemed binding on the City)
If the record is not listed here, refer to the Retention for City-Wide Standards										
Litigation, claims, complaints and/or federal investigations suspend normal retention periods (retention begins after settlement).										
Litigation, claims, complaints, audits, pending public records requests, and/or federal investigations suspend normal retention periods (retention resumes after settlement).										
Police	PD-038	Miscellaneous Non-criminal Reports (impounded vehicles, etc.)	2 years		2 years		Ppr			GC §34090
Police	PD-039	Order after Hearing (restraining order)	Life of the Order		Life of the Order		Mag			Court records; GC §34090 et seq.
Police	PD-040	Pawn Slips	2 years		2 years		Ppr			Department Preference to provide information to other agencies; Non-records used for investigations; Originals entered into the State Automated Property System; most agencies retain for 2 years; GC §34090
Police	PD-041	Photos: Mug Shots	Follows Retention of Crime Report		Follows Retention of Crime Report		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD -1 year	Department Preference; GC §34090
Police	PD-033	SEALED RECORDS: <u>Sealed Juvenile and Ward Cases - Except those with Child Abuse or Severe Neglect, (Substantiated), outstanding stolen property, including firearms, or lost firearms</u>	Per Court Order (Subject 26 years old / Sealing date + 5 years)		Per Court Order (Subject 26 years old / Sealing Date + 5 years)		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD -1 year	Statute of Limitations runs up to age of majority + 8 years; Sealing for Juveniles and Wards of the Court retained for 5 years; CCP §§340.1, GC §34090; GC §68152(g)(1), W&I §781(d)
Police	PD-042	Sex Offender Registrations: Adults	Registrant Moves Out of City + 5 years, or Death of Registrant		Registrant Moves Out of City + 5 years, or Death of Registrant		Mag, Ppr			Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.

RECORDS RETENTION SCHEDULE: POLICE

Office of Record	Classification OR File Number	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	(Citations to the law are for reference only and not to be deemed binding on the City)
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Litigation, claims, complaints, audits, pending public records requests, and/or federal investigations suspend normal retention periods (retention resumes after settlement).										
Police	PD-043	Sex Offender Registrations: Juveniles released from California Youth Authority	P or Sealing Date + 5 years (or Court Order), or Death of Registrant Age 25 or Sealing Date + 5 years		P or Sealing Date + 5 years (or Court Order), or Death of Registrant Age 25 or Sealing Date + 5 years		Mag, Ppr			Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781;
Police	PD-044	Traffic Accident Reports - Except Fatal	Minimum 2 years		Minimum 2 years		Mag, Ppr			Department Preference; GC §34090 et seq.
Police	PD-045	Traffic Accident Reports - Fatal	P		P		Mag, Ppr			Department Preference; GC §34090 et seq.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Manuel Carrillo, Director of Recreation and Community Services
Ron Garcia, Director of Community Development

DATE: September 6, 2023

SUBJECT: Approval to Consider Second Amendment to the Service Agreement for Consultant Services by and between the City of Baldwin Park and Kingdom Causes, dba City Net

SUMMARY

The purpose of this report is for the City Council to consider the approval of the second amendment to the service agreement for consultant services by and between the City of Baldwin Park and Kingdom Causes, dba City Net to operate Serenity Homes for one (1) year and continue serving fifty (50) beds of interim housing for families experiencing homelessness at Serenity Homes from September 23, 2023, to September 22, 2024.

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve the second amendment to the service agreement for consultant services by and between the City of Baldwin Park and Kingdom Causes, dba City Net in the total amount of \$1,165,677.35 to operate Serenity Homes for one (1) year and continue serving fifty (50) beds of interim housing for families experiencing homelessness at Serenity Homes from September 23, 2023, to September 22, 2024; and
- 2) Authorize the Mayor to execute the second amendment to the service agreement; and
- 3) Authorize the Director of Finance to appropriate and make the necessary budget adjustments; and
- 4) Authorize the Director of Recreation & Community Services to process the necessary documents associated with this service agreement contract.

FISCAL IMPACT

There is no fiscal impact to the General Fund at this time. Staff will apply to amend the City of Baldwin Park's Permanent Housing Allocation Program (PLHA) for funding years 2020 through 2023 with the California Department of Housing and Community Development.

Los Angeles County Measure H - Administered by LAHSA	\$527,040.00
Los Angeles County - Administered by LAHSA	\$181,942.00
Homeless Housing Pilot Program HHPP (from available balance account #270-50-000-41950-55023)	\$270,000.00
Permanent Housing Allocation Program (PLHA) Entitlement and Non-Entitlement Local Government Formula	\$186,695.35
Total Funding	\$1,165,677.35

BACKGROUND

A At their August 17, 2022, City Council meeting, City Council approved the acceptance of a service agreement for consultant services by and between San Gabriel Valley Regional Housing Trust and Kingdom Causes, dba City Net and the City of Baldwin Park to operate the non-congregate bridge housing site for families experiencing homelessness at Serenity Homes. The Term agreement has an option to extend up to two (2) additional one-year terms by giving the consultant at least thirty (30) days written notice prior to the expiration of the Term or any extension thereof.

To continue the operations at Serenity Homes for one (1) year from September 23, 2023, to September 22, 2024, City staff secured the financial support from Los Angeles County Measure H in the amount of \$527,040 which will be administered by LAHSA; with an additional allocation from Measure H of \$197,763-minus (8% LAHSA administrative fee) for a total of \$181,942. LAHSA is in the process of conducting a cost analysis on the true cost of operating interim housing programs, which may result in an amendment during the contract term to reflect those changes in funding.

The City of Baldwin Park will utilize the unspent funds from fund 270 (from balance available in account #270-50-000-41950-55023) \$270,000 from operations support of the site for year one (1) of the Homeless Housing Pilot Program HHPP grant for operations support of the site for year two (2).

Lastly, staff will apply to amend the City of Baldwin Park's 5-year Permanent Housing Allocation Program (PLHA) with the California Department of Housing and Community Development (HCD). The funding allocation plan covers years 2019-2023. The amendment would include Activity 6 of eligible expenditures to include operating costs of Esperanza Villa and Serenity Homes. The amendment would apply funding requests for years 2020 through 2023. Staff present the amendment plan and application to the City Council for consideration prior to submitting to HCD in October 2023. If PLHA funding is not approved, General Fund support may be required in the amount of \$186,695.35.

Staff is seeking City Council consideration to approve the second amendment to the service agreement for consultant services by and between the City of Baldwin Park and Kingdom Causes, dba City Net to operate Serenity Homes for one (1) year and continue serving fifty (50) beds of interim housing for families experiencing homelessness at Serenity Homes from September 23, 2023, to September 22, 2024 in the total amount of \$1,165,677.35 to meet the demands of the site per the first year of pilot period operations, the service agreement contract.

The non-congregate shelter at Serenity Homes has been a pivotal tool in getting local families off the street of Baldwin Park and into temporary housing where they have actively worked in their housing plans to become document-ready while transitioning into permanent housing. If approved, families will continue to be provided with on-site services such as case management, three meals per day, and 24-hours security among other wrap-around and special event services. Serenity Homes has become a regional, County and national best-practice site for interim housing.

ALTERNATIVES

The alternative would be not to accept the funds to extend the service contract and provide residents a thirty 30-day exit plan; and provide staff alternative direction.

LEGAL REVIEW

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

ATTACHMENTS

1. Assignment of Agreement between the San Gabriel Valley Regional Housing Trust and the Kingdom Causes, DBA City Net and City of Baldwin Park.
2. Second Amendment to Service Agreement.
3. Attachment 1 Compensation as Amendment to Exhibit "B".

**ASSIGNMENT OF
AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
AND
KINGDOM CAUSES, DBA CITY NET
AND
CITY OF BALDWIN PARK**

This assignment of the Agreement to operate a non-congregate bridge housing site for families experiencing homelessness (“Assignment”) is entered into by and between the San Gabriel Valley Council of Governments (the “SGVRHT”), Kingdom Causes, dba City Net, a California Corporation (“Consultant”) and the City of Baldwin Park, a municipal corporation (“City”) and is dated to be effective as of August 17, 2022 (“Effective Date”). SGVRHT, Consultant and City are collectively referred to herein as the Parties.

RECITALS

A. SGVRHT entered into an agreement dated August 3, 2022, with Consultant (the “Operational Agreement”) to operate and maintain a non-congregate bridge housing site for families experiencing homelessness located within the City of Baldwin Park (“Housing Site”) and subsequent thereto issued Amendment No. 1 (collectively, the Operational Agreement and Amendment No. 1 are referenced herein as the “Agreement”) to Consultant to begin providing the services set forth therein.

B. SGVRHT entered into an agreement with the City dated February 16, 2022, setting forth the SGVRHT’s and the City’s respective obligations with respect to ownership, operation, and maintenance of the Housing Site.

C. The Parties have determined that it would be more efficient and beneficial in operating the Housing Site if the City and Consultant were in a direct contractual relationship. Section 13 of the Operational Agreement provides the SGVRHT may assign the Operational Agreement to the City.

D. It is the desire of the Parties to assign the Agreement to the City upon the terms and conditions set forth herein.

NOW THEREFORE, based on the above, the Parties agree as follows:

1. **DEFINED TERMS.** Except as otherwise defined herein, all capitalized terms used herein shall have meanings set forth for such terms in the Agreement.

2. **ASSIGNMENT.** The Parties individually and collectively agree as follows: (a) under the terms hereunder, SGVRHT assigns the Agreement, which is attached hereto as Exhibit “A”, and incorporated herein by reference, to the City; (b) the City accepts the Assignment under the terms hereunder; and (3) Consultant approves such Assignment under the terms hereunder. In accepting this Assignment, the City shall assume all SGVRHT rights, duties and obligations arising under the Agreement. The Parties represent that they have thoroughly familiarized themselves with and examined

the Agreement and this Assignment, understand their contents and have the expertise and ability to implement the Agreement and Assignment as provided herein.

3. PAYMENT OF WORK PERFORMED. The Parties understand that prior to the effective date of this Assignment that Consultant performed services under the Agreement. In accepting this Assignment, Consultant agrees to invoice City for any such services in accordance with the Agreement and to look only to the City for payment and City agrees to pay Consultant for those services as set forth in the Agreement.

4. NOTICES. All notices required or permitted to be given under the Agreement and this Assignment shall be in writing and be personally delivered, or sent by facsimile, or overnight delivery service or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVRHT: Marisa Creter
Executive Director
San Gabriel Valley Regional Housing Trust
1000 S. Fremont Avenue, Unit 42 Building
A-10N, Suite 10-210
Alhambra, CA 91803
Telephone: (626) 457-1800

With a copy to: David A. DeBerry
General Counsel
SGVRHT
c/o Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626 Telephone:
(714) 415-1088

To Consultant: Attn: Brad Fieldhouse, Executive Director
Kingdom Causes, dba City Net
4508 Atlantic Avenue, Suite 292
Long Beach, CA 90807

To City: Manuel Carrillo
Director of Recreation & Community Services
City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706

5. ENTIRE AGREEMENT. This Assignment and the Agreement contain the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between SGVRHT, Consultant and City. No statements, representations, or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Assignment shall be valid and binding unless in writing duly executed by the Parties and their

authorized representatives. Any attempt to waive the requirement for a written amendment shall be void.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be effective as of the Effective Date.

CITY OF BALDWIN PARK

By: 

Name: Emmanuel Estrada

Title: Mayor

Date: 12/19/2022

**SAN GABRIEL VALLEY REGIONAL
HOUSING TRUST**

By: Marisa Creter

Name: Marisa Creter

Title: Executive Director

Date: 12/22/2022

APPROVED AS TO FORM:

By: Marco A. Martinez

Name: Marco A. Martinez, City Attorney
Best Best & Krieger LLP

APPROVED AS TO FORM:

By: David DeBerry

Name: David DeBerry, General Counsel

KINGDOM CAUSES, DBA CITY NET

By: Brad Fieldhouse

Name: Brad Fieldhouse

Title: Executive Director

Date: 12/22/2022

EXHIBIT A
AGREEMENT (INCLUDES AMENDMENT NO. 1)

**PROFESSIONAL SERVICES AGREEMENT
SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
AGREEMENT 22-19
FOR
FAMILY BRIDGE HOUSING SERVICE PROVIDER
WITH
KINGDOM CAUSES, DBA CITY NET**

This Agreement for Consultant Services (“Agreement”) is made and entered by and between the San Gabriel Valley Regional Housing Trust (“SGVRHT”) and Kingdom Causes, dba City Net (“Consultant”), a California Corporation.

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Scope of Services.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the reasonable satisfaction of the SGVRHT, the services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the SGVRHT to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Exhibit “A” describes the total Scope of Services that the SGVRHT anticipates it may assign to Consultant over the term of the Agreement. Consultant is only authorized to undertake services as directed by SGVRHT’s Project Manager. It is understood and agreed that the total Scope of Services is only an estimate and that the actual services ultimately required of Consultant by SGVRHT may be less than the Scope of Services. Further, it is understood and agreed that the SGVRHT makes no guarantee, either express or implied, as to the actual services that will be authorized under this Agreement.

It is understood that Consultant shall coordinate its services hereunder with the Brielle Acevedo, SGVRHT’s Project Manager, to the extent required by the SGVRHT’s Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the SGVRHT’s Project Manager and Executive Director.

Except as otherwise authorized by the SGVRHT's Project Manager, Jessica Bruce, Consultant’s Project Manager, shall be the person who primarily performs the work provided under this Agreement. Except as provided in this Agreement, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under

this Agreement, but SGVRHT reserves the right in its sole discretion to require Consultant to exclude any employee from performing services on SGVRHT's premises.

2. Term of Agreement.

This Agreement shall take effect August 3, 2022, and shall continue until September 30, 2022 ("Term"), unless earlier terminated pursuant to the provisions herein. SGVRHT's Executive Director shall have the option to extend this Agreement, up to two additional one-year terms by giving Consultant at least thirty (30) days written notice prior to the expiration of the Term or any extension thereof. Any extended term shall be subject to the same terms and conditions contained herein; provide that Consultant and SGVCOG shall negotiate any increase in Consultant's hourly rate, but in no event shall the increase exceed the lesser of 3% or the amount the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the adjustment date (the "Index Month") as reported by the United States Bureau of Labor Statistics.

3. Compensation and Method of Payment.

(a) This agreement will be a time and materials contract, and the Consultant shall be paid for its services performed to the satisfaction of SGVRHT in the manner and in the amounts set forth in Exhibit "B". Consultant shall be reimbursed without markup for the cost of all reasonable and necessary business expenses that are incurred in performing the services covered by this Agreement and that can be supported by documentation acceptable to the SGVRHT.

(b) The total not-to-exceed compensation for all services performed under this Agreement shall not exceed Fifty Thousand Dollars and 00/100 (\$50,000.00), without the parties entering into a written amendment to this Agreement. The above amount shall include all costs, including, but not limited to, any business expenses incurred by Consultant. Notwithstanding the not to exceed amount, Consultant shall only incur such costs as are reasonable and necessary in performing this Agreement in the best interests of the SGVRHT. If at any time Consultant estimates the cost of performing the services will be exceeded, Consultant shall immediately notify the SGVRHT in writing, stating the estimated amount necessary to complete the services under this Agreement. SGVRHT has no obligation to pay any costs incurred by Consultant in excess of the not to exceed amount in the absence of an amendment to this Agreement.

(c) Each month Consultant shall furnish to SGVRHT an original invoice for all work performed and expenses incurred during the preceding month. SGVRHT shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in accordance with the amounts contained in Exhibit "B" and this Agreement. The invoice shall include the following columns: Project Task, Labor Category, Date, Detailed Comments of Work Performed, Individual Performing the Work and Title, Hourly Rate and Hours. Consultant shall also provide timesheets and receipts as supporting documentation for each invoice. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to this Section. In the event any charges or expenses are disputed by SGVRHT, SGVRHT shall withhold that portion of the invoice that is in dispute and remit the remainder.

(d) Except as to any charges or expenses disputed by SGVRHT, SGVRHT will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice meeting the requirements herein.

4. Priority of Documents.

This Agreement and any attached Exhibits or documents incorporated herein by reference are intended to describe the Parties complete agreement, however, in the event of any conflict with the provisions of this Agreement and the attached Exhibits or documents, this Agreement shall control.

5. Consultant's Books and Records.

Consultant shall maintain all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to SGVRHT pursuant to this Agreement. All such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. All such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of SGVRHT and its expenditures.

6. Ownership of Documents.

All original maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall be the sole property of the SGVRHT and may be used, reused or otherwise disposed of by the SGVRHT without the permission of the Consultant. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of this Agreement, Consultant shall turn over to SGVRHT all such maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents which Consultant may have prepared for use in performing services hereunder. With respect to computer files, Consultant shall make available to the SGVRHT, upon reasonable written request by the SGVRHT, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

Consultant shall have no liability for SGVRHT's reuse of maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

7. Status of Consultant.

Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of SGVRHT. Consultant shall have no authority to bind SGVRHT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against

SGVRHT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by SGVRHT.

The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither SGVRHT, nor any elected or appointed boards, officers, officials, employees, members or agents of SGVRHT, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees, members or agents of SGVRHT.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by SGVRHT, including but not limited to eligibility to enroll in the Public Employees Retirement System as an employee of SGVRHT.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by an authority having jurisdiction over SGVRHT, to not be a wholly independent contractor, then Consultant shall indemnify and reimburse SGVRHT for any costs, including attorneys' fees, that SGVRHT incurs arising out of such claim or determination including, but not limited to, any benefits SGVRHT is required to provide, or payroll taxes or Workers' Compensation claims it is required to pay, as well as for the payment of any penalties and interest on such contributions.

8. Deficient Services.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully and competently, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. SGVRHT may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by SGVRHT, Consultant shall immediately re-perform, at its own costs, the services that are deficient. SGVRHT shall endeavor to notify Consultant in writing of the existence of such deficient services in a timely manner, although its failure to do so shall not affect any remedy it may have under this Agreement or at law with respect to such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release Consultant from any responsibility under this Agreement.

9. Compliance with Applicable Laws; Permits and Licenses.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither SGVRHT, nor any elected or appointed

boards, officers, officials, employees, members or agents of SGVRHT, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this Section.

10. Nondiscrimination.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of SGVRHT relating thereto. Such nondiscrimination shall include, but not be limited to, the following: employment; upgrading; demotion; transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in performing this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Unauthorized Aliens.

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

12. Conflicts of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, (but not including ownership of stock in a publicly traded company), which would conflict in any manner with the interests of SGVRHT or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the SGVRHT. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of SGVRHT in the performance of this Agreement.

13. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. SGVRHT has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer any of its duties or obligations under this Agreement or any portion thereof, without the prior written consent of the SGVRHT. Any attempted assignment shall be ineffective, null and void, and constitute a material breach of this Agreement entitling SGVRHT to any and all remedies at law or in equity, including summary termination of this Agreement.

14. Indemnification.

To the greatest extent permitted by California Civil Code section 2782.8, Consultant shall indemnify, defend with counsel approved by SGVRHT, and hold harmless SGVRHT, its member agencies, the City of Baldwin Park, and their respective officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Workers' Compensation Act and other employee benefit acts with respect to Consultant's employees or Consultant's contractor's employees arising out of Consultant's work under this Agreement; and

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of SGVRHT's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the SGVRHT. Should SGVRHT in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the SGVRHT its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The SGVRHT shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

(3) The Consultant's obligations to indemnify, defend and hold harmless the Indemnitees shall survive termination of this Agreement.

15. Insurance.

Without limiting its obligations pursuant to this Agreement, Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, the

insurance coverage as set forth herein. All insurance policies shall be subject to approval by SGVRHT as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the SGVRHT. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. Consultant shall provide the following scope and limits of insurance:

15.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the SGVRHT.

Workers' Compensation insurance if and as required by the California Labor Code and Employer's Liability insurance covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

Professional liability insurance appropriate to the Consultant's profession.

15.2 Limits of Insurance. Consultant shall maintain limits of insurance no less than:

General Liability: \$1,000,000 minimum limit written on an occurrence basis for bodily injury, death and property damage.

Automobile Liability: \$1,000,000 minimum limit written on an occurrence basis for bodily injury, death and property damage.

Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Professional Liability: \$1,000,000 minimum limit per claim. If such insurance is on a claims-made basis, Consultant agrees to keep such insurance in full force and effect for at least three years after termination or date of completion of this Agreement.

15.3 Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

15.4 All Policies. Each insurance policy required herein, other than professional liability shall provide that the coverage shall not be non-renewed, cancelled or reduced by the insurer or Consultant except after at least ten (10) days' prior written notice by Certified mail, return receipt requested, has been given to SGVRHT. As soon as Consultant becomes aware, it shall provide to SGVRHT notice of suspension or voiding of any coverage or reduction in coverage which results in Consultant not meeting the minimum requirements set forth in this Agreement.

15.5 General Liability and Automobile Liability Coverages. The Indemnitees shall be named as additional insureds on all policies of general liability, property damage, and automotive liability insurance for all work performed by Consultant under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to Indemnitees.

Consultant's insurance coverage shall be primary insurance with respect to the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees.

Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SGVRHT, and its respective elected and appointed officers, officials, members or employees.

15.6 Workers' Compensation and Employer's Liability Coverage. Unless the SGVRHT otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the Indemnitees for losses arising from services performed by Consultant.

15.7 Other Requirements. Consultant agrees to deposit with SGVRHT, at or before the performance of any services under this Agreement, certificates of insurance and additional insured endorsements or a copy of the policy evidencing same, necessary to satisfy SGVRHT that Consultant has complied with the insurance provisions of this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. SGVRHT reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

Consultant shall include all subcontractors, if any, as insureds under its policies or furnish separate certificates and endorsements from each subcontractor evidencing the same minimum coverage requirements that Consultant must provide.

Any deductibles or self-insured retentions must be declared to and approved by SGVRHT, such approval not to be unreasonably withheld.

All policies of insurance, except professional liability insurance, shall be issued by an insurance company which is authorized to do business in the State of California or is otherwise approved in writing by SGVRHT.

16. Termination of Agreement.

Notwithstanding anything to the contrary herein, SGVRHT may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress, unless the notice provides otherwise, except those services necessary to effectuate the termination. Upon termination of this Agreement, Consultant shall furnish to SGVRHT a final

invoice for work performed and expenses incurred by Consultant, as required by this Agreement. SGVRHT shall not be liable for any claim of lost profits.

17. Default.

In the event either party defaults in its obligations hereunder, the non-defaulting party may declare a default by written notice to the defaulting party. The notice shall specify the basis for the default and the cure, which cure shall be implemented within thirty (30) days of the date of the notice or such longer time as may be provided in the notice. If cure is not made within the time provided in the notice, then this Agreement shall terminate and the non-defaulting party shall have all remedies available under this Agreement and the law.

18. Notices.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVRHT: Marisa Creter, Executive Director
San Gabriel Valley Regional Housing Trust
1000 S. Fremont Avenue
Suite 10-210
Alhambra, CA 91803

with a copy to: David DeBerry, SGVRHT General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626

To Consultant: Brad Fieldhouse, Executive Director
Kingdom Causes, dba City Net
4508 Atlantic Avenue, Suite 292
Long Beach, CA 90807

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

19. Binding Effect.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

20. Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any

party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by SGVRHT of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

21. Law to Govern; Venue.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

22. Entire Agreement.

This Agreement, including the exhibits attached hereto, which are incorporated herein by this reference, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and SGVRHT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives. Any attempt to waive the requirement for a written amendment shall be void.

23. Section Headings.

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

24. Severability.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

25. Time is of the Essence.

Time is of the essence in the performance of this Agreement. As Task Orders are issued, Consultant agrees to commence the work provided therein and to diligently prosecute the work in the time provided in the Task Order, if any.

26. Delays.

Neither Party shall be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of such Party. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. Consultant's sole remedy for delays outside its control shall be an extension of time. Consultant must document any delay and request an extension of time in writing at that the time of the delay to the satisfaction of SGVRHT.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

KINGDOM CAUSES, DBA CITY NET

By BRAD FIELDHOUSE

Title: Executive Director

Date: 08/06/2022

By 

Title: Secretary

Date: 08/08/2022

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

By Marisa Creter

MARISA CRETER

Executive Director

Date: 08/08/2022

APPROVED AS TO FORM:

David DeBerry

DAVID DeBERRY

General Counsel

****NOTE: If Consultant is a corporation, the SGVRHT requires the following signature(s):***

- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the SGVRHT.*

SCOPE OF SERVICES

Task 1.1 Project Management

City Net will hold kick-off meeting the week of August 8, 2022 and 6 weekly meetings with project team during Plan creation and initial client intake process. City Net will host monthly meetings with project team once the site is operational to discuss onsite service provision, site needs, community feedback, and other operational updates. City Net will also be responsible for providing a monthly report in a format approved by the SGVRHT, SGVCOG, and the City demonstrating aggregate enrollment and exit data and provision of/connection to services. In addition to the monthly reporting, if incidents occur onsite, City and SGVRHT staff will be notified and provided an incident report within 24 hours.

The Consultant will make the site available for tours from SGVRHT, SGVCOG, City staff, and other parties as requested by either SGVRHT or City staff. Tours will take place on an as needed basis on weekdays between 9AM and 5PM with at least 48-hour notice provided.

Deliverables: Kick-off meeting agenda & meeting notes (1); weekly meeting agendas and notes (6); monthly meeting agendas and meeting notes (12); facilitate onsite tours (as needed)

Task 1.2 Plan Development & Staff Onboarding

City Net will work with the SGVRHT, SGVCOG, and City staff to develop an Operations, Staffing, and Services Plan (Plan) for the site. The Plan should outline how the site will be operated to ensure that all site residents receive the resources that they need to move into permanent housing as quickly as practicable. The Plan should operationalize how City Net will work with stakeholders to maximize participant and program success by balancing on-site services with existing services available through CES, the County of Los Angeles, and the City's existing services contracts and resources. The Plan should outline roles and responsibilities for onsite staff, as well as how these staff will work with other off-site staff and services. The Plan should also outline the approach to ensure that all needed services are available for the site's participants, and for services not available at the site, where the services can be found and how they would be accessed. For example, the Plan should maximize participant connection to these existing services and strengthen coordination with participants' existing case managers and housing navigators. City Net should include specific partnership opportunities with additional service providers and agencies in the region providing resources to families experiencing homelessness. City Net should include any additional Plan components required to ensure site safety, provision of family specific services, and other components as recommended by City Net.

Current with the development of the plan, City Net should begin recruiting and onboarding efforts to staff the site by the operations date. Staff must be onboarded prior to September 26, 2022.

The Plan should include the following components at a minimum:

Program Policies and Procedures: Eligibility and Referrals, Program Intake, Program Exit

- **Program Eligibility:** City Net will develop policies and procedures for identifying eligible participants. The site will serve families experiencing homelessness with a local preference for families with a nexus to Baldwin Park. For this project, families are defined as one or more legal guardians and one or more minor children. Participants must not need

hospitalization or skilled nursing care. Adult participants must be able to manage Activities of Daily Living (i.e., ability to transfer in and out of a bed, bathe, dress, and address hygiene needs independently). Adult participants should include those with less urgent needs, considered moderate or mid-range acuity, or low acuity (or low to moderate service needs). Participants must be able to meet any custody, parole, or other legal requirements while residing at the site in to be eligible. The Plan’s participant eligibility requirements should aim to maximize the likelihood of success of placing participants into permanent housing.

- **Referrals Process:** City Net will develop policies and procedures for accepting referrals. Plan will include accepting referrals from City staff, City public safety teams, City- and SGVCOG-contracted housing navigators, CES-outreach teams, and other CES partners (hereafter referred to as “Partners”). City Net will work with Partners to prioritize participants living adjacent to the site and those experiencing homelessness in the site’s jurisdiction, surrounding jurisdictions, or Service Planning Area (SPA) 3.
- **Program Intake:** City Net will establish an intake process and procedures. Plan will include ensuring that all participants are enrolled in HMIS and updating information in HMIS.
- **Housing and Services Plan:** For those participants that do not have one, following intake and assessment, City Net must work with each participant and any case manager and/or housing navigator to develop a Housing and Services Plan. Plan should include existing services to which to connect the participant. If the participant already has a Housing and Services Plan, City Net will work with the participant and their existing housing navigator to update the plan as necessary. City Net will work with the participant and other assigned case managers to complete a monthly update to assess progress towards achieving the goals defined in the Housing and Services Plan.
- **Community Rules:** City Net will develop policies and procedures for individual family units and communal areas to ensure safety of all participants with particular attention to supervision of children at the site. Each family will be responsible for monitoring their children and City Net will be responsible for confirming each family is aware of the monitoring requirements and rules for communal areas.
- **Program Exit:** City Net will develop policies and procedures that adhere to best practices for exiting participants from the site. These include striving to move participants out of the Program and into permanent housing as quickly as possible, assisting with reunification services or assisting the participant with self-resolving their housing bridge, and otherwise assisting participants in fulfilling their Housing and Services Plan. The policies and procedures should also establish expectations for lengths of stay and when participants should otherwise be exited from the program (e.g. not utilizing a unit; hospitalization; incarceration). Plan will include entering exit information into a case note in HMIS and submitting an SGVRHT exit form.
- **Safety Concerns:** City Net will establish protocols when a participant is deemed a risk to the safety of City Net’s staff or other participants. City Net must have a policy about how to manage the return of participants who are exited due to concerns about the safety of other participants or staff created by the exited participant.

Site Management and Oversight

- Plan will include the following
 - Provision of three meals per client prepared onsite or delivered to the site daily

- Meals should include consideration of dietary needs based on resident composition i.e. Baby formula, age appropriate snacks, and frequency based on nutritional needs.
- 24/7 site staffing and procedures
- Coordinate with the City to facilitate trash pick-up and regular cleaning of the site and ensure the facility remains sanitary. Trash pick-up will be provided by the City.
- Maintain site accessibility. City will provide ADA accessible units and paths of travel. City Net will maintain accessible paths of travel and provide reasonable accommodations for the laundry room and other amenities as needed. Coordinate with volunteers and accept and distribute donations as appropriate.
- Ensure that the site is operated in a way that is consistent with its intended use and ensure that the SGVRHT and the City maintain their warranties on the product. Should issues arise that prevent City Net from operating the site consistent with expectations, City Net is responsible for notifying the City within twenty-four (24) hours.
- Ensure that the facility remains sanitary, healthful, and otherwise safe for its intended or actual use.
- Promptly and appropriately respond to the needs of participants, including referrals to medical, mental health, and other relevant service providers. The plan must include procedures for addressing emergency situations including notifying the SGVRHT and City within twenty-four (24) hours.

Case Management, Housing Navigation, and Connection to Existing Services

- **Coordination with Existing Case Managers and Housing Navigators:** The Plan will include coordination with participants' existing case managers and housing navigators to facilitate linkage to services and referrals to permanent housing. The Plan will outline how to efficiently coordinate with existing case managers and housing navigators.
- **Site-Based Case Management and Housing Navigation:** City Net will provide case management services to assist participants in accessing permanent housing through referrals to housing programs, such as Rapid Rehousing, Permanent Supportive Housing, and affordable housing, or assisting the participant in self-resolving their housing bridge. The Plan will outline how to efficiently provide case management and housing navigation at the site and in collaboration with existing offsite resources. This includes both how clients will be connected to vouchers and how clients will be supporting in securing housing where the vouchers can be used.
- **Coordination with Department of Children and Family Services (DCFS):** City Net will coordinate with DCFS and other departments to ensure families are in compliance and receive necessary services. City Net will provide site access to these agencies as required.
- **Coordination with School District:** City Net will coordinate with staff at local schools to meet the needs of children residing at the site.
- **Connection to Existing Services:** In addition to housing support, case management should include linkage to services, including but not limited to health care, behavioral or mental health services, substance use treatment, employment services, and identifying transportation to those services. City Net is expected to connect participants to existing services in SPA 3 as needed.

Staffing Levels, Qualifications, and Schedule

- City Net should detail proposed staffing levels to provide full time case management and housing navigation, 24/7 security staffing, facilitate clients' needs including showers, meals, and connection to additional services, and provision of 3 meals per day for clients. Each family will be responsible for monitoring their children and City Net will be responsible for confirming each family is aware of the monitoring requirements and rules for communal areas.

Support Securing Additional Funding and Resources

- Plan should maximize connection to programs for which participants are eligible, for example Medicaid/Medi-Cal, Supplemental Security Income (SSI), Supplemental Nutrition Assistance Program (SNAP), and Social Security Disability Insurance (SSDI). Plan will also include coordination with the SGVRHT, SGVCOG, and City to engage community groups and members by pursuing donations to support the site. This could include donations of food, clothing, funding, or other resources. City Net will not be expected to lead this effort but will be asked to provide recommendations and connections, and support the outreach efforts.
- Plan should include connections to services for children including but not limited to tutoring and homework help. The Proposer will not be responsible for providing these services directly, but will help facilitate site access and program participation.
- Plan should include anticipated direct expenses to support clients including, but not limited to, the purchase of diapers, formula, clothing, and school supplies.

Deliverables: Outline of Operations and Services Plan; Draft & Final Operations and Services Plan

COMPENSATION

Compensation will be on a time and materials basis. The total not-to-exceed compensation for all services performed under this Agreement shall be in accordance with Table 1 and shall not exceed **\$50,000.00**. Each month, City Net shall furnish to SGVRHT an original invoice for all work performed and expenses incurred during the preceding month.

Table 1: Budget

Task	Not-to-Exceed Amount
Task 1.1: Project Management	\$10,000
Task 1.2: Plan Development and Staff Onboarding	\$40,000
TOTAL	\$50,000

**FIRST AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT**

This First Amendment to Consultant Services Agreement ("First Amendment") is made and entered into as of August 17, 2022, by and between the San Gabriel Valley Regional Housing Trust, a California joint powers agency ("SGVRHT"), and Kingdom Causes, dba City Net, a California corporation (herein referred to as the "Consultant") with reference to the following:

A. The SGVRHT and the Consultant entered into that certain Consultant Services Agreement dated as of August 3, 2022, which is incorporated herein by this reference (the "Original Agreement"); and

B. The SGVRHT and the Consultant desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Revised Scope of Services. The Scope of Services, Exhibit "A" to the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. Term. The Term of the Original Agreement as set forth in Section 2 therein is from **August 3, 2022 to September 30, 2022**. This First Amendment extends the Term up to and including **September 30, 2023**.

4. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Fifty Thousand Dollars (\$50,000). Section 3 of the Original Agreement is hereby amended to provide for an increase of Nine Hundred Forty-Seven Thousand Nine Hundred Sixty-Two Dollars & 86/100 (\$947,962.86) so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed Nine Hundred Ninety-Seven Thousand Nine Hundred Sixty-Two Dollars & 86/100 (\$997,962.86) without the prior authorization of the SGVRHT. Exhibit "B" of the Original Agreement entitled "Compensation", is deleted in its entirety and replaced with Exhibit "B", attached hereto and incorporated herein by the reference.

5. Integration. This First Amendment and all attachments hereto (if any)

integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

“CONSULTANT”

KINGDOM CAUSES, DBA CITY NET

*By: BRAD FIELDHOUSE

Printed Name: BRAD FIELDHOUSE

Title: Executive Director

*By: Art Gray

Printed Name: Art Gray

Title: Secretary

“SGVRHT”

SAN GABRIEL VALLEY REGIONAL
HOUSING TRUST

By: Marisa Creter

Marisa Creter

Title: Executive Director

APPROVED AS TO FORM

David DeBerry
David DeBerry, General Counsel

***NOTE: If Consultant is a corporation, the SGVRHT requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the SGVRHT.

EXHIBIT “A”

SCOPE OF SERVICES

[Behind this page.]

Exhibit A - Scope of Services

Task 1.1 Project Management

City Net will hold kick-off meeting the week of August 8, 2022 and 6 weekly meetings with project team during Plan creation and initial client intake process. City Net will host monthly meetings with project team once the site is operational to discuss onsite service provision, site needs, community feedback, and other operational updates. City Net will also be responsible for providing a monthly report in a format approved by the SGVRHT, SGVCOG, and the City demonstrating aggregate enrollment and exit data and provision of/connection to services. In addition to the monthly reporting, if incidents occur onsite, City and SGVRHT staff will be notified and provided an incident report within 24 hours.

The Consultant will make the site available for tours from SGVRHT, SGVCOG, City staff, and other parties as requested by either SGVRHT or City staff. Tours will take place on an as needed basis on weekdays between 9AM and 5PM with at least 48-hour notice provided.

Deliverables: Kick-off meeting agenda & meeting notes (1); weekly meeting agendas and notes (6); monthly meeting agendas and meeting notes (12); facilitate onsite tours (as needed)

Task 1.2 Plan Development & Staff Onboarding

City Net will work with the SGVRHT, SGVCOG, and City staff to develop an Operations, Staffing, and Services Plan (Plan) for the site. The Plan should outline how the site will be operated to ensure that all site residents receive the resources that they need to move into permanent housing as quickly as practicable. The Plan should operationalize how City Net will work with stakeholders to maximize participant and program success by balancing on-site services with existing services available through CES, the County of Los Angeles, and the City's existing services contracts and resources. The Plan should outline roles and responsibilities for onsite staff, as well as how these staff will work with other off-site staff and services. The Plan should also outline the approach to ensure that all needed services are available for the site's participants, and for services not available at the site, where the services can be found and how they would be accessed. For example, the Plan should maximize participant connection to these existing services and strengthen coordination with participants' existing case managers and housing navigators. City Net should include specific partnership opportunities with additional service providers and agencies in the region providing resources to families experiencing homelessness. City Net should include any additional Plan components required to ensure site safety, provision of family specific services, and other components as recommended by City Net.

Current with the development of the plan, City Net should begin recruiting and onboarding efforts to staff the site by the operations date. Staff must be onboarded prior to September 26, 2022.

The Plan should include the following components at a minimum:

Program Policies and Procedures: Eligibility and Referrals, Program Intake, Program Exit

- **Program Eligibility:** City Net will develop policies and procedures for identifying eligible participants. The site will serve families experiencing homelessness with a local preference

for families with a nexus to Baldwin Park. For this project, families are defined as one or more legal guardians and one or more minor children. Participants must not need hospitalization or skilled nursing care. Adult participants must be able to manage Activities of Daily Living (i.e., ability to transfer in and out of a bed, bathe, dress, and address hygiene needs independently). Adult participants should include those with less urgent needs, considered moderate or mid-range acuity, or low acuity (or low to moderate service needs). Participants must be able to meet any custody, parole, or other legal requirements while residing at the site in to be eligible. The Plan's participant eligibility requirements should aim to maximize the likelihood of success of placing participants into permanent housing.

- **Referrals Process:** City Net will develop policies and procedures for accepting referrals. Plan will include accepting referrals from City staff, City public safety teams, City- and SGVCOG-contracted housing navigators, CES-outreach teams, and other CES partners (hereafter referred to as "Partners"). City Net will work with Partners to prioritize participants living adjacent to the site and those experiencing homelessness in the site's jurisdiction, surrounding jurisdictions, or Service Planning Area (SPA) 3.
- **Program Intake:** City Net will establish an intake process and procedures. Plan will include ensuring that all participants are enrolled in HMIS and updating information in HMIS.
- **Housing and Services Plan:** For those participants that do not have one, following intake and assessment, City Net must work with each participant and any case manager and/or housing navigator to develop a Housing and Services Plan. Plan should include existing services to which to connect the participant. If the participant already has a Housing and Services Plan, City Net will work with the participant and their existing housing navigator to update the plan as necessary. City Net will work with the participant and other assigned case managers to complete a monthly update to assess progress towards achieving the goals defined in the Housing and Services Plan.
- **Community Rules:** City Net will develop policies and procedures for individual family units and communal areas to ensure safety of all participants with particular attention to supervision of children at the site. Each family will be responsible for monitoring their children and City Net will be responsible for confirming each family is aware of the monitoring requirements and rules for communal areas.
- **Program Exit:** City Net will develop policies and procedures that adhere to best practices for exiting participants from the site. These include striving to move participants out of the Program and into permanent housing as quickly as possible, assisting with reunification services or assisting the participant with self-resolving their housing bridge, and otherwise assisting participants in fulfilling their Housing and Services Plan. The policies and procedures should also establish expectations for lengths of stay and when participants should otherwise be exited from the program (e.g. not utilizing a unit; hospitalization; incarceration). Plan will include entering exit information into a case note in HMIS and submitting an SGVRHT exit form.
- **Safety Concerns:** City Net will establish protocols when a participant is deemed a risk to the safety of City Net's staff or other participants. City Net must have a policy about how to manage the return of participants who are exited due to concerns about the safety of other participants or staff created by the exited participant.

Site Management and Oversight

- Plan will include the following
 - Provision of three meals per client prepared onsite or delivered to the site daily
 - Meals should include consideration of dietary needs based on resident composition i.e. Baby formula, age appropriate snacks, and frequency based on nutritional needs.
 - 24/7 site staffing and procedures
 - Coordinate with the City to facilitate trash pick-up and regular cleaning of the site and ensure the facility remains sanitary. Trash pick-up will be provided by the City.
 - Maintain site accessibility. City will provide ADA accessible units and paths of travel. City Net will maintain accessible paths of travel and provide reasonable accommodations for the laundry room and other amenities as needed. Coordinate with volunteers and accept and distribute donations as appropriate.
 - Ensure that the site is operated in a way that is consistent with its intended use and ensure that the SGVRHT and the City maintain their warranties on the product. Should issues arise that prevent City Net from operating the site consistent with expectations, City Net is responsible for notifying the City within twenty-four (24) hours.
 - Ensure that the facility remains sanitary, healthful, and otherwise safe for its intended or actual use.
 - Promptly and appropriately respond to the needs of participants, including referrals to medical, mental health, and other relevant service providers. The plan must include procedures for addressing emergency situations including notifying the SGVRHT and City within twenty-four (24) hours.

Case Management, Housing Navigation, and Connection to Existing Services

- **Coordination with Existing Case Managers and Housing Navigators:** The Plan will include coordination with participants' existing case managers and housing navigators to facilitate linkage to services and referrals to permanent housing. The Plan will outline how to efficiently coordinate with existing case managers and housing navigators.
- **Site-Based Case Management and Housing Navigation:** City Net will provide case management services to assist participants in accessing permanent housing through referrals to housing programs, such as Rapid Rehousing, Permanent Supportive Housing, and affordable housing, or assisting the participant in self-resolving their housing bridge. The Plan will outline how to efficiently provide case management and housing navigation at the site and in collaboration with existing offsite resources. This includes both how clients will be connected to vouchers and how clients will be supporting in securing housing where the vouchers can be used.
- **Coordination with Department of Children and Family Services (DCFS):** City Net will coordinate with DCFS and other departments to ensure families are in compliance and receive necessary services. City Net will provide site access to these agencies as required.
- **Coordination with School District:** City Net will coordinate with staff at local schools to meet the needs of children residing at the site.

- **Connection to Existing Services:** In addition to housing support, case management should include linkage to services, including but not limited to health care, behavioral or mental health services, substance use treatment, employment services, and identifying transportation to those services. City Net is expected to connect participants to existing services in SPA 3 as needed.

Staffing Levels, Qualifications, and Schedule

- City Net should detail proposed staffing levels to provide full time case management and housing navigation, 24/7 security staffing, facilitate clients' needs including showers, meals, and connection to additional services, and provision of 3 meals per day for clients. Each family will be responsible for monitoring their children and City Net will be responsible for confirming each family is aware of the monitoring requirements and rules for communal areas.

Support Securing Additional Funding and Resources

- Plan should maximize connection to programs for which participants are eligible, for example Medicaid/Medi-Cal, Supplemental Security Income (SSI), Supplemental Nutrition Assistance Program (SNAP), and Social Security Disability Insurance (SSDI). Plan will also include coordination with the SGVRHT, SGVCOG, and City to engage community groups and members by pursuing donations to support the site. This could include donations of food, clothing, funding, or other resources. City Net will not be expected to lead this effort but will be asked to provide recommendations and connections, and support the outreach efforts.
- Plan should include connections to services for children including but not limited to tutoring and homework help. The Proposer will not be responsible for providing these services directly, but will help facilitate site access and program participation.
- Plan should include anticipated direct expenses to support clients including, but not limited to, the purchase of diapers, formula, clothing, and school supplies.

Deliverables: Outline of Operations and Services Plan; Draft & Final Operations and Services Plan

Task 2.1 Site Preparation

City Net will work with the City, SGVRHT, and SGVCOG to identify the initial list of clients to be served at the site. City Net will host a kick-off meeting no later than September 8, 2022 and 3 weekly check-in calls with SGVRHT, SGVCOG, and the City to facilitate initial client enrollment. City Net will provide SGVRHT, SGVCOG, and City with a referral form to ensure all necessary client information is provided to City Net to begin the screening and enrollment process. Once 16 households are identified, City Net will begin to keep a waiting list of at least 8 households. City Net will facilitate on-site client intake and move-ins on site opening date. The site is expected to be fully occupied within 1 week of opening. Site opening date is September 26, 2022.

SGVRHT and City staff will facilitate a site walk through prior to opening.

Deliverables: Referral form; Initial client list (16 households) and waitlist (8 households); attend site walk through

Task 2.2 Site Operation

City Net will operate the site for one year, from September 26, 2022 to September 22, 2023, with the two, one-year options to extend the term if mutually agreed upon by SGVRHT and City Net. City Net will operate the site in accordance with the approved Operations, Staffing, and Services Plan (Plan) and must maintain a 90% or greater occupancy rate. City Net will provide 24/7 security in accordance with the Plan. City Net staffing will follow the levels detailed in the Annual Budget in Exhibit B.

As further detailed in the plan, staffing will include:

- Residential Coordinator- 7 FTE: support client needs including meals and
- Case Manager- 1 FTE: perform client intakes and exits, maintain HMIS data, perform case management and housing navigation
- Site Manager- 1 FTE: Site and program supervision
- Additional staffing to support human resources, finance, and operations

As further detailed in the plan, services will include:

- 24/7 staffing
- 3 ready to eat meals per client daily which are prepared onsite or delivered to the site

Deliverables: Onsite staffing in accordance with Plan; 24/7 security; 3 meals per day for 16 households (estimated 45-50 individuals).

2.3 Closure of Site and Transition of Current Residents

At the end of the one-year pilot program period (unless extended) or upon determination of site closure, City Net will work with SGVRHT, SGVCOG, and the City to provide appropriate housing and shelter for any clients onsite as detailed in the Operations and Services Plan. City Net will provide SGVRHT with a summary of all services provided at the site and a summary of client exits including the transfer of any clients onsite at the time of site closure.

Deliverables: Transfer for all clients onsite; HMIS reporting of site closure and client transfers; final report of all services provided during site operation.

EXHIBIT “B”

COMPENSATION

[Behind this page.]

Exhibit B - Compensation

Compensation will be on a time and materials basis. The total not-to-exceed compensation for all services performed under this Agreement shall be in accordance with the table below and shall not exceed \$997,962.86. Each month, City Net shall furnish to SGVRHT an original invoice, with appropriate backup, for all work performed and expenses incurred during the preceding month.

Baldwin Park Tiny Home Bridge Family Housing Site Annual Budget (16 home units, 45-50 residents)						
Labor						
Title/Role	Description	Fully Loaded Compensation	Hrs/ week	Wks	FTE	TOTAL
Site Manager	Project supervision	\$38.35	40	52	1	\$79,762.80
Residential Coordinator (Bridge Housing Site & Safety Associate)	Support client needs, facility oversight, meals, etc.	\$25.21	40	52	7	\$367,057.60
Regional Shelter	Case management supervision	\$43.08	10	52	0.25	\$22,401.60
Case Manager	Intakes, exits, coordinated entry, housing case management and navigation	\$31.36	40	52	1	\$65,228.80
Data Specialist	HMIS data entry, reporting, data compliance	\$32.98	2	52	0.05	\$3,429.92
Executive leader	Project oversight, quality control, staff deployment, problem solving	\$93.84	4	52	0.1	\$19,518.72
Finance	Payroll, billing	\$45.24	4	52	0.1	\$9,409.92
Human Resources	Staff recruiting, hiring, training, disputes	\$44.14	4	52	0.1	\$9,181.12
Housing Resources	Communications, mobilization local community for advocacy and client resources	\$30.19	8	52	0.2	\$12,559.04
Operations	Inventory, purchasing, technical support	\$41.86	2	52	0.05	\$4,353.44
Labor Subtotal:					9.85	\$592,902.96
Facilities and Shelter Expenses						
Item	Description					TOTAL
Shelter	Furnishing of units: mattresses, mattress coverings, linens, etc.					\$5,000.00

Janitorial	General upkeep, cleanliness, notification of outside maintenance needs	\$10,000.00
Facilities	Pest control	\$10,000.00
Facilities and Shelter Expenses Subtotal:		\$25,000.00
Operations and Program Expenses		
Item	Description	TOTAL
Materials	Toiletries, paper goods, trash bags, non-janitorial supplies	\$11,000.00
Client Services	Meals, snacks and beverages	\$175,000.00
Client Services	Paper goods for meals	\$5,000.00
Client Services	Diapers, formula, clothing, school supplies other child-related expenses	\$10,680.00
Client Services	Pet supplies, equipment, vaccinations	\$3,000.00
Client Services	Client/staff transport (1 vehicle): vehicle lease, gas, vehicle insurance, maintenance	\$24,000.00
Client Services	Fees, rental assistance and move-in costs for: rapid rehousing, sober living homes, room and board, rooms for rent, relocations, etc. Also fees for documentation, local transportation, work expenses, etc.	\$30,000.00
Equipment	Phones, computers (hardware and software) and equipment	\$13,096.00
Materials	Personal Protective Equipment (PPE) for staff and clients (masks, gloves, face shields, proximity suits, safety footwear, trash bags, etc.) with replacements	\$1,000.00
Materials	Uniforms, copies, forms, office supplies, equipment, etc.	\$6,960.00
Materials	IT support and client management software licenses	\$3,000.00
Materials	Financial audit	\$4,800.00
Materials	Liability Insurance	\$1,800.00
Operations and Program Expenses Subtotal:		\$289,336.00
Administration		
Category	Description	TOTAL
Indirect Costs	At a flat 10%: includes general expenses incurred by City Net but not directly borne by the project (utilities, taxes, other types of required insurance not listed above, legal, staff development, contingencies, etc.)	\$90,723.90
Administration subtotal:		\$90,723.90
Project TOTAL		\$997,962.86

Bed Night Total
\$54.68

CITY OF BALDWIN PARK

SECOND AMENDMENT TO THE ASSIGNMENT OF AGREEMENT FOR CONSULTANT SERVICES BY AND BETWEEN SAN GABRIEL VALLEY REGIONAL HOUSING TRUST AND KINGDOM CAUSES, DBA CITY NET AND CITY OF BALDWIN PARK

1. PARTIES AND DATE.

This Second Amendment to the ASSIGNMENT OF AGREEMENT FOR CONSULTANT SERVICES BY AND BETWEEN SAN GABRIEL VALLEY REGIONAL HOUSING TRUST AND KINGDOM CAUSES, DBA CITY NET AND CITY OF BALDWIN PARK Agreement ("Second Amendment") is entered into on the 23 day of September, 2023, by and between the City of Baldwin Park, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 4100 Baldwin Park Boulevard., Baldwin Park, CA 91706 ("City") and Kingdom Causes, DBA City Net, a non-profit, with its principal place of business at 4508 Atlantic Avenue, Suite 292, Long Beach CA 90807 ("Consultant"). City and "Consultant" are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into the ASSIGNMENT OF AGREEMENT FOR CONSULTANT SERVICES BY AND BETWEEN SAN GABRIEL VALLEY REGIONAL HOUSING TRUST AND KINGDOM CAUSES, DBA CITY NET AND CITY OF BALDWIN PARK Agreement dated on the 17 day of August, 2022 ("Agreement").

2.2 First Amendment. The Parties amended the Agreement in order to assign the agreement for consultant services by and between the San Gabriel Valley Regional Housing Trust and Kingdom Causes, DBA City Net to the City of Baldwin Park on.

2.3 Second Amendment. The Parties wish to amend the existing agreement for consultant services by and between the City of Baldwin Park and Kingdom Causes, DBA City Net in order to (1) Extend the agreement for consultant services from 23 day of September, 2023 to the 22 day of September, 2024; and (2) amend the compensation provided.

3. TERMS.

3.1 Amendment. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

Term of Agreement. This Agreement shall take effect September 23, 2023, and shall continue until September 22, 2024 ("Term"), unless earlier terminated pursuant to the provisions herein. The City of Baldwin Park City Council shall have the option to extend this Agreement, up to one additional one-year terms by giving Consultant at least thirty (30) days written notice prior to the expiration of the Term or any extension thereof. Any extended term shall be subject to the same terms and conditions contained herein; provide that Consultant and City shall negotiate any increase in Consultant's hourly rate, but in no event shall the

increase exceed the lesser of 3% or the amount the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the adjustment date (the "Index Month") as reported by the United States Bureau of Labor Statistics.

3.2 Amendment. Amendment of Exhibit B. Exhibit "B" of the existing agreement is hereby amended as shown on Attachment 1 to this Second Amendment I.

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF BALDWIN PARK

KINGDOM CAUSES, DBA CITY NET

By: _____
Emmanuel J. Estrada
Mayor

By: _____
Brad Fieldhouse
Executive Director

ATTEST:

By: _____
City Clerk
Christopher Saenz

APPROVED AS TO FORM:

By: _____
Marco A. Martinez
City Attorney

ATTACHMENT 1

COMPENSATION

Exhibit “B” of the Agreement entitled, “AMENDMENT TO THE ASSIGNMENT OF AGREEMENT FOR CONSULTANT SERVICES BY AND BETWEEN SAN GABRIEL VALLEY REGIONAL HOUSING TRUST AND KINGDOM CAUSES, DBA CITY NET AND CITY OF BALDWIN PARK” has been amended to reflect the one (1) year operating costs for consultant services for Serenity Homes from September 23, 2023 to September 22, 2024. Compensation will be on a time and materials basis. The total not-to-exceed compensation for all services performed under this Agreement shall be in accordance with Table 1 and shall not exceed One Million One Hundred and Sixty-Five Thousand Six-Hundred and Seventy-Seven Dollars and 35/100 cents (\$1,165,677.35). Each month, City Net shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in accordance with funding requirements and sources.

Table 1: Budget

Task	Not-to-Exceed Amount
Task 1.1 Consultant Services for Site Operations	\$1,165,677.35
Total	\$1,165,677.35

Baldwin Park Serenity Homes Annual Operations Budget (16 units, 50 beds) September 23, 2023 - September 22, 2024
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Labor

Title/Role	Description	Full Comp	Hrs/ week	Wks	FTE	TOTAL
Regional Shelter Deputy Director	Project compliance with management, operations and public safety standards	\$48.77	12	52	0.30	\$30,432.48
Site Manager	Project supervision and program implementation	\$44.90	40	52	1.00	\$93,392.00
Res Coordinator, AM Shift	Facility oversight, meals, program coordination, etc.	\$27.99	40	52	2.80	\$163,013.76
Res Coordinator, PM Shifts	Facility oversight, meals, program coordination, etc.	\$29.21	40	52	5.60	\$340,238.08
Case Manager II	Housing case management and navigation/McKinney Vento Coordinator?	\$34.23	40	52	1.00	\$71,198.40
Data Analyst	HMIS data entry, reporting, data compliance	\$36.26	8	52	0.20	\$15,084.16
Community Engagement	Align activities with community stakeholders and generate resources for client needs	\$47.36	5	52	0.13	\$12,313.60
Executive leadership	Project oversight, quality control, staff deployment, problem solving	\$99.79	2	52	0.05	\$10,378.16
Finance non-exempt	Payroll, billing, financial controls	\$33.93	2	52	0.05	\$3,528.72
Finance exempt	Payroll, billing, financial controls	\$61.50	3	52	0.08	\$9,594.00
HR exempt	Staff recruiting, hiring, training, disputes	\$35.57	2	52	0.05	\$3,699.28
HR non-exempt	Staff recruiting, hiring, training, disputes	\$61.50	2	52	0.05	\$6,396.00
Operations non-exempt	Inventory, purchasing, technical support	\$33.76	2	52	0.05	\$3,511.04
Operations exempt	Inventory, purchasing, technical support	\$46.29	2	52	0.05	\$4,814.16

Labor Subtotal:	11.40	\$767,593.84
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Client Services Expenses	
Advertising	100
Business Development	200
Client Services	300
General and Administrative	400
Professional Fees	500
Travel	600
Utilities	700
Depreciation	800
Insurance	900
Interest	1000
Income Taxes	1100
Other	1200
Total	7000

Item	Description	TOTAL
Local Transportation	Client/staff transport (1 vehicle): vehicle lease, gas, vehicle insurance, maintenance	\$24,960.00
Meals	Meals, snacks and beverages	\$135,200.00
Supplies (all program, client, pet, site)	Paper goods for meals, Pet supplies and services (eg. vaccinations) when needed, Toiletries, paper goods, trash bags, non-janitorial supplies, PPE for staff and clients (masks, gloves, safety footwear, trash bags, etc.), on site office supplies, staff uniforms, copier, etc.	\$28,413.00
Client Services Fund	Fees, rental assistance and move-in costs for: rapid rehousing, sober living homes, room and board,	\$21,500.00
Janitorial/maintenance	Handyman for general upkeep, cleanliness, notification of outside maintenance needs	\$22,500.00
Facilities	Furnishing of units: mattresses, mattress coverings, linens, etc.	\$2,500.00
Facilities	Pest control	\$2,400.00

Client Services Subtotal:	\$237,473.00
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	\$	709	\$	687	(22)	
Operations Expenses						

Item	Description	TOTAL
Equipment	Phones, computers (hardware and software) and equipment	\$8,000.00
Materials and Supplies	IT support and client management software licenses	\$13,740.00
Materials and Supplies	Financial audit	\$6,840.00
Materials and Supplies	Liability Insurance	\$6,870.00
Shelter Contingency	At 2.5% of labor, client services and operations to cover cost increases/disruptions/shortages in	\$19,189.85

Operations Expenses Subtotal:	\$54,639.85
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Indirect Expenses	
Depreciation	100
Repairs	50
Insurance	20
Utilities	30
Supplies	10
Travel	15
Postage	5
Telephone	10
Other	5
Total	245

Category	Description	TOTAL
De minimis rate for non-federal entity	Per 2 CFR 200.414-11, de minimis rate established for non-Federal entities who do not have negotiated Indirect Cost Rate. This fee is charged at a rate of 10% to offset expenses incurred by the	\$105,970.67

Indirect subtotal:	\$105,970.67
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Project TOTAL	\$1,165,677.35
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Notes

Rates current as of 6/23/23. Annual renewal would require review of rates for costs, materials and supplies plus COLA tied to local consumer price index. New contracts require 90-day startup time and 20% advance payment. Advance payment will be credited proportionately on each monthly invoice.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Enrique C. Zaldivar, Chief Executive Officer
PREPARED BY: Shirley Quinones, Chief Deputy City Clerk
DATE: September 6, 2023
SUBJECT: Review of Commission Applications and Consideration of Appointments to Fill the Scheduled Vacancies for the Recreation and Community Services Commission.

SUMMARY

This report requests that the City Council review applicants and appoint the remaining commissioners to the Recreation and Community Services Commission.

RECOMMENDATION

It is recommended that the City Council review all commission applications for the Recreation and Community Services Commission and make respective appointments.

FISCAL IMPACT

There is no fiscal impact with this action.

BACKGROUND

A Public Notice of Commissioners was posted in accordance with Government Code Sections 54972 and Baldwin Park Municipal Code Chapter 32.

All Commission applications included residency verification (via review of a driver's license and a current utility bill). Said documentation is on file in the City Clerk's Office under advisement.

DISCUSSION

During the City Council Meeting of July 19, 2023, the City Council appointed Anita Diaz, Roman Rodriguez and Cecelia Bernal to the Recreation and Community Services Commission.

However, there still remained 5 vacancies on the commission, therefore the City Council directed staff to keep the Notice of Commissioner open for the remain vacancies in the Recreation and Community Services and Housing Commission. While the remaining Recreation and Community Services is composed of eight (8) members, five (5) are voting members. Currently there are only three (3) voting members appointed but have not been sworn in.

RECREATION/COMMUNITY SERVICES COMMISSION:

Eight (8) Recreation/Community Services Commissions Seats open.

Term: Seats No. 1-5 : July 1, 2023 thru June 30, 2025

Seats No. 6-8: July 1, 2023 thru June 30, 2024

* Office #6 – Baldwin Park High School

* Office #7 – Sierra Vista High School

* Office #8 – North Park High School

Current Members:

OFFICE #1- Anita Diaz	Voting Member	TERM EXPIRES – JUNE 30,2025
OFFICE #2- Roman Rodriguez	Voting Member	TERM EXPIRES – JUNE 30, 2025
OFFICE #3- Cecelia Bernal	Voting Member	TERM EXPIRES – JUNE 30, 2025
OFFICE #4 - Vacant	Voting Member	TERM EXPIRES – JUNE 30, 2025
OFFICE #5 - Vacant	Voting Member	TERM EXPIRES – JUNE 30, 2025
OFFICE #6 - Vacant	Non-Voting Student	TERM EXPIRES – JUNE 30, 2024
OFFICE #7 - Vacant	Non-Voting Student	TERM EXPIRES – JUNE 30, 2024
OFFICE #8 - Vacant	Non-Voting Student	TERM EXPIRES – JUNE 30, 2024

Applications received from the following (*applicants listed alphabetically by first name*):

For Office Seats 4 & 5:

1. *Juan Rios*
2. *Norma Olmos*

For Office Seats 6 & 7 (High School Students)

1. *Itzel Guadalupe Herrera (Sierra Vista High School)*
2. *Lesly Martinez (Baldwin Park High School)*

ALTERNATIVES

The City Council could make appointments at its next regularly scheduled City Council Meeting and designate the current incumbents to continue serving in their current capacity until said appointments are made, as prescribed by the Baldwin Park Municipal Code Section 32.03(B).

LEGAL REVIEW

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

ATTACHMENTS

1. 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



APPLICATION IS FOR THE FOLLOWING CATEGORY:
(A separate application is required for each commission)

Parks & Rec.

PERSONAL INFORMATION:

Name Juan Rios
Residence Address [REDACTED]
Length of time at this Address: 22 Email address: None
Home Phone No. None 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>Imperial Valley College</u>	<u>Science/History</u>	<u>Yes</u>

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer(s)	Position Title	Dates of Employment
<u>GREENCROSS Corp/LA</u>	<u>Operation Manager</u>	<u>1984/2004</u>

REFERENCES: Please provide the names of two (2) people, 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>Steve Lutter</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>Art Luna</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.

8/14/2023
Date

[REDACTED]
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: _____

SEE BACK →

Name

Juan Rios

Committee Requested:

Parks & Rec

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 have been an active resident of BP for years trying to help our city keep clean and help stop corruption. I actively go to the council meetings to talk. I have been active in Little League for over 20 years and also was president of the high school basketball league. I want to be involved in our community to be safe for our kids and help our seniors.

Date:

8/14/2023

Signature

[Redacted 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.

DEADLINE TO SUBMIT APPLICATION IS THURSDAY, JUNE 8, 2023 at 5:00 p.m.

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 CATEGORY:
(A separate application is required for each commission)

Parks and Rec Commission

PERSONAL INFORMATION:

Name Norma Olmos

Residence Address [REDACTED]

Length of time at this Address: 24 years 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? 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 GED? no

Name and Location of College or University	Course of Study	Degree
<u>Cerritos College</u>	<u>Business Admin</u>	<u>no</u>

EMPLOYMENT INFORMATION / EXPERIENCE:

Name and Address of Employer(s)	Position Title	Dates of Employment
<u>N/A</u>		

REFERENCES: Please provide the names of two (2) people, who are not City of Baldwin Park Elected or Appointed Officials and who can comment on your capabilities and character.

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

7/25/23

Signature [REDACTED]

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: _____

SEE BACK →

Name

Norma Olmos

Committee Requested

Parks and Rec. 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

I've been a resident of Baldwin Park for over 25 I grew up on El Monte married to Ruben Olmos for 31 years we have five children Erika, Ruben, Eduardo Salvador (my senior) Baldwin Park High School, Bianca

I've been involved throughout the years with the school site councils the city, different projects. I was with the safe streets for schools. The campaigning throughout the city. I just did a lot of volunteer work in the city and the school district. Any projects anything that concerns the city you name it and I'm there

The committee that I'm requesting to be appointed to is parks and Rec I can make a difference I can see what the kids want. I'm very well-known in the committee through children from all ages ^{they} you feel comfortable to talk to me also the residence come to me for advice what should we do? What do you think and I try to give them the best advice I can I've been very busy with my family and my children ~~now~~ now is a good time for me to get more involved as a commissioner for starters of the CITY OF BALDWIN PARK.

Date

7/25/23

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.

DEADLINE TO SUBMIT APPLICATION IS THURSDAY, JUNE 8, 2023 at 5:00 p.m.

**CITY OF BALDWIN PARK
RECREATION / COMMUNITY SERVICES OFFICE OF THE CITY CLERK
STUDENT COMMISSION INFORMATION FORM**

AUG 28 2023

Sierra Vista High School

Name of High School

RECEIVED

PLEASE PRINT

PERSONAL INFORMATION: [To be completed by Student]

Name Itzel Guadalupe Herrera

Residence Address [REDACTED]

Age: 17 Date of Birth: [REDACTED] Social Security # [REDACTED]

Home Phone No. [REDACTED] Message Phone No. [REDACTED]

E-mail address: [REDACTED]

Grade: 12th Grade Graduation Year: 2024

Name of Parent(s) or Guardian(s) [REDACTED]

Student lives with: ☒ Both Parents ☐ Mother ☐ Father ☐ Guardian

Person to call in case of emergency: [REDACTED]

Phone No.: [REDACTED]

07/20/23
Date

[REDACTED]
Student's Signature

[REDACTED]
Parent/Guardian Signature

For Office Use Only

Appointment Date: _____

Re-Appointment Date: _____

Comments: _____

cc: ☐ Personnel Department ☐ Recreation Director ☐ Recreation Secretary

LETTER OF RECOMMENDATION

Student's Name Itzel Herrera

Name of School _____ Graduating Class of _____

Home Address _____

Home Phone _____

Note to Principal: Please provide a written letter of recommendation for the above named student.

Date: 12/1/00

Principal's Signature _____



Sierra Vista High School

"Home of the Dons"

3600 North Frazier Street • Baldwin Park, CA 91706

(626) 960-7741 • Fax (626) 856-4050

H. Vincent Pratt
Principal

Alma Canal
Assistant Principal

Norma Cervantes
Assistant Principal

Stacey Merrick
Assistant Principal

Laura Glaviano
ASB Director

To: To Whom It May Concern

August 24, 2023

Subject: Itzel Herrera

It is my pleasure to write a letter of recommendation for Itzel. I have had the opportunity to work with her during her years at Sierra Vista High School. I have great respect for her work and dedication. Itzel has proven throughout to be reliable and caring in providing leadership services to our students, staff, and community. She demonstrates leadership skills as Next Gen Youth Worker for 2 years and working during those summer months at City Hall. She also is a Dual Language student and serves as a leader in the AP Spanish Club.

Itzel has been a wonderful addition to our school as she brought key leadership qualities in the classroom as well as athletics. Our student population attending Sierra Vista consisted of students that qualify under Title I, many experienced great challenges during and post COVID. Our school's focus has been to face these challenges and ensure our students complete the academic, social, and emotional components in this comprehensive environment. Itzel not only met those challenges but goes a step above to ensure that she brings others along as well.

She is competitive on the field and in the classroom. She motivated girls to sign up and play for the girl's flag football team here, even before it was ever a sanctioned CIF sport. Regardless of the obstacles faced with being the only girls flag football team in San Gabriel Valley, which would require us to travel 35+ miles to Orange County for play, she encouraged us and others to give it 100%.

She demonstrates her leadership, communication, creativity, and problem-solving skills daily as a student and athlete. She worked closely with administration on various issues and while being a wonderful ambassador for our school.

Another area that I find unique with Itzel is that of her respect toward fellow faculty, staff, and students. Her mannerism is very noticeable and greatly appreciated by everyone. She accepts criticism and seeks advice when she experiences minor setbacks.

BALDWIN PARK UNIFIED SCHOOL DISTRICT



Sierra Vista High School

"Home of the Dons"

3600 North Frazier Street • Baldwin Park, CA 91706
(626) 960-7741 • Fax (626) 856-4050

H. Vincent Pratt
Principal

Alma Canal
Assistant Principal

Norma Cervantes
Assistant Principal

Stacey Merrick
Assistant Principal

Laura Glaviano
ASB Director

She looks for ways to improve in all aspects of academia as well as the overall culture of the school. She genuinely cares for others in our school and desires set high expectations for herself as well as the school and community.

Itzel will bring a wealth of experience in diversity and community involvement to your program. I do not hesitate to recommend her to the position that she is seeking.

Respectfully,

H. Vince Pratt

Principal

CITY OF BALDWIN PARK
RECREATION / COMMUNITY SERVICES
STUDENT COMMISSION INFORMATION FORM

OFFICE OF THE CITY CLERK

AUG 24 2023

Baldwin Park High School
Name of High School

RECEIVED

PLEASE PRINT

PERSONAL INFORMATION: [To be completed by Student]

Name Lesly Martinez

Residence Address [REDACTED]

Age: 16 Date of Birth: [REDACTED] Social Security # [REDACTED]

Home Phone No. [REDACTED] Message Phone No. [REDACTED]

E-mail address: [REDACTED]

Grade: 11th Graduation Year: 2025

Name of Parent(s) or Guardian(s) [REDACTED]

Student lives with: ☒ Both Parents ☐ Mother ☐ Father ☐ Guardian

Person to call in case of emergency [REDACTED]

Phone No.: [REDACTED]

8-24-23
Date

Lesly Martinez
Student's Signature

[REDACTED]
Parent/Guardian Signature

For Office Use Only

Appointment Date: _____

Re-Appointment Date: _____

Comments: _____

cc: ☐ Personnel Department ☐ Recreation Director ☐ Recreation Secretary

LETTER OF RECOMMENDATION

Student's Name Lesly Martinez

Name of School Baldwin Park High School Graduating Class of 2025

Home Address: [REDACTED]

Home Phone _____

Note to Principal: Please provide a written letter of recommendation for the above named student.

Date: _____

Principal's Signature _____



Eric D. Lopez,
Principal

HOME OF THE BRAVES

Kenneth Miralles, Ed. D.

Assistant Principal

Ana Richardson

Assistant Principal

Alyflor Navalta

Assistant Principal

Silvia Peregrina

ASB Director

August 24, 2023

Ana Richardson
Assistant Principal
Baldwin Park High School
3900 N. Puente Ave.
Baldwin Park, CA 91706

To whom it may concern;

It is my great pleasure to recommend Lesly Martinez for employment with your organization. Lesly is now a Junior here at BPHS. There have been no reports of any discipline issues and she has shown excellent citizenship. Lesly receives good grades and has shown great improvement in attendance and showing up for all of her classes on time.

Lesly is friendly and outgoing and is respected and liked by her peers. I believe that she would be a great addition to your organization.

Sincerely,

Ana Richardson
Assistant Principal



STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Enrique Zaldivar, Chief Executive Officer
Ron Garcia, Director of Community Development
Julia Sylva, Cannabis Special Counsel

DATE: September 6, 2023

SUBJECT: The City of Baldwin Park Commercial Cannabis Program
Policy Update Discussion and Request for Direction

SUMMARY

The purpose of this staff report is to receive direction from the Council concerning policy updates to the City's commercial cannabis program.

RECOMMENDATION

It is recommended the City Council provide direction to Staff to return for adoption a recommended Updated Commercial Cannabis Policy for the future of the City's Commercial Cannabis Program (Cultivation, Manufacturing, Distribution, and Retail). Final policy will be established by Resolution.

FISCAL IMPACT

Fiscal impacts related to the City's commercial cannabis program policy update depends on the adoption of the Community Benefit Fee tier structure. In general, the proposed fees are intended to reflect the City Council's goal to lower the fees in response to cannabis operators requests to make the fees more equitable.

BACKGROUND

On August 9, 2017, the Planning Commission heard AZC- 183 and approved resolution PC 17-13, recommending the City Council approve and adopt an amendment to the City's Zoning Code allowing Commercial Cannabis Activity within the IC, Industrial Commercial and I, Industrial Zones and deleted Sections 153.120.330.C and 153.120.330.D, which were in conflict with the proposal to allow Adult and Medical Cannabis Cultivation, Manufacturing and Distribution. On August 16, 2017, the City Council approved a Zoning Text Amendment (Ordinance 1401) and approved Ordinance 1400 adding Chapter 127 of Title IX (Business Regulations), adding Medical and Adult use of Cannabis.

On December 13, 2017, the City Council amended Chapter 127, approving Ordinance 1403 requiring 600-foot distance criteria from Commercial Cannabis Activity for schools, day-care centers, parks or youth centers and increased the number of cannabis permits allowed from fifteen (15) to twenty (20).

On March 21, 2018, the City Council approved Ordinance 1408 amending Chapter 127 to increase the number of Adult and Medical Cannabis permits allowed up to twenty-five (25). The second reading of the ordinance was held on April 4, 2018, approving Ordinance 1408.

On November 11, 2019, the City Council approved Ordinance 1442 and 1443 amending Chapter 127 and 153 to reduce the distance requirement from a cannabis manufacturing site from 50 feet to 25 feet to a dwelling unit within a residential zone for a manufacturing site that exclusively manufactures edible

cannabis products and incorporate Chapter 127 into Chapter 153 of the City's Municipal Code for clarity and consistency. The second reading of the ordinances was held on November 20, 2019.

On October 20, 2021, The City Council approved ordinance 1460 and 1461 amending Chapter 127 and 153 to reduce the distance requirement from a cannabis distribution site from 50 feet to 24 feet to a dwelling unit within a residential zone, increase the maximum size of a cannabis distribution facility from 22,000 square feet to 40,000 square feet and minor grammatical amendments to ensure consistency throughout the commercial cannabis standards. The second reading of the ordinances was held on November 3, 2021.

In November 2022, the City electorate voted to approve a retail initiative ("Measure CB"), including revenue-raising taxes initially set at four percent (4%). The Retail Initiative requires the retailer to maintain the underlying active non-retail cannabis license and be in good standing at all times, including after the issuance of the retail license.

On February 15, 2023, The Council held a policy discussion regarding the future of the City's Commercial Cannabis Program. The City Council also approved Ordinance 1501 to recodify and re-order the City's existing commercial cannabis regulations that includes voter approved Measure CB, as well as the Measure CB tax provisions, into one coherent ordinance to make it easier for staff to implement and the public to understand. The second reading of the ordinance was held on March 1, 2023.

On March 15, 2023, The City Council adopted City Council Resolution 2023-11 and 2023-12 amending the City's Planning Fee Schedule to set application fees charged to commercial cannabis applicants and set the max set the maximum number of commercial cannabis cultivation, distribution, and manufacturing permits to no more than twenty-one (21).

On January 18, 2022, per request from the Director of Community Development, the City executed a professional services agreement under the authority of the City Manager with HdL Companies to provide Cannabis Management Services including the preparation of a Public Benefit Fee Study. The study included an assessment of licensed cannabis activity in Baldwin Park and recommendations of possible restructuring of the cannabis fees based on rates charged by nearby jurisdictions and around the state (Attachment, 1).

DISCUSSION

Staff undertook a comprehensive analysis regarding local government regulation of commercial cannabis activity in the State of California. Staff worked with the City Attorney, Special Cannabis Counsel, consultants, City staff, and the California Department of Commercial Cannabis Control, for assistance in this analysis to establish fair and equitable terms and conditions for granting licenses. After months of research and analysis, Staff has prepared a Commercial Cannabis Program Policy Update and a tier fee structure for Council's consideration and direction.

Transition from Development Agreement to Commercial Cannabis Agreement.

Originally, the City executed non-statutory development agreements with the commercial cannabis operators; then they were amended to statutory development agreements; generally, all had terms of fifteen (15) years. The fees consisted of a one-time \$15,000 Administrative Fee, \$50,000 annual Public Safety Fee, and \$220,000 Mitigation Fees (\$10 per square foot, maximum facility size 22,000 square feet). The fee would increase by \$55,000 in Year Two and Year Four. However, Staff is recommending a transition to the use of a Commercial Cannabis Agreement (CCA), which would be non-statutory, and identifies the annual Community Benefit Fee, which is negotiated at arms-length with applicant to provide CITY commensurate benefit based on a private benefit conferred upon applicant, and which would be deposited into the General Fund. Additionally, the CCA will require an Application Deposit Fee (for reasonable Reimbursable Costs) for processing of the Commercial Cannabis Agreement. The Retail tax was set by Measure CB. As for Cultivation, Manufacturing, and Distribution, the Community Benefit Fee would be set by the proposed tier fee depending on "Premises" square footage (as defined

by the DCC Regulations-generally excludes any rooms not approved for cannabis activity e.g. restrooms, break rooms, kitchens, office space, vacant space, loading docks, etc.). Below is recommended tier based on total size of premise area.

Tier	Sq. Ft. of Cannabis Premise	PROPOSED Tiered Fee
1	0 - 10,000 Sq. Ft.	\$175,000
2	10,001 - 12,500 Sq. Ft.	\$200,000
3	12,501 - 15,000 Sq. Ft.	\$225,000
4	15,001 - 17,500 Sq. Ft.	\$250,000
5	17,501 - 20,000 Sq. Ft.	\$275,000
6	20,001 - 22,000 Sq. Ft.	\$300,000
7	22,001 + Sq. Ft.	\$350,000

Key Changes in the CCA.

Staff recommends key changes in the CCA (Attachment, 2), which are applicable to all operators, including retail:

1. Five-Year Term--for stronger enforcement powers for City Council;
2. Timing of Payment--The annual Community Benefit Fee (CBF) is due six (6) months after issuance of the Certification of Occupancy (COO);
3. Reassessment of Community Benefits Fee. The CBF is subject to reassessment by the CITY every five (5) years, after execution of the CCA; thereafter, the CITY may, in its sole discretion, based upon public policy, set a new CBF, which will be applied in years 6-10; thereafter, CITY will set new CBF, which will be applied in years 11-15. No one factor is dispositive in the CITY's determination of the new CBF.
4. Quarterly Installment Payments—the annual CBF may be paid in quarterly installments;
5. No Public Safety Fee—CITY will no longer impose a fee of \$50,000;
6. Personal Guaranty or Performance Bond—required as further security for payment of the annual CBF;
7. Self-Distribution--we propose that the CITY authorize self-distribution, wherein, operators may self-distribute their own product, not the product of third parties; we propose an annual fee of \$2,000 (a maximum of \$10,000 for five-year term);
8. Nonpayment Penalties--If fees are late, after 30 days, CITY may impose a penalty of 25% of the total amount due; additionally, the City may refer to collections agency, for an additional collection fee of nineteen percent (19%);
9. Amendments to CCA--allows the CEO to make minor amendments and the City Council to make major amendments to the CCA;
10. Bundling--allows bundling of Cultivation, Manufacturing, and Distribution in sets of any two (2) out of any three (3) under a single Community Benefits Fee (e.g. an operator can operate two of the activities and only pay one fee).
11. Commercial Cannabis Banking--CITY will no longer accept cash payments for any fees or costs associated with the CCA; applicants are required to establish a banking relationship that allows

for payments to the CITY via company check, cashier's check, or money order; alternatively, they may wire funds and/or ACH directly to the CITY.

12. Wage Creation--Applicant is required to make reasonable, good faith efforts to employ at least forty percent (40%) of the Project's workforce consisting of CITY residents.
13. Commencement of Project--Within six (6) months after the execution of the CCA, applicant shall commence the submittal of applications for and use entitlements, permits, etc.; if not, CITY shall have the right to Terminate the CCA; the CITY, at its sole and absolute discretion, may grant extensions...
14. Events of Default--Failure to move forward in good faith to obtain a Certificate of Occupancy (COO); failure to pay CBF...

CURRENT CANNABIS ACTIVITY

Active Commercial Cannabis Operators.

Currently, the following commercial cannabis operators are actively operating in the City including:

- A. 428 Clover Leaf (Cultivation);
- B. BP Tale Corp (Manufacturing);
- C. Green Health Industries, LLC (Cultivation);
- D. Jenome Research (Cultivation);
- E. RD Baldwin Park/Tropicana (Manufacturing);
- F. Rukli, Inc. (Distribution);
- G. Tier One (Manufacturing);
- H. VRD (Manufacturing); and
- I. Pacific Cultivation, LLC (Cultivation/Manufacturing) Pending Final Inspection.

Applications Pending.

Currently, the City has three (3) new commercial cannabis applications and one (1) existing ownership amendment application in process:

- A. Mission Creek Ventures, LLC (formerly Takhtams Village of Indians, Inc.), for Cultivation License*; and
- B. Green Health Industries, LLC, for Ownership amendment. *
- C. RD X Catalyst Baldwin Park LLC (Catalyst) for Retail License.
- D. BMPB Enterprises, LLC, for Cultivation License.

*Prepared for Council **consideration** upon adoption of Cannabis Policy Update.

Limits on the Number of Cannabis Permits

When the number of cannabis permits and applications reached 21, Staff recommended to Council that the number of cannabis permits available in the City be capped at 21. This cap would enable staff to "pause" the on-going review of cannabis applications and allow staff to complete this analysis to determine if additional changes to the cannabis program are necessary. The cap was adopted by the Council in March of 2023 and remains in place at 21 maximum permits. The City is pursuing abandonment and surrender of applications/licenses, as appropriate, which would allow City to remain within the cap for any new applications.

Administrative Procedures Fines and Penalties for Illegal Cannabis Activity.

Adopt an ordinance setting administrative fines or penalties for the violation of building, plumbing, electrical, or other similar structural, health and safety, or zoning requirements if the violation exists as a result of, or to facilitate, illegal cannabis activity. This action would protect the City's cannabis industry and assist in deterring illegal cannabis activity while penalizing illegal operators and property owners who knowingly allow illegal cannabis activity.

Commercial Cannabis Tax Rates

Direct staff to investigate the benefits of a Tax Measure to set tax rate ranges for commercial cannabis businesses (Cultivation & Manufacturing, Distribution, and Retail).

Future Council Actions

Depending on Council direction on recommended Commercial Cannabis Program Policy Update, the following actions will be on the Agenda for the next regular Council meeting of September 20, 2023:

1. Community Benefit Fee. Resolution Establishing Recommended Commercial Cannabis Community Benefit Fees and Fees based on Tier Structure; and
2. Final Version of the Commercial Cannabis Agreement (CCA)

LEGAL REVIEW

This report and the attachment have been reviewed and approved by the City Attorney and Cannabis Special Counsel as to legal form and content.

ATTACHMENTS

1. Commercial Cannabis Public Benefit Fee Study, Prepared by HdL Companies.
2. Draft Commercial Cannabis Agreement (CCA).



April 20, 2022

Comparison of Cannabis Regulatory Programs

Earlier this year, Baldwin Park City staff requested HdL Companies (HdL) to conduct an initial assessment of licensed cannabis activity in Baldwin Park. Specifically, City staff asked HdL to review the terms of Public Benefit Fees negotiated with cannabis operators, and recommend possible restructuring of the fees to encourage sustainable development of the industry. The following report summarizes the findings of HdL's assessment.

Summary of Existing Cannabis Market in Baldwin Park

To initiate the assessment, HdL reviewed the status of the existing local cannabis market in Baldwin Park. Currently, the City authorizes four types of commercial cannabis activities:

- Cultivators – Facilities where cannabis is planted, grown, harvested, dried, cured, or trimmed
- Manufacturers – Facilities that compound, blend, extract, infuse, or otherwise prepare cannabis products (edibles, vaporizers, etc.)
- Distributors – Facilities where cannabis goods are stored, packaged, labeled, inspected for quality assurance, and/or transported between cannabis businesses
- Testing Laboratories – Facilities that test cannabis goods for potency (THC, CBD, etc.) and various forms of contamination (mold, pesticides, heavy metals, etc.)

The City maintains a cap of twenty-five cannabis business permits, exclusive of distribution. Currently, there are seventeen cannabis permit holders, and eight are currently operating. In March of this year, HdL Companies visited all eight of the permitted and operating cannabis facilities in Baldwin Park, to solicit feedback from business owners on the existing Public Benefit Fee structure. The specific businesses that HdL visited include: Jenome Research, Baldwin Park Tale Corp., RUKLI Inc., Clover Leaf LLC, RD Baldwin Park, VRD Inc., Tier One Consulting, and Green Health Industries LLC.

During site visits, HdL observed that a portion of the licensed businesses had temporarily idled equipment and/or closed entire sections of their facility. Of the eight licensed businesses in the City, only three of the businesses appeared to be operating at normal capacity. Of the five remaining businesses, four were operating at partial capacity, and one had ceased operations altogether and removed equipment out of the facility.

The operators that HdL spoke with identified a number of local and statewide challenges that have resulted in the majority of licensed businesses being unable to reach their full operational capacity. One of the challenges consistently cited by businesses was the Public Benefit Fee structure negotiated with the City.

Summary of Existing Public Benefit Fee Structure

The negotiation of Public Benefits is one of the first steps involved in obtaining a cannabis business permit in Baldwin Park. According to the City, Public Benefits are intended to balance the "substantial private benefits" conferred to the business owner with "commensurate public benefits" to the community.

Specifically, Public Benefits include fees that each operator must pay to the City, on an annual basis, for the privilege of conducting commercial cannabis activity in Baldwin Park.

Because Public Benefit Fees are independently negotiated with each cannabis operator, the terms of the fee may differ by business. In preparation of this report, HdL reviewed existing agreements with Baldwin Park cannabis operators, and identified the most common terms outlined in the Public Benefit section. These terms, summarized below, serve as the basis of analysis for the remainder of this fiscal report.

	Public Benefit Fee					Police Mitig. Fee
<i>Unit</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Annual</i>
<i>Max Square Feet</i>	22,000	22,000	22,000	22,000	22,000	N/A
<i>\$ / Sq. Ft.</i>	\$10.00	\$12.50	\$12.50	\$15.00	\$15.00	N/A
Amount Due	\$220,000	\$275,000	\$275,000	\$330,000	\$330,000	\$50,000

The Public Benefit Fee is set at an initial rate of \$10 per square foot, applied to a maximum of 22,000 square feet, regardless of the actual size of the proposed cannabis facility. Because none of the existing licensed businesses in Baldwin Park currently utilize the maximum 22,000 square feet of commercial cannabis space, the Public Benefit Fee can be thought of as flat fee of \$220,000, charged to each business for the right to engage in commercial cannabis activity at any scale. Businesses have the option to expand their operation up to a maximum of 22,000 square feet under their existing permit.

In addition to a flat fee of \$220,000, existing businesses are required to pay a separate fee of \$50,000 to the City to “mitigate the impact of the cannabis business on the City and its resources which includes, but is not limited to... part of a police officer’s salary and/or benefits.” By including this \$50,000 fee, businesses are required to pay a total Public Benefit of \$270,000 to the City during the first year of operation. The fee increases by \$55,000 in Year Two and Year Four. After Year Five, the fee is subject to reassessment by the City. If the City and Owner cannot agree to new Public Benefit Fee terms by the conclusion of Year Five, the permit will automatically terminate.

The methodology used by the City of Baldwin Park to generate Public Benefits from cannabis businesses is unique among California cities. HdL is not aware of any other City that sets a maximum of 22,000 square feet for all business types, and charges a fee based upon the maximum square footage allowed. One possible precedent for this approach is the current State limitation on indoor cultivation, which prohibits any licensee from growing more than 22,000 of total canopy within a facility. However, this restriction applies to mature (i.e. flowering) plants only, and does not apply to immature (i.e. non-flowering) plants. The State also does not apply this restriction to other types of commercial cannabis activity, including curing, trimming, processing, extracting, infusing, distributing, testing, etc. Baldwin Park includes all of these activities within its 22,000 square foot cap.

Despite the uncommon design, the next section of this report will compare Baldwin Park fees to the rates charged by other jurisdictions. This comparison is important because it will help determine whether current Public Benefit Fee rates are sustainable for businesses. If the Public Benefit Fee is consistently above what other jurisdictions charge cannabis businesses, the fee will negatively impact the ability of local businesses to compete with other operators throughout California. Over the long run, local fees that significantly exceed statewide averages may result in operators suspending operations and/or relocating to jurisdictions with a lower fee or tax structure.

Comparison of Baldwin Park Fee Structure to Other Jurisdictions

In the last few years, as the legal cannabis market has matured and competition has increased, wholesale cannabis businesses have become much more sensitive to the total amount of fees and/or taxes charged by local jurisdictions. Statewide competition is driven by the fact that cannabis is a high-value, low mass product that is easy to package, store and transport. As a result, wholesale cultivators in Baldwin Park compete not only with licensed cultivators in Los Angeles County, but other large-scale growers in Santa Barbara County, Humboldt County and Mendocino County. Similarly, Baldwin Park manufacturers compete not only with manufacturers in Long Beach and Costa Mesa, but manufacturers as far away as San Diego, Santa Rosa, and Sacramento. Therefore, how Baldwin Park fees compare to the rates charged by other jurisdictions will have a much greater impact on the development of the local cannabis industry over the next five years than it did over the previous five years, when the Baldwin Park program first started.

To compare across jurisdictions, it is important to first understand the key structural differences between the Baldwin Park Public Benefit Fee, and the standard methodology utilized by other cities to collect revenues from the cannabis industry. First, unlike most other cities in California, the City of Baldwin Park does not charge a cannabis business license tax. Instead, the Public Benefit Fee serves as the primary source of income that the City uses to offset cannabis impacts and fund other public needs. Most other cities rely upon a cannabis business license tax to generate local revenues.

From the perspective of businesses however, the Public Benefit Fee imposes a similar burden relative to a tax. As with a tax, the cost of the Public Benefit Fee must be paid by the business through its operating capital, with enough revenue remaining to support the business on an ongoing basis. From this standpoint, a direct comparison between the Public Benefit Fee and taxes imposed by other jurisdictions is possible, with some modifications.

Specifically, to make a comparison, it is necessary to first convert the Baldwin Park fee to an estimated “gross receipts” percentage. This conversion is necessary because most other cities in California charge a percentage tax on gross receipts, which fluctuates with actual revenues generated. Baldwin Park, by contrast, charges a flat fee of \$10 per square foot, based upon an assumed maximum facility size of 22,000 square feet, plus an additional fee of \$50,000 for police mitigation.

To create an apples-to-apples comparison, HdL prepared the following table, which converts the \$270,000 fee to an annualized “gross receipts” rate, assuming a range of possible revenues generated by cannabis businesses. The range of revenues is based upon the average gross receipts that HdL has directly observed across the industry over the past 5 years:

Conversion of Baldwin Park Square Footage Fee to Gross Receipts Rate	Revenue Tiers for Cannabis Wholesale Businesses			
	Low (0-30%)	Mid (30-60%)	High (60-90%)	Top (90-100%)
Est. Wholesale Revenue	\$500,000	\$1,000,000	\$4,000,000	\$10,000,000
Baldwin Park Fee	\$270,000	\$270,000	\$270,000	\$270,000
Equivalent Tax Rate	54.0%	27.0%	6.8%	2.7%

In this table, the “Low” tier represents the bottom 30% of wholesale businesses in California, which HdL estimates earn an average gross receipts of \$500,000 per year. The “Mid” tier represents the next 30-60% of wholesale businesses in California, which HdL estimates earn an average gross receipts of \$1M per

year. The “High” tier represents the top 60-90% of wholesale businesses in California, which HdL estimates earn an average gross receipts of \$4M per year. Finally, the “Top” tier represents the top decile of wholesale businesses in California, which HdL estimates earn an average of \$10M+ per year.

Based on these projections, HdL estimates that small scale operators in Baldwin Park pay a Public Benefit Fee that is the equivalent of 54% of gross receipts. Medium scale operators in Baldwin Park pay a Public Benefit Fee equivalent to 27% of gross receipts. Large scale operators pay a Public Benefit Fee equivalent to 6.8% of gross receipts. And finally, top performers pay a Public Benefit Fee equivalent to 2.7% of gross receipts.

With this conversion, the Baldwin Park Public Benefit Fee can be compared to the rates charged by other jurisdictions:

Comparison of Cannabis Fees/Taxes			
City	Cultivation ⁽¹⁾	Manufacturing	Distribution
Los Angeles Region			
Costa Mesa	1%	1%	1%
Long Beach	\$12/sq ft	1%	1%
Los Angeles	2%	2%	1%
Pasadena	\$7/sq ft	2.5%	2%
Bellflower	\$15/sq ft	5%	5%
Santa Ana	6%	6%	6%
Maywood	6%	6%	6%
West Hollywood	7.5%	7.5%	7.5%
Other California Cities			
San Francisco	1 - 1.5%	1 - 1.5%	1 - 1.5%
Santa Rosa	2%	1%	0%
San Diego	2%	2%	2%
Sacramento	4%	4%	4%
Stockton	5%	5%	5%
Salinas	\$15/sq ft	5%	5%
San Jose	4%	3%	2%
Fresno	\$6/sq ft	4%	1%
<i>(1) Square footage rate applies to actual canopy under cultivation.</i>			

As seen in this table, the Baldwin Park Public Benefit fee is competitive with other California jurisdictions for businesses that generate revenues within the “Top” tier cannabis operators in California, which HdL defines as the top 10% of wholesale businesses in the State. However, the Baldwin Park Public Benefit Fee is not competitive with rates charged by other jurisdictions for the remaining 90% of wholesale businesses. Based upon recent site visits, HdL does not believe that any of the businesses currently operating in Baldwin Park fall within the top 10% of cannabis businesses in the State. In fact, more than half of the existing businesses likely qualify as “Low” or “Mid” tier operators. During site visits, all of the business owners interviewed by HdL confirmed that they are having difficulty paying the annual Public Benefit Fee, and view the fee structure as unsustainable given their current size of operation.

Conversely, large scale operators estimated to generate revenues within the top 10% of businesses are charged a Public Benefit Fee that is competitive with rates charged by other municipalities. The higher

the projected revenues of the business, the more competitive the Public Benefit Fee becomes. This is evidenced by the fact that Eaze, one of largest cannabis operators in California, recently proposed opening a 36,000+ square foot distribution business in Baldwin Park. For a business of this size, a flat Public Benefit Fee may be preferable to a gross receipts tax, given the amount of revenues that can be generated from a facility of that scale.

For cities identified in the table as having a square footage tax on cultivation – Long Beach, Pasadena, Bellflower, Salinas, and Fresno – additional context is necessary to compare the rates to Baldwin Park. On their face, the cultivation rates appear similar to the Baldwin Park Public Benefit Fee of \$10 per square foot. However, there are notable differences in the application of the cultivation tax in the identified jurisdictions, which collectively reduce the overall burden to businesses. Specifically, all five of the cities identified apply the cultivation square footage tax to actual square footage of canopy utilized. For example, if a cultivation facility in Long Beach grows 5,000 square feet of cannabis within an 8,000 square foot facility, that business would pay \$60,000 (\$12 x 5,000 sq. ft.) in annual business license taxes to the City. Canopy measurements in these cities also exclude other aspects of cultivation operation, including rooms dedicated to drying, curing, trimming, and storing. As a result, the total cultivation taxes charged to indoor grows in these cities are significantly lower than those charged in Baldwin Park, despite similar square footage rates quoted in the table.

Additional Feedback from the Local Cannabis Industry Regarding the Public Benefit Fee

During HdL site visits to Baldwin Park facilities, local operators identified other challenges related to the Public Benefit Fee, which go beyond the overall size of the fee. These challenges include the timing of fee payments, method of fee calculation, perceived inequities in the application of the fee, and other issues. A summary and description of these challenges is provided below.

- **Timing of Fee Payments** – Most of the terms negotiated with existing businesses require the operators to begin paying the Public Benefit Fee within 6 months of execution. Only after businesses execute an agreement with the City are they authorized to submit facility plans to initiate construction. Due to the number of tenant improvements typically required for wholesale businesses, the minimum timeline necessary to complete plan check and construction is over one year. As a result, most businesses that operate in the City were unable to offset Public Benefit Fee payments with revenues from business operation. Many of these businesses report struggling to come up with the necessary capital to cover fee payments due prior to opening.
- **Inequities in the Application of the Public Benefit Fee** – Due to the current method of calculating square footage, the Public Benefit Fee is considered a regressive fee. Regressive fee structures absorb a larger percentage of operating revenues the smaller the business, and are considered less equitable than progressive fee structures, where payments increase with the amount of revenues generated by the business.
- **Fees Fail to Adjust with Market Conditions** – Because the Public Benefit Fee is charged as a flat rate to cannabis businesses, the fee does not adjust to changing conditions in the cannabis industry. In theory, this can be beneficial to businesses in situations where the price of wholesale product is increasing in the open market, relative to where prices stood when businesses first agreed to Public Benefit Fee terms. At the current moment however, the price of wholesale cannabis is falling precipitously, and has reached historic lows in California. The price shocks are due, in part, to an oversaturation of wholesale cannabis goods, combined with a limited number of licensed retailers that sell cannabis products to consumers. Some Baldwin Park businesses

report being unable to sell their cannabis goods to distributors at cost. As a result, the total percentage of revenue that Baldwin Park operators must set aside to pay the Public Benefit Fee has increased, reducing the ability of businesses to generate a profit.

Options to Amend the Public Benefit Fee

Should the City Council wish to amend the structure of the Public Benefit Fee, HdL has identified the following options for consideration:

Option #1 – Public Benefit Fee Based Upon Actual Square Footage

Rather than charging businesses a fee based upon a maximum facility size of 22,000 square feet, the City could amend its square footage fee to reflect the actual square footage utilized by each business. A fee designed in this manner would be categorized as a fee based on area of impact, under the assumption that the greater the size of the operation, the higher the impact on the surrounding neighborhood and City services. The fee would also be more equitable to operators, to the extent that actual square footage is more reflective of annual revenues generated by businesses.

The table below provides an example of how an actual square footage fee would work in practice. The base fee amounts could be increased/decreased at the discretion of City Council. In this example, the fee starts at \$100,000 per business, and increases in increments of \$25,000.

Actual square footage is measured using the State definition of cannabis business “premise,” which means the “designated structure(s) and land specified in the application that is owned, leased, or otherwise held under the control of the licensee where the commercial cannabis activity will be or is conducted.” Using this definition, the Public Benefit Fee would apply to the total square footage of any room where the cultivation, manufacture, distribution, testing, processing, storing, packaging, labeling, possession, transportation, or delivery of cannabis goods takes place. Any rooms not approved for cannabis activity (e.g. restrooms, break rooms, kitchens, office space, vacant space, loading docks, etc.) would not count towards the calculation of actual square footage.

Square Feet of Cannabis Premise	Tiered Fee
0 - 2,500 Sq. Ft.	\$100,000
2,501 - 5,000 Sq. Ft.	\$125,000
5,001 - 7,500 Sq. Ft.	\$150,000
7,501 - 10,000 Sq. Ft.	\$175,000
10,001 - 12,500 Sq. Ft.	\$200,000
12,501 - 15,000 Sq. Ft.	\$225,000
15,001 - 17,500 Sq. Ft.	\$250,000
17,501 - 20,000 Sq. Ft.	\$275,000
20,001 - 22,000 Sq. Ft.	\$300,000
22,001 + Sq. Ft.	\$450,000

To simplify administration of the program, HdL recommends charging an actual square footage fee that is tiered, based upon the total size of the premise area. By setting tiers, the City will be able to avoid having to recalculate the exact square footage of each business premise, as smaller rooms may be repurposed for cannabis or non-cannabis activity over time. Thus, minor modifications to the use of individual rooms within a facility will likely not trigger movement into a new tier.

In the table above, HdL has assumed that the actual square footage fee would replace the existing Public Benefit Fee, including both the \$10 per square foot of maximum area, and the \$50,000 police mitigation fee. Alternatively, the City could retain a separate police mitigation fee, which would increase the number presented above by \$50,000 for all licensees. It should be noted, however, that including a flat \$50,000 fee would impose a more regressive fee structure than what is proposed above.

An actual square footage fee has the advantage that the amount of annual fee is generally known in advance by both the City and cannabis businesses, as it is keyed to the premise area. This allows all parties to budget accordingly. Variances in the actual amount of area being utilized could be accommodated through advanced notification, monitoring and regular inspections. However, because the amount of fee paid does not automatically increase with inflation, it is necessary to include a mechanism to adjust the actual square footage fee annually in accordance with the Consumer Price Index (CPI).

It is important to note, however, that the utilization of a square footage fee is uncommon for non-cultivation business types in California. Therefore, HdL has included Option #1 primarily as a means for the City to right size its Public Benefit Fee program, while also avoiding any dramatic shifts from the existing model. In making this recommendation, HdL recognizes that the City and/or existing businesses may be hesitant to move too abruptly from the existing fee structure. However, should the City choose to pursue an entirely different model for charging the Public Benefit Fee, HdL has provided Option #2, which is more in line with the method utilized by other cities to generate revenues from the cannabis industry.

Option #2 – Public Benefit Fee Based upon Gross Receipts + Square Feet of Cultivation Fee Structure

As an alternative to charging a square footage fee across all business types, the City may wish to adjust the Public Benefit Fee model to be more in line with the rates used by other jurisdictions in California. Should the City take this approach, HdL recommends calculating the Public Benefit Fee using the following methodology:

- Cultivation – Fee based upon total square feet of canopy under cultivation;
- Manufacturing – Fee based upon a percentage of gross receipts;
- Distribution – Fee based upon a percentage of gross receipts;
- Testing – Fee based upon a percentage of gross receipts.

Using this model, cultivation businesses would continue to be charged a square footage fee. However, the basis of the cultivation fee would be square feet of actual plant canopy, as opposed to a 22,000 square foot maximum set by the City. HdL recommends maintaining a square footage fee on cultivation due to the fact that, unlike other business types, actual canopy is a fair representation of revenues generated by the business.

All other wholesale business types, including Manufacturing, Distribution, and Testing Laboratories, would be charged a Public Benefit Fee based upon gross receipts. Some of the advantages of using a gross receipts methodology are as follows:

- For Manufacturers, Distributors and Testing Laboratories, annual gross receipts provide a more accurate representation of business ability to pay for public benefits than a square footage rate. For example, a manufacturing facility can generate revenues that fall anywhere from the “Low” tier of \$500,000, up to the “Top” tier of \$10M+, all within similarly sized facilities. Manufacturing

revenue has as much to do with operator experience, product quality, type of equipment, and third-party relationships as it has to do with the total square feet of the facility. Gross receipts, by no means a perfect metric, is therefore more representative of the overall size and scale of a cannabis business operation for non-cultivation business types.

- A gross receipts fee automatically adjusts to whatever wholesale price conditions exist in the cannabis market at any given time. For instance, if the price of cannabis flower or distillate falls by 50%, a gross receipts fee will automatically adjust to reflect this reality. Businesses will receive tax relief during economic downturns in the cannabis market, and contribute more in public benefits to the community when more favorable conditions exist.
- A gross receipts fee is, by definition, spread more equitably across cannabis businesses than a flat fee per business. Specifically, businesses that generate more in revenues will contribute a greater share of Public Benefits to the community. Businesses that generate less in revenues, and are therefore less able to absorb added costs, will contribute a smaller share of overall Public Benefits relative to their larger competitors.
- Most cities that allow wholesale cannabis activity currently charge a gross receipts rate. By modelling the Public Benefit Fee on other jurisdictions, the City will be better able to ensure that the Public Benefit Fee stays competitive with other jurisdictions over time.

Some of the disadvantages of a gross receipts fee are as follows:

- The total Public Benefit Fees collected by the City may fluctuate more under a gross receipts model than with a fee based upon square feet. This can create challenges to the City during the annual budgeting process, which relies upon accurate revenue forecasting to allocate City resources. The annual fluctuation of the fee can also create challenges for businesses, who may prefer the certainty of a square footage fee for their own internal budgeting needs.
- A gross receipts fee requires that businesses undergo periodic financial audits, to ensure that operators are accurately reporting and remitting revenues to the City. In most cities, cannabis businesses are required to absorb the cost of the audit through a third-party fee.
- The administration of a gross receipts fee is more challenging than a square footage rate, due to complex financial and accounting structure sometimes used by cannabis businesses, including split processing, pass-through revenue, non-arms-length product transfers, and other practices in the industry. As a result, the City would be expected to develop administrative rulings to calculate the gross receipts fee in special situations.

When HdL discussed the concept of a gross receipts fee with businesses during site visits, overall reactions were mixed. Some businesses appeared open to the concept, understanding that the methodology is widely used across the state. Other businesses were opposed to the idea, based on the disadvantages described above.

Should the City decide to pursue a fundamental restructuring of the Public Benefit Fee, HdL recommends that the rates for cannabis business activities be set within the following range:

Cannabis Business Type	HdL Recommended Rate	HdL Maximum Rate
Cultivation	\$7 per square foot	\$10 per square foot
Manufacturing	2.5% of gross receipts	4% of gross receipts
Distribution	2% of gross receipts	3% of gross receipts
Testing	1% of gross receipts	2.5% of gross receipts

The recommended fees are designed to be competitive with the prevailing tax rates imposed by other cities in California. As discussed earlier, Public Benefit Fees that consistently exceed the amounts charged by other jurisdictions will place local operators at a competitive disadvantage relative to other cannabis businesses in the State. The proposed fees are also intended to keep the cumulative fee/tax burden of cannabis businesses low, to allow the local industry to compete against the illicit market. Higher rates create price disparities between legal and illegal cannabis, making it harder for the regulated industry to compete with the illicit market.

Fiscal Impact of Amending the Public Benefit Fee

Projecting the fiscal impact of proposed changes to the Public Benefit Fee is complicated by the fact that cannabis businesses in Baldwin Park are currently in a state of flux. As discussed earlier, over half of the licensed businesses in the City are operating at less than full capacity. Whether these businesses will eventually ramp up to full production, continue operating at limited capacity, or close their operation altogether is difficult to predict.

Because of this volatility, HdL cautions against interpreting the following projections as long-term estimates for Public Benefit Fee revenues. Rather, the projections are intended to compare potential fee structures at a point in time, assuming a static cannabis market. The projections are also based upon a very specific set of assumption, identified below. Using these assumptions, HdL has developed the following comparison of short-term Public Benefit Fee revenues for the three methodologies identified earlier in this report: 1) Current Fee Structure; 2) Actual Square Footage Fee Structure; and 3) Gross Receipts + Cultivation Square Feet Fee Structure.

Fiscal Impact of Public Benefit Fee Models			
	Current Public Benefit Fee Structure	Actual Square Footage Fee Structure	Gross Receipts + Cult. Sq. Ft. Fee Structure
Public Benefit Fee Structure:			
Projected Annual Revenues*	\$1,890,000	\$1,225,000	\$412,986

Key Assumptions:

1. Under the "Current Public Benefit" scenario, HdL has only included businesses that are currently open and operating. HdL recognizes that under the existing Public Benefit Fee structure, pending applicants are required to begin paying the fee prior to opening and operating. As a result, projected revenue for the "Current Public Benefit" scenario is likely understated. However, HdL is also aware that a significant portion of pending applications have either stalled or terminated the process. As a result, HdL has not considered any of the revenues from pending businesses to be sustainable revenues for purposes of comparing Public Benefit Fee models.

2. The “Current Public Benefit” scenario assumes that licensed businesses will continue operating, and remitting the Public Benefit Fee to the City, pursuant to the terms of their permits.
3. Under the “Actual Square Footage” scenario, HdL assumes that businesses are utilizing 70% of the reported size of their facility for actual cannabis activity, based upon experience HdL has had inspecting cannabis facilities throughout the state.
4. Under the “Gross Receipts” scenario, HdL assumes that the eight (8) businesses currently licensed in the City can be categorized into the following revenue tiers:
 - a. Two (2) of the businesses generate revenues in the “Low” tier (\$500,000);
 - b. Two (2) of the businesses generate revenues within the “Mid” tier (\$1,000,000);
 - c. Three (3) of the businesses generate revenues in the “High” tier (\$4,000,000), and;
 - d. One (1) of the businesses is closed and no longer operating.
5. None of the revenue scenarios assume that businesses currently moving through the application process will open and operate. Should any of the pending applicants receive a license to operate, all three revenue scenarios will increase proportionally.

Discussion of Fiscal Impacts

Under the assumptions identified above, HdL projects that maintaining the Current Public Benefit Fee Structure would result in the highest short-term revenue stream for the City. However, unless market conditions change, the Current Fee Structure will likely result in a portion Baldwin Park cannabis operators permanently closing their facilities. As a result, HdL is not confident that the projected revenue streams identified under the Current Public Benefit Fee Structure are sustainable over the medium or long-term. Specifically, HdL notes that businesses identified as having “Low,” “Mid,” or “High” revenues may begin to divest from Baldwin Park, and relocate cannabis activity to cities or counties with lower fee or tax rate structures, if the Current Public Benefit Fee Structure is not amended in some way.

Adopting an Actual Square Footage Fee Structure results in the second highest revenue stream for the City. The design of the Actual Square Footage Fee Structure is intended to provide fee relief to businesses, while also protecting existing revenue streams to the City. It should be noted, however, that the Actual Square Footage Fee Structure would remain regressive for small and medium sized businesses, though less so compared to the Current Public Benefit Fee Structure.

Transitioning to a Gross Receipts + Cultivation Square Footage Fee Structure would result in a reduction in short-term revenues generated by the City. However, the overall reduction in medium and long-term revenues may be mitigated if the transition to a Gross Receipts + Cultivation Square Footage Fee Structure results in increased commercial cannabis activity locally. Due to the short-term impact on City revenues, HdL recommends this option only if the primary goal of the City is to right-size the Public Benefit Fee to be competitive with surrounding jurisdictions, and safeguard against businesses closing and/or relocating to other cities in California. Conversely, if the goal is to maximize Public Benefits to the community, the City may wish to pursue the Actual Square Footage Fee Structure rather than a gross receipts model.

Additional Feedback from Cannabis Businesses

During site visits, cannabis operators provided HdL with additional feedback on their experiences with the Baldwin Park cannabis program. Because this feedback falls outside the scope of assessing the Public Benefit Fee, HdL has included a summary of business comments at the end of this report. While these challenges are not directly related to the Public Benefit Fee, they have been included in this analysis because they provide important context for the City Council to consider when setting overall policy for the industry.

- Fire Plan Check – Baldwin Park cannabis operators complain about the length of time required to complete the LA County Fire plan check and inspection process. Operators claim that the process takes longer than other jurisdictions, which places Baldwin Park and other LA County cities at a competitive disadvantage relative to other jurisdictions. HdL did not perform any due diligence to verify this claim, as it falls outside of the scope of this study.
- Self-Distribution – Local businesses expressed frustration with the initial policy decision made by the City to issue only one distribution license in Baldwin Park, and prohibit all other operators from distributing cannabis goods. As a result of this policy, businesses were forced to rely upon third-party distributors to move cannabis goods to market. During HdL site visits, nearly all Baldwin Park operators requested the ability to self-distribute cannabis goods, to both increase profit margins and provide greater flexibility to meet customer demand. Recently, the City changed this policy to allow multiple businesses to apply for a distribution license. However, to be issued a distribution license, operators must pay an additional Public Benefit Fee. The existing businesses that HdL spoke with consider this option to be cost prohibitive, given their intention is limited to self-distribution only, which would not result in a sufficient increase in revenues to offset an additional fee. As a result, most licensed businesses do not consider self-distribution to be a viable option in Baldwin Park at this time.

MODEL
COMMERCIAL CANNABIS AGREEMENT

by and between
CITY OF BALDWIN PARK
and

Relating to
Commercial Cannabis Activity – [Cultivation, Manufacturing, Distribution, Retail]¹

¹ Language in [brackets] subject to change depending on license type.

COMMERCIAL CANNABIS AGREEMENT

ARTICLE 1. PARTIES AND DATE.

This Commercial Cannabis Agreement dated _____, 2023 is Case No. _____. This Agreement is entered into between (i) the CITY OF BALDWIN PARK, a California municipal corporation ("CITY"), and (ii) _____ ("LICENSEE") ("AGREEMENT"). This AGREEMENT shall become effective on the Effective Date defined in Section 3.1.17 below.

ARTICLE 2. RECITALS.

Recitals specific to LICENSEE...

WHEREAS, by this AGREEMENT, the Parties wish to set forth terms and conditions for the operation of commercial cannabis activity in the CITY; specifically, [cultivation, manufacturing, distribution, retail].

NOW, THEREFORE, in consideration of the promises, covenants, agreements, and understandings set forth herein, the parties agree as follows:

ARTICLE 3. GENERAL TERMS.

Definitions and Exhibits. The following terms when used in this AGREEMENT shall be defined as follows:

3.1.1 "Agreement" means this Commercial Cannabis Agreement.

3.1.2 "Application" means the CITY's Commercial Cannabis Permit Application-[Cultivation, Manufacturing, Distribution, Retail], submitted by LICENSEE in furtherance of this AGREEMENT, upon which the CITY has detrimentally relied upon in executing same.

3.1.3 "BPMC" means Baldwin Park Municipal Code.

3.1.4 "California Cannabis Laws" means "MAUCRSA," and the regulations adopted and promulgated by the State Licensing Authorities pursuant to "MAUCRSA", as such laws and regulations may be amended from time to time.

3.1.5 "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" also means marijuana as defined by Section 11018 of the California Health & Safety Code. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this agreement, "cannabis" does

not mean industrial hemp as that term is defined by Section 81000 of the California Food & Agricultural Code or Section 11018.5 of the California Health & Safety Code.

3.1.6 "Cannabis Product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

3.1.7 "Certificate of Occupancy" (COO) means a document issued by the CITY stating that the Property is suitable for use and occupancy for Commercial Cannabis Activity by the LICENSEE, that it is considered compliant with the building code and safety standards imposed by the CITY, and that the State has issued a commercial cannabis license to the LICENSEE to operate on the Property.

3.1.8 "CITY" means the CITY of Baldwin Park, a California municipal corporation.

3.1.9 "Commercial Cannabis Activity" has the same meaning as that term is defined under MAUCRSA and includes any legal use under MAUCRSA and the BPMC, including without limitation, the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and Cannabis Products as regulated under Chapter 5.18 of the BPMC.

3.1.10 "Commercial Cannabis Business License" or "License" means a commercial cannabis business permit issued by the CITY pursuant to Chapter [127/128] of the BPMC to a commercial cannabis business and is required before any Commercial Cannabis Activity may be conducted in the CITY.

3.1.11 ["Community Benefit Fee" has the meaning set forth in Article 5, of this AGREEMENT.]

3.1.12 Omitted.

3.1.13 "Days" mean calendar days unless otherwise specified.

3.1.14. Omitted.

3.1.15 "Effective Date" means the day this AGREEMENT is approved and adopted by the City Council of the CITY and signed by the Mayor of the CITY, or his designee.

3.1.16 "Existing Project Approvals" if applicable, means all Project Approvals granted or issued prior to or on the Effective Date. Existing Project Approvals include the approvals set forth in Section 3.27 and all other approvals which are a matter of public record prior to or on the Effective Date.

3.1.17 "Existing Land Use Regulations" if and where applicable, means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations include all regulations that are a matter of public record on the Effective Date as they may be modified by the Existing Development Approvals.

3.1.18 Omitted.

3.1.19 "Landlord Consent" if applicable, means that the fee simple absolute owner ("Property Owner") has granted the LICENSEE with written authorization to use the Property for commercial cannabis operations.

3.1.20 "Land Use Regulations" if and where applicable, means all ordinances, resolutions, codes, policies and procedures, adopted by the CITY governing the development and use of land, including the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.

3.1.21 "Licensee" has the meaning set forth in the preamble of this AGREEMENT, above. A person who has been issued a commercial cannabis business permit by the CITY, under this chapter for a licensed premise.

3.1.22 "Licensee's Application" means the application form of a Commercial Cannabis Business License submitted by LICENSEE to the CITY, a copy of which is attached as Attachment No. 3.

3.1.23 "Major Amendment: means an amendment that shall have a material effect on the terms of this Agreement which shall require approval by the City Council pursuant to California law.

3.1.24 "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code Section 26000 et seq., as may be amended from time to time.

3.1.25 "Medicinal" with regard to cannabis or Cannabis Products means cannabis or Cannabis Products, respectively, intended to be sold or used for medicinal purposes as set forth in MAUCRSA.

3.1.26 "Minor Amendment" means a clerical amendment to this Agreement that shall not materially affect the terms of this Agreement and is subject to approval by the Chief Executive Officer.

3.1.27 "Mortgagee" if applicable, means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender and its successors-in interest.

3.1.28 "Processing Fees" means the normal and customary application, filing, plan check, permit fees for land use approvals, design review, tree removal permits, building permits, demolition permits, grading permits, and other similar permits and entitlements, and inspection fees, which fees are charged to reimburse the CITY's expenses attributable to such applications, processing, permitting, review and inspection and which are in force and effect on a general basis at such time as said approvals, permits, review, inspection or entitlements are granted or conducted by the CITY.

3.1.29 "Project" means the development of the Property contemplated by this AGREEMENT, as such Project may be further defined, enhanced, or modified pursuant to the provisions of this AGREEMENT. The Project shall consist of this AGREEMENT, the Application, any and all entitlements, licenses, and permits related to the Project.

3.1.30 "Project Approvals" if applicable, means all other entitlements for the development of the Property in furtherance of the Project, including any and all conditions of approval, subject to approval or issuance by the CITY in connection with Project. "Project Approvals" also include both the Existing Project Approvals and the Subsequent Project Approvals approved or issued by the CITY that are consistent with this AGREEMENT.

3.1.31 "Project Development" if applicable, includes grading, construction or installation of public and private facilities and the right to maintain, repair or reconstruct any private building, structure, improvement or facility after the construction and completion thereof; provided, however, that such maintenance, repair, or reconstruction take place within the Term of this AGREEMENT on the Property.

3.1.32 "Project Plan" if applicable, means the Project Approvals and the Existing Land Use Regulations applicable to development of the Property for the Project, as modified and supplemented by Subsequent Project Approvals.

3.1.33 "Property" means the real property commonly known as and identified in Attachment No. 1, herein (common address, APN, and legal description of the Property), which is incorporated by this reference. LICENSEE may modify the location or locations, change locations, or add locations to the Property, pursuant to Section 128.12 of the BPMC.

3.1.34 "Reasonable" means using due diligence to accomplish a stated objective that the subject party is capable of performing or providing under the circumstances in a manner that is consistent with the intent and objective of the AGREEMENT.

3.1.35 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to LICENSEE under this AGREEMENT and reserved to the CITY as described in Section 4.4.

3.1.36 Omitted.

3.1.37 "State" means, collectively, the State of California and the Department of Cannabis Control of the State.

3.1.38 "Subsequent Project Approvals" if applicable, means all future discretionary approvals and all ministerial Project Approvals required subsequent to the Effective Date in connection with development of the Property, including without limitation, subdivision improvement agreements that require the provision of bonds or other securities. Subsequent Project Approvals include, but are not limited to, all excavation, grading, building, construction, demolition, encroachment, or street improvement permits, occupancy certificates, utility connection authorizations, or other permits or approvals necessary, convenient, or appropriate for the grading, construction, marketing, use and occupancy of the Project within the Property at such times and in such sequences as LICENSEE may choose consistent with the Project and this AGREEMENT.

3.1.39 "Subsequent Land Use Regulations" if applicable, means any Land Use Regulations defined in Section 3.1.12 that are adopted and effective after the Effective Date of this AGREEMENT.

3.1.40. ["Tax" means that commercial cannabis sales tax approved by the voters of the CITY on November 8, 2022, which shall not exceed five percent (5%), which is initially set

by the Parties at four percent (4%). The Tax shall be imposed on all gross receipts of LICENSEE, including, but not limited to, all products and accessories associated with the use and consumption of commercial cannabis.]

3.2 Binding Effect of AGREEMENT. The Property is hereby subject to terms and conditions of this AGREEMENT. Subject to LICENSEE's receipt of all Development Approvals relative thereto, the Development of the Property is hereby authorized and shall, except as otherwise provided in this AGREEMENT, be carried out only in accordance with the terms of this AGREEMENT.

3.3 Ownership of Property; Landlord Consent. LICENSEE represents and covenants that it has a legal or equitable interest in the Property, as defined herein. In the event that LICENSEE is not the fee simple absolute owner of the Property, LICENSEE shall provide CITY with written Landlord Consent.

3.4 Term. The parties agree that the Term of this AGREEMENT shall be five (5) years commencing on the date the Certificate of Occupancy is issued for the Project subject to the written extension and early termination provisions described in this AGREEMENT. Upon termination of this AGREEMENT, this AGREEMENT shall be deemed terminated and of no further force and effect, except terms that are expressly stated in this AGREEMENT to survive termination without the need of further documentation from the parties hereto. The LICENSE will expire at the close of the 5th year and will require the LICENSEE to reapply with the CITY for a new LICENSE.

3.4.1. AGREEMENT Renewal. The Chief Executive Officer (CEO) shall determine whether to renew the AGREEMENT for an additional five (5) years. The CEO shall use the CCA Checklist, attached hereto, to determine renewal of the AGREEMENT. If the CEO determines to renew, the AGREEMENT shall be forwarded to the City Council for formal approval as a consent calendar item.

3.4.2. Non-Renewal of AGREEMENT/Cure Period. If the CEO determines not to renew the AGREEMENT; he/she shall provide the LICENSEE with ability to remedy and/or cure the deficiencies set forth in the CCA Checklist, attached hereto, to be cured within sixty (60) days from date of written notice of Non-Renewal from the CEO to the LICENSEE. If the LICENSEE does not cure within the sixty (60) day period, the AGREEMENT shall not be renewed.

3.4.3. Appeal to the City Council. The LICENSEE shall appeal any Non-Renewal of AGREEMENT of the CEO to the City Council, within sixty (60) days from written notice of Non-Renewal. The decision of the City Council re Non-Renewal of AGREEMENT shall be final and binding.

3.5 Extension of Term. This AGREEMENT may only be extended by mutual agreement of CITY and LICENSEE in writing, following approval by the City Council, and signed by Mayor and the LICENSEE. If the City Council does not approve such an extension, any such agreement is *null and void*.

3.6 Automatic Termination. This AGREEMENT shall automatically terminate upon the happening of any of the following material events:

3.6.1. Revocation of License by the State and/or the CITY, pursuant to the terms in this AGREEMENT, which prohibits the LICENSEE from operation of a commercial cannabis facility in the CITY, following any applicable notice or cure period and provided that LICENSEE has exhausted all administrative remedies and can neither appeal nor reapply for a License within one (1) calendar year of the revocation; or

3.6.2. Abandonment and/or Surrender by LICENSEE of State and/or CITY License, pursuant to the terms in this AGREEMENT, which abandons and/or surrenders the License to operate a commercial cannabis [cultivation, manufacturing, distribution, retail] facility in the CITY, with such abandonment/surrender occurring only following either (1) written notice by LICENSEE affirming its intention to abandon/surrender the License by a date certain, or (2) at least one (1) calendar year of inactivity at the Project, as determined exclusively by the CITY, in good faith.

3.7 Effect of Automatic Termination. The Automatic Termination of this AGREEMENT (as set forth in section 3.6, above) shall constitute termination of all land use entitlements and permits approved for the LICENSEE and/or the Property, pursuant to the terms of this AGREEMENT. Upon the termination of this AGREEMENT, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination, or with respect to any default in the performance of the provisions of this AGREEMENT, which has occurred prior to such termination, or with respect to any obligations which are specifically and expressly set forth as surviving this AGREEMENT. In the event of abandonment and/or surrender of License by LICENSEE, LICENSEE shall pay all fees due and payable to the CITY, up to date of abandonment and/or surrender. CITY shall immediately notify the State of any termination of this AGREEMENT.

3.8 Notices.

3.8.1 Notice Defined. As used in this AGREEMENT, notice includes, without limitation, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder.

3.8.2 Written Notice and Delivery. All notices shall be in writing and shall be considered given:

(i) when delivered in person to the recipient named below; or three (3) days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or

(ii) on the date of personal delivery shown in the records of the delivery company after delivery to the recipient named below; or

(ii) on the date of delivery by facsimile transmission to the recipient named below if a hard copy of the notice is deposited in the United States mail, postage prepaid, addressed to the recipient named below. All notices shall be addressed as follows:

If to the CITY:

Chief Executive Officer

14403 E. Pacific Avenue
Baldwin Park, CA 91706

With copy to:
Office of the City Attorney
14403 E. Pacific Avenue
Baldwin Park, CA 91706

If to LICENSEE: TBD
Attn: TBD

With copy to:
TBD
Attn: TBD

With copy to:
TBD

3.8.3 Address Changes. Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3.9 Validity of this AGREEMENT. LICENSEE and the CITY each acknowledge that neither party has made any representations to the other concerning the enforceability or validity of any one or more provisions of this AGREEMENT. The parties acknowledge and agree that neither party shall allege in any administrative or judicial proceeding that the entering into or the performance of any obligations created in this AGREEMENT violates federal or state law, with respect to all federal, state, and local statutes, ordinances, or regulations in effect as of the Effective Date.

3.10 [Tax/Community Benefit Fee]. As defined herein, is due and payable on a quarterly basis to the CITY, following the close of each fiscal quarter, pursuant to Section 3.11, below.

3.11 Commercial Cannabis Banking. The CITY will not accept cash payments for any fees or costs associated with this AGREEMENT. LICENSEE shall establish a banking relationship with a bank that allows for payments to the CITY via company check, cashier's check, or money order. Alternatively, LICENSEE, may wire funds and/or ACH directly to the CITY.

ARTICLE 4. COMMERCIAL CANNABIS PROJECT.

4.1 Right to Develop. LICENSEE shall, subject to the terms of this AGREEMENT, develop the Property with a commercial cannabis facility in accordance with and to the extent of the Application. The Property shall remain subject to all Subsequent Project Approvals required to complete the Project as contemplated by the Application.

4.2 Effect of AGREEMENT on Land Use Regulations. Except as otherwise provided by this AGREEMENT, the rules, regulations and official policies and conditions of approval

governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement, occupancy and construction standards and specifications applicable to development of the Property shall be the Application. Provided, however, that in approving tentative subdivision maps, the CITY may impose ordinary and necessary dedications for rights-of-way or easements for public access, utilities, water, sewers, and drainage, having a nexus with the particular subdivision; provided, further, that the CITY may impose and will require normal and customary subdivision improvement agreements and commensurate security to secure performance of LICENSEE's obligations thereunder.

4.3 Changes to Project. The parties acknowledge that changes to the Project may be appropriate and mutually desirable. The CITY shall act on such applications, if any, in accordance with the Existing Land Use Regulations, subject to the Reservations of Authority, or except as otherwise provided by this AGREEMENT. If approved, any such change in the Existing Development Approvals shall be considered an additional Existing Project Approval.

4.4 Reservations of Authority. Any other provision of this AGREEMENT to the contrary notwithstanding, the Project shall be subject to subsequently adopted ordinances, resolutions ("Subsequent Land Use Regulations" or sometimes referred to as "Reservation of Authority") on the following topics:

4.4.1 Processing Fees imposed by the CITY to cover the estimated or actual costs to the CITY of processing applications for the Project or for monitoring compliance with any requirements for approval, granted or issued, which fees are charged to reimburse the CITY's lawful expenses attributable to such applications, processing, permitting, review, and inspection and which are in force and effect on a general basis at such time as said approvals, permits, review, inspection, or entitlement are granted or conducted by the CITY.

4.4.2 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

4.4.3 Regulations governing engineering and construction standards and specifications including, any and all uniform codes adopted by the State of California and subsequently adopted by the CITY.

4.4.4 Regulations which may be in conflict with the Development Plan, but which are reasonably necessary to protect the public health and safety; provided, however, the following shall apply:

(a) That to the extent possible, such regulations shall be applied and construed so as to provide LICENSEE with the rights and assurances provided in this AGREEMENT.

(b) That such regulations apply uniformly to all new development projects of the same uses within the CITY.

4.4.5 Regulations that do not conflict with the Project. The term "do not

conflict" means new rules, regulations, and policies which: (a) do not modify the Project, including, without limitation, the permitted land uses, the density or intensity of use, the phasing or timing of the Project, the maximum height and size of proposed buildings on the Property, provisions for dedication of land for public purposes and Development Exactions, except as expressly permitted elsewhere in this AGREEMENT, and standards for design, development and construction of the Project; (b) do not prevent LICENSEE from obtaining any Subsequent Project Approvals, including, without limitation, all necessary approvals, permits, certificates, and the like, at such dates and under such circumstances as LICENSEE would otherwise be entitled by the Project; or (c) do not prevent LICENSEE from commencing, prosecuting, and finishing grading of the land, constructing public and private improvements, and occupying the Property, or any portion thereof, all at such dates and schedules as LICENSEE would otherwise be entitled to do so by the Development Plan.

4.4.6 The CITY shall not be prohibited from applying Subsequent Land Use Regulations that do not affect permitted uses of the land, density, design, public improvements (including construction standards and specifications) or the rate of development of the Development, nor shall the CITY be prohibited from denying or conditionally approving any Subsequent Project Applications on the basis of such Subsequent Land Use Regulations.

4.5 Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of the CITY possess authority to regulate aspects of the Project, separately from or jointly with the CITY, including, but not limited to the Los Angeles County Health Department, the Los Angeles County Fire Department, and the STATE. This AGREEMENT does not limit the authority of such other public agencies. The CITY shall reasonably cooperate with such other public agencies processing Project Approvals.

4.6 Tentative Subdivision Map and Project Approvals Lifespan. The term of any tentative subdivision map shall be in effect for a period of fifteen (15) years, and may be extended pursuant to the provisions of the California Subdivision Map Act (Government Code §§ 66410 *et seq.*) All Project Approvals shall not expire if LICENSEE commences Substantial Construction of the Project within one (1) year from the Effective Date of this AGREEMENT, which period shall be tolled during any necessary applications for permits or other local entitlements, that are within the control of the Licensee; otherwise, no tolling period. . "Substantial Construction" means the submittal of a building permit in furtherance of the Project.

4.7 Satisfaction of Conditions of Approval. LICENSEE shall comply with any and all conditions of approval for any entitlement, permit, or license it receives from the CITY.

4.8 Subsequent Entitlements. Prior to commencement of construction of the Project, LICENSEE shall be required to submit applications for any and all subsequent entitlements, if any, consistent with the terms and conditions set forth in this AGREEMENT.

4.9 CITY Records Inspection. LICENSEE acknowledges and agrees that the CITY is empowered to examine LICENSEE's books and records. The CITY has the power and authority to examine such books and records at any reasonable time, with seventy-two (72) hours written notice, including but not limited to, during normal business hours; provided however, that, should the CITY elect to examine LICENSEE's books and records more than one (1) time per calendar year, LICENSEE shall only bear the cost of such review in the initial instance, and the costs of any subsequent examination(s) shall be borne solely by the CITY; CITY shall keep all books and

records strictly confidential. If the CITY wishes to inspect the areas of the Property where the commercial cannabis activity is being conducted, CITY may do so at any time with no prior notice to LICENSEE. In addition, CITY agrees that all of its employees or agents which enter the [cultivation, manufacturing, distribution, retail] facility shall follow all of the policies and guidelines imposed on LICENSEE's employees, including without limitation, the wearing of any clothing or equipment to ensure that no pests or impurities shall enter the [cultivation, manufacturing, distribution, retail] areas.

4.10 Commencement of Project by LICENSEE. Within six (6) months after the execution of this AGREEMENT, LICENSEE shall commence the submittal of applications for and use entitlements, permits, etc. If LICENSEE fails to apply to CITY for entitlements, permits, etc., within six (6) months from the execution of the AGREEMENT, CITY shall have the right to Termination of the AGREEMENT, and may avail itself of any other remedies, as set forth herein. The CITY, it its sole and absolute discretion, may grant extensions to the LICENSEE to comply with this subsection, provided the LICENSEE demonstrates a good faith attempt to seek entitlements, permits, etc.

ARTICLE 5. [COMMUNITY BENEFIT FEE]; ADMINISTRATIVE FEE, JOB CREATION, PERSONAL GUARANTY

5.1 [Annual Community Benefits Fee]. LICENSEE agrees to pay the CITY an annual Community Benefits Fee in the amount of one-hundred-seventy-five thousand dollars (\$175,000.00), which is based upon the "Premises" as defined by the State.

5.2 Community Benefits Fee Schedule; Annual or Quarterly. The initial Community Benefits Fee is due and payable simultaneously with the issuance of the COO, as defined herein, payable via cashier's check; thereafter, it shall be payable on an annual basis on the anniversary date of this AGREEMENT. However, the Parties may agree to quarterly payments of the Community Benefits Fee; payable in four (4) equal installments, commencing six (6) months after issuance of the COO, and payable quarterly, as set forth in section 3.11, above.

5.3 Reassessment of Community Benefits Fee. The Community Benefits Fee is subject to reassessment by the CITY every five (5) years, after execution of the AGREEMENT. At the end of year five (5), the CITY will set a new Community Benefits Fee which will be applied in years 6 through 10. At the end of year 10, the CITY will set new Community Benefits Fee which will be applied in years 11 through 15. CITY has full discretion, pursuant to public policy, in the determination of the new Community Benefits Fee.]

5.4 Administrative Fee Deposit. The Administrative Fee is a regulatory fee that LICENSEE shall be responsible to compensate the CITY for all of the CITY's Reasonable costs associated with processing, issuance, and compliance of the Project Approvals including, but not limited to, costs associated with the CITY's review, processing, performing investigations, inspections, and audits, administrative enforcement of this AGREEMENT an adjudication thereof including, but not limited to, staff review of Project entitlements, including all environmental clearance documents, permits, licenses and all documents evidencing compliance with state and local law, and consultant and City Attorney Fees. As such, upon submittal of the application to the CITY for Project entitlements, LICENSEE must make an initial deposit of _____ dollars (\$_____) with the CITY for the purpose of reimbursing the CITY for any Reasonable costs associated with the Project, as detailed above and reimbursing the CITY for its Reasonable costs incurred in drafting and processing this

AGREEMENT. LICENSEE will be liable for the CITY's Reasonable costs incurred in processing future Project approvals and/or applications and compliance by the State or the CITY. CITY acknowledges and agrees that this payment is only a deposit and LICENSEE will be requested to deposit additional funds as needed in increments of Five Thousand Dollars (\$5,000.00). LICENSEE agrees that this Administrative Fee is not a tax, but a fee for cost-of-service (see California Constitution, Article XIII C).

5.5. Project Plan. LICENSEE shall provide a detailed Project Plan if LICENSEE has not already submitted a Project Plan in its Business Plan as part of its CITY Cannabis Permit Application Form.

5.6. Financial Projections. Three (3) years of Financial Projections will be provided with the AGREEMENT. Thereafter annual Financial Projections will be provided on the anniversary of the execution of this Agreement.

5.7. Jobs and Wage Creation.

5.7.1. Local Hiring. LICENSEE agrees to use its Reasonable, good faith efforts to hire qualified CITY residents for jobs at the Project. LICENSEE shall also use Reasonable efforts to retain the services of qualified contractors and suppliers who are located in the CITY or who employ a significant number of CITY residents. The LICENSEE shall comply with the living wage requirement for all employees at the commercial cannabis facility. Unions shall be allowed, and LICENSEE shall not discriminate against such union activity.

5.7.2. Wage Creation. LICENSEE shall make Reasonable, good faith efforts to employ at least forty percent (40%) of the Project's workforce consisting of CITY residents. Such Reasonable, good faith efforts shall include, without limitation, job announcements posted at CITY Hall, along with proof that the job announcements were advertised in at least two (2) newspapers published, printed, or distributed in the CITY and, is applicable, on various social media sites accessible to the general public. In addition, LICENSEE shall make a good faith effort to advertise job announcements at local job fairs and/or on local radio and use any other medium to advertise job announcements to the broadest audience possible.

5.7.3. Status Reports. LICENSEE shall provide the CITY with written annual status reports to monitor compliance with this Section 5.4. Status Report Form to be provided by CITY.

5.8. Penalty for Nonpayment. Failure to pay the quarterly installment fees within thirty (30) days after the due date shall result in a penalty for nonpayment in a sum equal to twenty-five (25%) of the total amount due. The CITY may use all available legal means to collect any unpaid quarterly installment fees, including, but not limited to contracting with collection agencies, encumbrance of the Licensee's real property, and seeking judgment in court; any unpaid balance will be subject to an additional collection fee of nineteen percent (19%).

5.9. Personal Guaranty [OR PERFORMANCE BOND]. LICENSEE shall execute a Personal Guaranty in favor of the CITY to secure the payment of all fees and taxes associated with this AGREEMENT. The initial amount of the Personal Guaranty shall be [Two-Hundred Fifty Thousand Dollars (\$250,000.00)].

ARTICLE 6. DISTRIBUTION, TRANSPORTATION; AND [SELF-DISTRIBUTION]

6.1 Transportation of Commercial Cannabis. Transfers of commercial cannabis goods into and out of the CITY may be completed by a duly licensed commercial cannabis distributor in compliance with MAUCRSA and the BPMC.

6.2 Distribution of Commercial Cannabis. LICENSEE shall distribute its commercial cannabis and commercial Cannabis Products through any duly licensed commercial cannabis distributor in compliance with MAUCRSA and the BPMC.

6.3 [Self-Distribution; Agreement with Distributor(s)]. LICENSEE and any distributors shall reach their own agreement regarding fees for the distributor's services, if applicable. Self-Distribution. LICENSEE may engage in "Self-Distribution" of commercial cannabis products that are cultivated or manufactured on the Property for a period of five (5) years, provided LICENSEE pays an annual fee of ten thousand dollars (\$10,000.00) to the CITY in annual installments of two thousand dollars (\$2,000.00), for five (5) years, or one ten thousand dollars (\$10,000.00) payment. LICENSEE shall also maintain current a distributor transport permit from the State of California and comply with MAUCRSA. A distributor transport only self-distribution licensee is not permitted to transport cannabis goods cultivated or manufactured by other licensees.]

ARTICLE 7. REVIEW FOR COMPLIANCE.

7.1 Periodic Review. The CITY Council shall have the option, in its sole and absolute discretion, to direct the Chief Executive Officer to review this AGREEMENT once every calendar year, on or before each anniversary of the Effective Date, in order to ascertain LICENSEE's good faith compliance with this AGREEMENT. During the Periodic Review, LICENSEE shall be required to demonstrate good faith compliance with all the terms and conditions of the AGREEMENT including good faith towards getting a Certificate of Occupancy.

7.2 Special Review. The CITY Council, in its sole and absolute discretion, may order a special review of compliance with this AGREEMENT by the Chief Executive Officer at any Reasonable time if the Chief Executive Officer is informed and believes that LICENSEE is in default of any terms and conditions of the AGREEMENT. The CITY may also inspect any Property of the LICENSEE associated with the Project, at any time without notice. The failure by LICENSEE to allow entry into the Property or Properties, at any time, shall be deemed a breach of this AGREEMENT and may result in the termination of this AGREEMENT, as originally agreed, or as modified.

7.3 Review Hearing. At the time and place set for the review hearing before the Chief Executive Officer, LICENSEE shall be given an opportunity to be heard. If the Chief Executive Officer finds, based upon substantial evidence, that LICENSEE has not complied in good faith with the terms or conditions of this AGREEMENT, the Chief Executive Officer may: (a) recommend that the City Council terminate this AGREEMENT notwithstanding any other provision of this AGREEMENT to the contrary, or (b) modify this AGREEMENT and impose such conditions as are reasonably necessary to protect the best interests of the CITY, with any Minor Amendment to this Agreement approved by the Chief Executive Officer, and any Major Amendment to this Agreement approved by the City Council. After the Review Hearing, the decision of the Chief Executive Officer shall be appealable to the City Council of the CITY. Any appellate decision of the City Council shall be final, subject only to judicial review.

7.4 Certificate of Agreement Compliance. If, at the conclusion of a periodic or special review following a LICENSEE's default, the Chief Executive Officer determines that LICENSEE is in compliance with this AGREEMENT, the CITY shall issue a Certificate of Agreement Compliance ("Certificate") to LICENSEE stating that after the most recent Periodic Review or Special Review and based upon the information known or made known to the Chief Executive Officer, that (a) this AGREEMENT is reinstated in full force and effect and (b) LICENSEE is not in default. The CITY shall not be bound by a Certificate if a default existed at the time of the Periodic Review or the Special Review, but was not disclosed, concealed, or otherwise not known to the City Council of the CITY, regardless of whether the Certificate is relied upon by assignees or other transferees or LICENSEE.

7.5 Failure to Conduct Review. The CITY's delay or failure to conduct a Periodic Review or a Special Review of this AGREEMENT shall not constitute a breach of this AGREEMENT.

7.6 Cost of Review. The costs incurred by CITY in connection with the Periodic Reviews or Special Review shall be borne by the CITY. The LICENSEE is not liable for any costs associated with any CITY Periodic Review or Special Review of this AGREEMENT.

ARTICLE 8. EVENTS OF DEFAULT.

8.1 Material Breach of this AGREEMENT. Any of the following events shall be deemed an Event of Default and a material breach of this AGREEMENT:

8.1.1 Final Judgment. The entry of a final judgment (or a decision on any appeal therefrom) voiding the CITY's General Plan or any element thereof, which judgment or decision would preclude development of the Project, but only if the CITY is unable to cure such defect in the General Plan or element within one hundred and eighty (180) days from the later of entry of final judgment or decision on appeal.

8.1.2 Payment of Fees. Failure to timely pay any fees to the CITY, as determined by the CITY in its sole and absolute discretion.

8.1.3 Land use entitlements, permits. Failure to apply for land use entitlements, permits, with the CITY and the State of California, Department of Cannabis Control, within six (6) months after execution of this AGREEMENT. The CITY will grant extensions upon written request and proof of progress in seeking entitlements, permits, etc.

8.1.4 Certificate of Occupancy. Failure to move forward in good faith to obtain a Certificate of Occupancy (COO).

8.1.5 Cure Period. In the event of any material breach of this AGREEMENT, the CITY shall mail a notice to LICENSEE, offering an opportunity to cure the breach, within sixty (60) days. Proof of the cure of the event MUST be presented within the sixty (60) days to CITY; provided, however, that if such material breach is capable of being cured but is of such a nature that it cannot be cured within said time period, then CITY shall not be entitled to terminate this Agreement so long as Licensee is working diligently and in good faith to cure such breach, as determined by CITY in its sole and absolute discretion. Failure to cure within the time set forth herein, shall be grounds for Termination as set forth in Section 3.7, above, at the discretion of the CITY. LICENSEE shall only be entitled a ten (10) day cure period for Automatic Termination as set forth in Section 3.6, above.

ARTICLE 9. REMEDIES.

9.1 Remedies in General. It is acknowledged by the parties that the CITY would not have entered into this AGREEMENT if it were to be liable in damages with respect to this AGREEMENT or the Application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure, or delay by either party to perform any term or provision of this AGREEMENT shall constitute a default.

9.2 Event of Default. In the event of alleged default or breach of any terms or conditions of this AGREEMENT, the party alleging such default or breach shall give the other party thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such sixty (60) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings, except for the events detailed in Section 3.6, above, wherein a ten (10) day notice to cure is required.

9.3 Legal or Equitable; Monetary Damages. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this AGREEMENT through any state court, except that the CITY shall not be liable in monetary damages, unless expressly provided for in this AGREEMENT, to LICENSEE, to any mortgagee or lender, or to any successors in interest of LICENSEE, if successors in interest are permitted under this AGREEMENT or mortgagee or lender, or to any other person, and LICENSEE covenants on behalf of itself and all successors in interest, if successors in interest are permitted under this AGREEMENT, to the Property or any portion thereof, not to sue for damages or claim any damages:

(i) For any breach of this AGREEMENT or for any cause of action which arises out of this AGREEMENT; or

(ii) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this AGREEMENT, including, without limitation, any impairment or restriction which LICENSEE characterizes as a regulatory taking or inverse condemnation; or

(iii) Arising out of or connected with any dispute, controversy or issue regarding the Application or request for a permit for [cultivation, manufacturing, distribution, retail] or interpretation or effect of the provisions of this AGREEMENT.

9.4 Waiver/Release of Claims. LICENSEE hereby agrees to waive and/or release the CITY for any claim or claims or cause of action, not specifically and expressly reserved herein, which LICENSEE may have at the time of execution of this AGREEMENT relating to any Application to the CITY including, but not limited to, any Application for any type of [cultivation, manufacturing, distribution, retail] permit, any Application for any [cultivation, manufacturing, distribution, retail] rights, or any Application for [cultivation, manufacturing, distribution, retail] license from the CITY.

CALIFORNIA CIVIL CODE SECTION 1542

The LICENSEE expressly acknowledges that this AGREEMENT is intended to include in its effect, a waiver without limitation, of all claims or causes of actions which have arisen and of which each side knows or does not know, should have known, had reason to know or suspects to exist in their respective favor at the time of execution hereof, that this AGREEMENT contemplates the extinguishment of any such Claim or Claims. The LICENSEE specifically acknowledges and waives and releases the rights granted to LICENSEE under **California Civil Code Section 1542**, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

By expressly waiving the rights granted to LICENSEE under **California Civil Code Section 1542**, the LICENSEE represents that they understand and acknowledge that if they have suffered any injury, damage as a result of the Application for or request for any permit from the CITY and (i) they are not presently aware of any damage or injury, or (ii) any damage or injury has not yet manifested itself, any claims for any such damage or injury are forever released and discharged.

9.5 Reservation of Rights – CITY. Nothing herein shall modify or abridge any defenses or immunities available to the CITY and its employees pursuant to the Government Tort Liability Act and all other applicable statutes and decisional law.

9.6 Reservation of Rights – LICENSEE. Nothing contained herein shall modify or abridge LICENSEE's rights or remedies (including its rights for damages, if any) resulting from the exercise by the CITY of its power of eminent domain. Nothing contained herein shall modify or abridge LICENSEE's rights or remedies (including its rights for damages, if any) resulting from the grossly negligent or malicious acts of the CITY and its officials, officers, agents, and employees.

9.7 Limitation of Rights. Except as set forth in the preceding paragraph relating to eminent domain, LICENSEE's remedies shall be limited to those set forth in this Section 9.1, Section 9.2, and Section 9.3.

9.8 Specific Performance. The parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this AGREEMENT and should be available to all parties for the following reasons:

(i) Except as provided in Section 9.1, money damages are unavailable against the CITY.

(ii) Due to the size, nature, and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this AGREEMENT has begun. After such implementation, LICENSEE may be foreclosed from other choices it may have had to use the Property or portions thereof. LICENSEE has invested significant time and resources and performed extensive planning and processing of the Project

in agreeing to the terms of this AGREEMENT and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this AGREEMENT, and it is not possible to determine the sum of money which would adequately compensate LICENSEE for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

9.9 Termination of Agreement for Default of the CITY. LICENSEE may terminate this AGREEMENT only in the event of a default by the CITY in the performance of a material term of this AGREEMENT and only after providing written notice to the CITY of default setting forth the nature of the default and the actions, if any, required by the CITY to cure such default and, where the default can be cured, the CITY has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

9.10 Attorneys' Fees and Costs. In any action or proceeding between the CITY and LICENSEE brought to interpret or enforce this AGREEMENT, or which in any way arises out of the existence of this AGREEMENT, or is based upon any term or provision contained herein, the "prevailing party" in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this AGREEMENT, the prevailing party's Reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Section 8.10 include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.

9.11 LICENSEE Default. No building permit shall be issued or building permit application accepted for any structure on the Property after LICENSEE is determined by the CITY to be in default of the terms and conditions of this AGREEMENT until such default thereafter is cured by LICENSEE or is waived by the CITY. If the CITY terminates this AGREEMENT because of LICENSEE'S default, then the CITY shall retain any and all benefits, including fees received by the CITY hereunder.

9.12 Additional Fees and Fines. LICENSEE shall be subject not only to the Fees due, as set forth in the AGREEMENT, but shall also be subject to an additional Collections Fee in the amount of the legal rate of interest is 10% of outstanding balance due to the CITY, which shall be due to the Collections Agency designated by the CITY for any and all collections efforts initiated by the CITY, if payment is not received within thirty (30) days after request from the CITY's designated collections agency.

9.13 Termination by CITY. Upon default by LICENSEE, the CITY may, in its sole discretion, terminate this AGREEMENT and may, in its sole discretion and following a Review Hearing pursuant to Section 7.3 and the applicable appeal referenced therein, report said termination to the Department of Cannabis Control of the State of California (DCC).

ARTICLE 10. THIRD PARTY LITIGATION.

10.1 General Plan Litigation. The CITY has determined that this AGREEMENT is consistent with its General Plan. LICENSEE has reviewed the General Plan and concurs with the CITY's determination. The CITY shall have no liability under this AGREEMENT, or otherwise, for any failure of the CITY to perform under this AGREEMENT, or for the inability of LICENSEE to develop the Property as contemplated by the Project Plan, which failure to perform or inability to develop is as the result of a judicial determination that the General Plan, or portions thereof, are invalid, inadequate, not in compliance with law, or that this AGREEMENT or any of the CITY's actions in adopting it, were invalid, inadequate, or not in compliance with law. Notwithstanding the foregoing, neither party shall contend in any administrative or judicial proceeding that the AGREEMENT or any Project Approval is unenforceable based upon federal, state, or local statutes, ordinances, or regulations in effect on the Effective Date.

10.2 Hold Harmless Agreement. LICENSEE hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from LICENSEE or LICENSEE's contractors, subcontractors, agents, or employees operations under this AGREEMENT, whether such operations be by LICENSEE, or by any of LICENSEE's contractors, subcontractors, agents, or employees operations under this AGREEMENT, whether such operations be by LICENSEE, or by any of LICENSEE's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for LICENSEE or any of LICENSEE's contractors or subcontractors. LICENSEE agrees to and shall defend CITY and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

10.3 Indemnification. LICENSEE shall defend, indemnify and hold harmless the CITY and defend its officers, agents, and employees, against and from any and all liabilities, demands, lawsuits, claims, government claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and Reasonable attorneys' fees), which the CITY, its officers, agents, and employees, may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this AGREEMENT and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Property; (ii) if applicable, the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Property; and (iii) the proceedings or procedure undertaken in connection with the adoption or approval of any permit or any of the above. In the event of any legal or equitable action or other proceeding instituted by anyone against the CITY, its officers, agents, and employees, and any third party (including a governmental entity or official) challenging the validity of any provision of this AGREEMENT or procedure upon which the permit was issued, or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, the CITY, at its sole option, may tender to LICENSEE, and LICENSEE agrees to accept any such tender of the complete defense, of any third-party challenge as described herein. In the event the CITY elects to contract with special counsel to provide for such a defense, the CITY may do so in its sole discretion and LICENSEE will be required to pay the defense costs of the CITY as the costs are incurred. LICENSEE agrees to pay any and all attorney's fees or retainer regarding the selection of special counsel, and LICENSEE shall pay all costs and all attorneys' fees related to retention of such special counsel.

10.4 Environmental Contamination. LICENSEE shall indemnify and hold the CITY, its officers, agents, and employees, free and harmless from any liability, based or asserted, upon any act or omission of the LICENSEE, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting any acts or omissions of CITY as successor to any portions of the Property dedicated or transferred to CITY by LICENSEE, for any violation of any federal, state, or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and LICENSEE shall defend, at its expense, including attorneys' fees, the CITY, its officers, agents, and employees, in any action based or asserted upon any such alleged act or omission. The CITY may in its discretion participate in the defense of any such claim, action or proceeding. The provisions of this Section 9.4 do not apply to environmental conditions that predate the LICENSEE's ownership or control of the Property or applicable portion, which shall be determined exclusively by the CITY. However, the foregoing limitation shall not operate to bar, limit, or modify any of LICENSEE's statutory or equitable obligations as either a LICENSEE or seller of the Property.

10.5 CITY Selection of Counsel. With respect to Sections 10.1 through 10.4, the CITY reserves the right to select its own special counsel or otherwise engages special counsel to defend the CITY hereunder, which fees shall be paid by LICENSEE.

10.6 Acceptance of Reasonable, Good Faith Settlement. With respect to this Article 10, the CITY shall not reject any Reasonable, good faith settlement. Before accepting any such settlement offer, CITY shall notify LICENSEE of the offer and provide LICENSEE with a copy of the settlement offer. If LICENSEE disagrees with the CITY's intention to accept the offer, prior to the CITY's response to any offer, the parties shall meet and confer, in good faith, in order to attempt to resolve the parties' differences. If the CITY does reject a Reasonable, good faith settlement that is acceptable to LICENSEE, LICENSEE may enter into a settlement of the action, as it relates to LICENSEE, and the CITY shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgments rendered in connection with such action. This Section 9.6 applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. LICENSEE and the CITY expressly agree that this Section 9.6 does not apply to any settlement that requires an exercise of the CITY's police powers, limits the CITY's exercise of its police powers, or affects the conduct of the CITY's municipal operations.

10.7 Administrative Actions. The parties acknowledge that in the future there could be claims, enforcement actions, requests for information, subpoenas, criminal or civil actions initiated or served by either the Federal Government or the State Government in connection with LICENSEE's development, operation, and use of the Property (collectively, "Actions"). The CITY shall not disclose information and documents to the Federal Government or State Government, its officers, or agents regarding any party to this agreement absent a grand jury subpoena, civil or administrative subpoena, warrant, discovery request, summons, court order or similar process authorized under law hereinafter called "Governmental Notice." If any Action is brought by either the Federal or State Government, CITY shall immediately notify LICENSEE of the nature of the Claim including all correspondence or documents submitted to the CITY. Prior to responding to the Governmental Notice, CITY shall provide LICENSEE ten (10) days from the date of such notice subpoena or the like to serve and obtain on the CITY a protective order, or the like, from a court of competent jurisdiction.

10.8 Survival. The provisions of Sections 10.1 through 10.7 inclusive, shall survive the termination or expiration of this AGREEMENT, until such time as the uses of the Property established in the Development Plan are permanently terminated.

ARTICLE 11. THIRD PARTY LENDERS, ASSIGNMENT & SALE.

11.1 Encumbrances. The parties hereto agree that this AGREEMENT shall not prevent or limit LICENSEE, in any manner, at LICENSEE's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property.

11.2 Lender Requested Modification/Interpretation. The CITY acknowledges that the lenders providing such financing may request certain interpretations and modifications of this AGREEMENT and agrees upon request, from time to time, to meet with LICENSEE and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this AGREEMENT and as long as such requests do not minimize, reduce, curtail, negate or in any way limit CITY's rights under this AGREEMENT.

11.3 Non-Transferable Without CITY Approval. LICENSEE shall not sell or transfer its right, title and interest in this AGREEMENT and any permits, licenses, entitlements, and related benefits, except in full compliance with the transferability provisions in Chapter 128 of the BPMC.

ARTICLE 12. MISCELLANEOUS PROVISIONS.

12.1 Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing and executed by both Parties. The City Council hereby expressly authorizes the Chief Executive Officer to approve a Minor Amendment to this Agreement. A Major Amendment to this Agreement shall be approved by the City Council. The Chief Executive Officer shall, on behalf of CITY, have sole discretion to determine if an amendment constitutes a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

12.2 Entire Agreement. This AGREEMENT sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly contained herein.

12.3 Severability. If any term, provision, covenant, or condition of this AGREEMENT shall be determined invalid, void, or unenforceable, by a court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby and shall remain in full force and effect to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this AGREEMENT.

12.4 Federal Law. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this AGREEMENT is invalid, unenforceable, or illegal under federal law. By entering into this AGREEMENT, each Party disclaims any right to tender an affirmative defense in any arbitration

or court of competent jurisdiction, that performance under this AGREEMENT is not required because the AGREEMENT is invalid, unenforceable, or illegal under federal law.

12.5 Interpretation and Governing Law. Any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This AGREEMENT shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this AGREEMENT, since all parties were represented by counsel in the negotiation and preparation of this AGREEMENT, and/or were advised to consult counsel and had the opportunity to obtain counsel for the negotiation and preparation of this AGREEMENT.

12.6 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this AGREEMENT.

12.7 Singular and Plural; Gender, and Person. Except where the context requires otherwise, the singular of any word shall include the plural and vice versa, and pronouns inferring the masculine gender shall include the feminine gender and neuter, and vice versa, and a reference to "person" shall include, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of Project entity.

12.8 Time of Essence. Time is of the essence in the performance of the provisions of this AGREEMENT as to which time is an element.

12.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this AGREEMENT thereafter.

12.10 No Third-Party Beneficiaries. The only parties to this AGREEMENT are LICENSEE and the CITY. This AGREEMENT is made and entered into for the sole protection and benefit of the parties and their successors and assigns. There are no third-party beneficiaries, and this AGREEMENT is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

12.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

12.12 Counterparts. This AGREEMENT may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

12.13 Jurisdiction and Venue. Any action at law or in equity arising under this AGREEMENT or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this AGREEMENT shall be filed and prosecuted in the Superior Court of the County of Los Angeles, State of California, and the parties hereto waive all provisions of federal or state law or judicial decision providing for the filing, removal or

change of venue to any other state or federal court, including, without limitation, Code of Civil Procedure Section 394.

12.14 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this AGREEMENT. No partnership, joint venture or other association of any kind is formed by this AGREEMENT. The only relationship between the CITY and LICENSEE is that of a government entity regulating the development of private property and the LICENSEE of such property.

12.15 Further Actions and Instruments. Each of the parties shall cooperate with and provide Reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this AGREEMENT and the satisfaction of the conditions of this AGREEMENT. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this AGREEMENT to carry out the intent and to fulfill the provisions of this AGREEMENT or to evidence or consummate the transactions contemplated by this AGREEMENT.

12.16 Eminent Domain. No provision of this AGREEMENT shall be construed to limit or restrict the exercise by the CITY of its power of eminent domain.

12.17 Agent for Service of Process. In the event LICENSEE is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer, resident of the State of California, or if it is a foreign corporation, then LICENSEE shall file, upon its execution of this AGREEMENT, with the Chief Executive Officer or his or her designee, upon its execution of this AGREEMENT, a designation of a natural person residing in the State of California, giving his or her name, residence and Project addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this AGREEMENT, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon LICENSEE. If for any reason service of such process upon such agent is not feasible, then in such event LICENSEE may be personally served with such process out of the County of Los Angeles and such service shall constitute valid service upon LICENSEE. LICENSEE is amenable to the process so described, submits to the jurisdiction of the Court so obtained, and waives any and all objections and protests thereto.

12.18 Authority to Execute. The person or persons executing this AGREEMENT on behalf of LICENSEE warrants and represents that he/she/they have the authority to execute this AGREEMENT on behalf of his/her/their corporation, partnership or Project entity and warrants and represents that he/she/they has/have the authority to bind LICENSEE to the performance of its obligations hereunder. LICENSEE shall each deliver to CITY on execution of this AGREEMENT a certified copy of a resolution and or minute order of their respective board of directors or appropriate governing body authorizing the execution of this AGREEMENT and naming the officers that are authorized to execute this AGREEMENT on its behalf. Each individual executing this AGREEMENT on behalf of his or her respective company or entity shall represent and warrant that:

(i) The individual is authorized to execute and deliver this AGREEMENT on behalf of that company or entity in accordance with a duly adopted resolution of the company's board of directors or appropriate governing body and in accordance with that company's or entity's articles of incorporation or charter and bylaws or applicable formation documents; and

(ii) This AGREEMENT is binding on that company or entity in accordance with its terms; and

(iii) The company or entity is a duly organized and legally existing company or entity in good standing; and

(iv) The execution and delivery of this AGREEMENT by that company or entity shall not result in any breach of or constitute a default under any mortgage, deed of trust, loan agreement, credit agreement, partnership agreement, or other contract or instrument to which that company or entity is party or by which that company or entity may be bound.

12.19 Nexus/Reasonable Relationship Challenges. LICENSEE agrees that the fees imposed are in fact Reasonable and related to the mitigation of the negative impacts of the Project on the CITY and consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs set forth in this AGREEMENT including, without limitation, any claim that the terms in this AGREEMENT constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, and/or impose an unlawful tax.

12.20 No Damages Relief Against CITY. The parties acknowledge that the CITY would not have entered into this AGREEMENT had it been exposed to damage claims from LICENSEE, its agents, officers, employees, or anyone acting on behalf of LICENSEE for any breach thereof. As such, the parties agree that in no event shall LICENSEE, or LICENSEES' agents, officers, employees, partners, or anyone acting on behalf of LICENSEE be entitled to recover damages against CITY for breach of this AGREEMENT.

12.21 Laws. LICENSEE agrees to comply with all applicable state, regional, and local laws, regulations, policies and rules. In addition, LICENSEE further agrees to comply with all issued entitlements, permits, licenses, including any and all applicable development standards. Specifically, LICENSEE agrees to comply with all applicable provisions of BPMC.

12.22 Compliance with Conditions of Approval. LICENSEE agrees to comply with and fulfill all conditions of approval for any and all entitlement, permits, and/or licenses it receives from the CITY. All conditions of approval for all entitlements, permits and/or licenses are attached hereto and incorporated herein by this reference.

12.23 Consistent with State and Federal Regulations. The CITY acknowledges that this AGREEMENT shall be read consistent with any statewide or national regulation of commercial cannabis that is promulgated in the future, either by legislative action or voter approval. In the event national or statewide regulations are promulgated which decriminalize or legalize the adult-use of marijuana for recreational use, this AGREEMENT shall govern the conduct of the property under such future regulations.

12.24 Compliance with Applicable Laws. LICENSEE shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out its obligations under this Agreement.

12.25 Necessary Acts. Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of the Agreement and the intent of the Parties to the Agreement.

12.26 Consultation with Counsel. The Parties have entered and executed this Agreement freely and voluntarily based on their own independent judgment, after consultation with their respective counsel, and without duress, coercion, or undue influence of any kind.

12.27 Superseding Clause. This AGREEMENT supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter herein.

DOCUMENTS ATTACHED

The following documents are attached to and, by this reference, are made part of this AGREEMENT:

No. 1 – Legal Description of the Property and/or Properties

No. 2 – Map showing Property and its or their location(s)

No. 3 – CITY Cannabis Permit Application Form

No. 4 – Landlord Consent

No. 5 – Personal Guaranty

No. 6 -- Project Plan

No. 7 –Three years revenue projections from date of execution of AGREEMENT

No. 8 – California State License Type _____, when issued by the DCC.

No. 9- Checklist for Determination of Renewal of AGREEMENT by CEO (per § 3.4, herein)

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the dates written above.

CITY OF BALDWIN PARK

By: _____
Emmanuel J. Estrada, Mayor

LICENSEE

By: _____
Title:

ATTEST:

By: _____
City Clerk

Approved as to Form:

By: _____
Julia Sylva, Special Counsel
Commercial Cannabis Activity,
City of Baldwin Park

Approved as to Form:

By: _____
Name:
Title:

No. 1 - Legal Description of the Property and/or Properties Common Address:

TBD

Assessor's Parcel Number: TBD

No. 2 – Map showing Property and its or their location(s)

No. 3 – CITY Cannabis Permit Application

No. 4 – Landlord Consent, if applicable

No. 5 – Personal Guaranty/Performance Bond

No. 6 – Project Plan

No. 7 – Financial Projections

No. 5 – California State License Types

State License Type: TBD