

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

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

NOTICE IS HEREBY GIVEN that a Special Meeting is hereby called to be held on
WEDNESDAY, November 2, 2022 at 5:00 PM.

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

NO OTHER BUSINESS WILL BE DISCUSSED

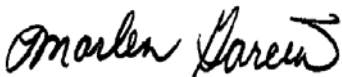
Posted: October 27, 2022.



Emmanuel J. Estrada
Mayor

AFFIDAVIT OF POSTING

I, Marlen Garcia, City Clerk of the City of Baldwin Park hereby certify under penalty of perjury
under the laws of the State of California that the foregoing agenda was posted on the City Hall
bulletin board not less than 24 hours prior to the meeting of November 2, 2022.



Marlen Garcia,
City Clerk

AGENDA
BALDWIN PARK CITY COUNCIL
SPECIAL MEETING
COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

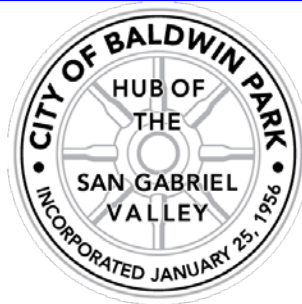
November 2, 2022
5:00 PM

Audio Streaming will be available at:

https://www.youtube.com/channel/UCFLZ0_dDFRjy59rhiDZ13Fg/featured?view_as=subscriber
http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10

Audio Streaming Simultaneously in Spanish will be available at:

<https://www.youtube.com/channel/UC3bPFBIHcoPlks1XqetmGcA>



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

PLEASE TURN OFF ALL ELECTRONIC DEVICES

PUBLIC COMMENTS

The public is encouraged to address the City Council or any of its Agencies listed on this agenda. 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.

COMENTARIOS DEL PUBLICO

Se invita al público a dirigirse al Concilio o cualquiera otra de sus Agencias nombradas en esta agenda. De acuerdo con el capítulo 39 del Código Municipal de la Ciudad de Baldwin Park, los comentarios deben ser dirigidos al Concilio como una sola entidad, y no ser impertinentes, difamatorios, o profanos, o interrumpir la paz de la reunión.

**CITY COUNCIL
SPECIAL MEETING – 5:00 P.M.**

CALL TO ORDER:

ROLL CALL: Council Members: Alejandra Avila, Monica Garcia, Paul C. Hernandez,
Mayor Pro Tem Daniel Damian, and Mayor Emmanuel J. Estrada

PUBLIC COMMUNICATIONS

Three (3) minute speaking time limit

Tres (3) minutos será el límite para hablar

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]

ESTE ES EL PERIODO DESIGNADO PARA DIRIGIRSE AL CONCILIO

FAVOR DE NOTIFICAR A LA SECRETARIA SI REQUIERE LOS SERVICIOS DEL INTERPRETE

No se podrá tomar acción en algún asunto a menos que sea incluido en la agenda, o a menos que exista alguna emergencia o circunstancia especial. El cuerpo legislativo y su personal podrán: 1) Responder brevemente a declaraciones o preguntas hechas por personas; o 2) Dirigir personal a investigar y/o fijar asuntos para tomar en consideración en juntas proximas. [Codigo de Gobierno §54954.2]

If you wish to comment on agenda items, please email your name, City of residence, item number and a phone number where you will be available between the hours of 5:00 PM to 6:00 PM on November 2, 2022 to comments@baldwinpark.com. You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. If you are a non-English Speaker and require translation services in another language other than Spanish, or sign, please indicate your request in your communication up to 48 hours prior to the meeting. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one-hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.

OPEN SESSION/STUDY SESSION

- **Baldwin Park Holiday Parade Presentation**
Presented by Manuel Carrillo Jr., Director of Recreation & Community Services

RECESS TO CLOSED SESSION

1. 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)

2. Conference With Legal Counsel—Existing Litigation

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

Case Name: Brian Vasquez v. City of Baldwin Park, Case No. 2:21-cv-05588-FLA-PVC
et al.

Case Name: Rukli, Inc. v. City of Baldwin Park

Case No. 22STCV28634

Case Name: Cetina, Huerta, Jimenez, Parra,
Real, Valdivia v. City of Baldwin Park

Case No. 22STCV14121

Case Name: Daniel Rodriguez v. City of Baldwin Park

Case No. 21STCV21129

Case Name: Mathew Rodriguez
v. City of Baldwin Park

Case No. 2:22-cv-01069-FLA-MAR

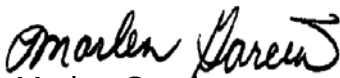
Case Name: Christopher Kuberry,
Michael Hemenway, & Raymond
Findley v. City of Baldwin Park

Case No. 21STCV07382

ADJOURNMENT

CERTIFICATION

I, Marlen Garcia, City Clerk of the City of Baldwin Park hereby that, certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting of November 2, 2022.



Marlen Garcia
City Clerk

For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or e-mail lmorales@baldwinpark.com.

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

AGENDA

BALDWIN PARK CITY COUNCIL REGULAR MEETING

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

November 2, 2022

7:00 PM

Audio Streaming will be available at:

https://www.youtube.com/channel/UCFLZ0_dDFRjy59rhiDZ13Fq/featured?view_as=subscriber

http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10

Audio Streaming Simultaneously in Spanish will be available at:

<https://www.youtube.com/channel/UC3bPFBHcoPIks1XqetmGcA>



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

PLEASE TURN OFF ALL ELECTRONIC DEVICES DURING THE MEETING.

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.

COMENTARIOS DEL PÚBLICO

Se invita al público a dirigirse al Concilio o cualquier otra de sus Agencias nombradas en esta agenda, para hablar sobre cualquier asunto publicado en la agenda o cualquier tema que esté bajo su jurisdicción. De acuerdo con el capítulo 39 del Código Municipal de la Ciudad de Baldwin Park, los comentarios deben ser dirigidos al Concilio como una sola entidad, y no ser impertinentes, difamatorios, o profanos, o interrumpir la paz de la reunión.

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Members: Alejandra Avila, Monica Garcia, Paul C. Hernandez, Mayor Pro Tem Daniel Damian, and Mayor Emmanuel J. Estrada

REPORT FROM CLOSED SESSION

ANNOUNCEMENTS

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

- **SoCalGas Staff Introductions**
Presented by Lanae O'Shields, Public Affairs Manager for SoCalGas
- **Senior Prom King and Queen**
Presented by Manuel Carrillo Jr., Director of Recreation & Community Services
- **La CADA Presentation**
Presented by City of Baldwin Park, LA CADA and SGVCOG

PUBLIC COMMUNICATIONS

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

**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]

**ESTE ES EL PERIODO DESIGNADO PARA DIRIGIRSE AL CONCILIO
FAVOR DE NOTIFICAR A LA SECRETARIA SI REQUIERE LOS SERVICIOS DEL INTERPRETE**

No se podrá tomar acción en algún asunto a menos que sea incluido en la agenda, o a menos que exista alguna emergencia o circunstancia especial. El cuerpo legislativo y su personal podrán: 1) Responder brevemente a declaraciones o preguntas hechas por personas; o 2) Dirigir personal a investigar y/o fijar asuntos para tomar en consideración en juntas próximas. [Codigo de Gobierno §54954.2]

If you wish to comment on agenda items, please email your name, City of residence, item number and a phone number where you will be available between the hours of 7:00 PM to 8:00 PM on November 2, 2022 to comments@baldwinpark.com. You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. If you are a non-English Speaker and require translation services in another language other than Spanish, or sign, please indicate your request in your communication up to 48 hours prior to the meeting. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.

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. Accept Plans and Specifications, and Authorize Publishing a Notice of Inviting Bids for City Project No. CIP 22-040-Calino Avenue Drainage Improvements

Staff recommends that the City Council approve the plans and specifications for CIP 22-040 - Calino Avenue Improvements and authorize staff to publish a Notice Inviting Bids.

3. Direction for the Renewal of the City's Exclusive Franchise Agreement for Solid Waste Collection and Refuse Services

Staff recommends that the City Council authorize the Chief Executive Officer (CEO) and City Staff to commence discussions and enter into negotiations with Waste Management in the development of an amendment and restated exclusive franchise agreement.

4. Approval of an Agreement for Communications and Social Media Services with Tripepi Smith & Associates

Staff recommends that the City Council to:

1. Approve Agreement for Communications and Social Media Services with Tripepi Smith & Associates; and
2. Authorize the Mayor to Execute the Agreement; and

5. Approval to Purchase and Install an Audio/Visual System with WyreDreams for the Julia McNeill Senior Center Celebration Hall

Staff recommends that the City Council:

1. Approve the Purchase and Installation of an Audio/Visual System with WyreDreams for the Julia McNeill Senior Center Celebration Hall; and
2. Authorize the Director of Finance to appropriate \$21,952.39 of ARPA Funds and make necessary amendments to the budget.

6. Ratify and Adopt Resolution No. 2022-058 for Temporary Employment (Retired Annuitant/Extra Help) of Kevin Gauthier

Staff recommends that the City Council:

1. Approve Resolution No. 2022-058 authorizing the Mayor to execute a part-time, temporary employment agreement with Kevin Gauthier; and
2. Authorize the Chief Executive Officer to make the necessary appropriation and budgetary adjustments.

7. Appointment of Best Best & Krieger (BBK) as the City's Interim City Attorney

Staff recommends that the City Council:

1. Appoint Best Best & Krieger as the City's Interim City Attorney for a period not to exceed one (1) year, until such time as the City Council appoints a firm to be the permanent City Attorney.
2. Approve the Agreement between the City of Baldwin Park and Best Best & Krieger.

3. Authorize the Mayor to execute the Agreement on behalf of the City of Baldwin Park.
4. Direct the Chief Executive Officer (CEO) to present to City Council within three months a Staff Report with options for securing the services for a permanent City Attorney.

8. Memorandum of Agreement (MOA) between the City of Baldwin Park Unified School District (BPUSD) for Crossing Services During the School Year

Staff recommends that the City Council:

1. Approve the Memorandum of Agreement (MOA) between the City and BPUSD for the assignment of Crossing Guard Services during the School Year; and
2. Authorize the Mayor to execute the MOA on behalf of the City; and
3. Authorize the Director of Finance to appropriate funds and make necessary budget adjustments; accordingly, and
4. Transmit the MOA to BPUSD for their approval; and
5. Authorize the Chief Executive Officer to make any necessary adjustments to carryout the intent of the City Council.

REPORTS OF OFFICERS

9. Approval of First Reading of the 2022 California Building Code, and Authorization to Set a Public Hearing for Adoption

Staff recommends that the City Council waive first reading, read by title and introduce Ordinance entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AMENDING CHAPTER 150 OF TITLE XV AND ADDING NEW SECTIONS TO CHAPTER 150 TO TITLE XV OF THE BALDWIN PARK MUNICIPAL CODE, ADOPTING BY REFERENCE, TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS, SPECIFICALLY ADOPTING THE 2022 CALIFORNIA BUILDING CODE, 2022 CALIFORNIA RESIDENTIAL CODE WITH APPENDICES I AND K, 2022 CALIFORNIA EXISTING BUILDING CODE, 2022 CALIFORNIA MECHANICAL CODE, 2022 CALIFORNIA PLUMBING CODE, 2022 CALIFORNIA ELECTRICAL CODE, 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 CALIFORNIA ENERGY CODE, 2022 CALIFORNIA HISTORICAL CODE, 2022 CALIFORNIA REFERENCE STANDARDS CODE, 2022 CALIFORNIA FIRE CODE AND 2023 LOS ANGELES COUNTY FIRE CODE, INCLUDING ALL APPENDICES, AS MANDATED BY CALIFORNIA HEALTH AND SAFETY CODE SECTION 18938"; and Direct staff to set the Public Hearing for adoption at the City Council's regularly scheduled meeting of November 16, 2022.

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

- None

ADJOURNMENT

CERTIFICATION

I, Marlen Garcia, City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 27th day of October 2022.



Marlen Garcia
City Clerk

For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or via e-mail at lmorales@baldwinpark.com.

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

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: November 2, 2022
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 \$591,152.92 and the attached General Warrants Register was \$1,487,406.79 for a total amount of \$2,078,559.71.

BACKGROUND

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

1. The last payroll of the City of Baldwin Park consists of check numbers 201677 to 201697. Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 35890 to 36155 for the period October 2, 2022 through October 15, 2022 inclusive; these are presented and hereby ratified in the amount of \$591,152.92.
2. General Warrants, with the bank drafts in the amount of \$196,460.20 and checks from 238367 to 238546 in the amount of \$1,290,946.59 for the period of October 6, 2022 to October 20, 2022, inclusive; in the total amount of \$1,487,406.79 constituting of claims and demands against the City of Baldwin Park, are herewith presented to the City Council as required by law, and the same hereby ratified.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Check Register



City of Baldwin Park, CA

Check Register

By (None)

Payment Dates 10/6/2022 - 10/20/2022

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238367	10/06/2022	ANDREW T STEIN	PARTY FAVORS FOR THE ANNUAL SR PROM	501-60-000-22327-00000	\$ 2,048.25
238368	10/06/2022	ARIZONA MACHINERY LLC	MATERIAL & SUPPLIES FOR GATOR	402-50-590-53100-00000	\$ 105.00
238368	10/06/2022	ARIZONA MACHINERY LLC	MATERIAL & SUPPLIES FOR GATOR	402-50-590-53100-00000	\$ 321.96
238368	10/06/2022	ARIZONA MACHINERY LLC	MATERIAL & SUPPLIES FOR GATOR	402-50-590-53100-00000	\$ 62.21
238368	10/06/2022	ARIZONA MACHINERY LLC	MATERIAL & SUPPLIES FOR GATOR	402-50-590-53100-00000	\$ 16.49
238368	10/06/2022	ARIZONA MACHINERY LLC	MATERIAL & SUPPLIES FOR GATOR	402-50-590-53100-00000	\$ 55.49
238368	10/06/2022	ARIZONA MACHINERY LLC	MATERIAL & SUPPLIES FOR GATOR	402-50-590-53100-00000	\$ 877.39
238368	10/06/2022	ARIZONA MACHINERY LLC	MATERIAL & SUPPLIES FOR GATOR	402-50-590-53100-00000	\$ 62.67
238369	10/06/2022	BANKCARD CENTER	HOTEL 4 LEAGUE OF CA CITIES FOR AVILA	100-10-100-53350-11009	\$ 544.05
238369	10/06/2022	BANKCARD CENTER	HOTEL 4 LEAGUE OF CA CITIES FOR MAYOR ESTRADA	100-10-100-53350-61000	\$ 544.05
238369	10/06/2022	BANKCARD CENTER	ONLINE SUBSCRIPTION FOR CEO ZALDIVAR	100-10-110-53330-00000	\$ 18.00
238369	10/06/2022	BANKCARD CENTER	PARKING @ LONG BEACH CONVENTION CTR	100-10-110-53350-00000	\$ 15.00
238369	10/06/2022	BANKCARD CENTER	HOTEL 4 LEAGUE OF CA CITIES FOR E.ZALDIVAR	100-10-110-53350-00000	\$ 575.05
238369	10/06/2022	BANKCARD CENTER	2022 GOLDEN PLATE AWARDS GALA ATTENDED A NAVA	100-10-110-53350-00000	\$ 369.57
238370	10/06/2022	BANKCARD CENTER	TRANSPONDERS FOR PD VEHICLES	100-30-310-53100-00000	\$ 45.00
238370	10/06/2022	BANKCARD CENTER	NIMS FIELD GUIDE BOOKS FOR SERGEANTS	100-30-310-53100-00000	\$ 393.45
238370	10/06/2022	BANKCARD CENTER	BATTERIES FOR TASERS	100-30-310-53100-00000	\$ 80.96
238370	10/06/2022	BANKCARD CENTER	TV ANTENNA FOR THE CHIEF'S OFFICE	100-30-310-53100-00000	\$ 31.76
238370	10/06/2022	BANKCARD CENTER	DV HOTEL STAY FOR DIAZ	501-30-000-21415-17517	\$ 663.26
238370	10/06/2022	BANKCARD CENTER	TRAINING FOR CHIEF LOPEZ	501-30-000-22410-00000	\$ 450.18
238371	10/06/2022	HIPOLITO REYES LOPEZ	MUSICAL PERFORMANCE @ SR BIRTHDAY CELEBRATION 10/1	275-60-726-51101-16074	\$ 350.00
238372	10/06/2022	NAVIDAD EN EL BARRIO INC	FOOD BASKETS FOR THE CHRISTMAS BASKET PROGRAM	275-60-713-53100-16072	\$ 2,000.00
238373	10/06/2022	NICOLE RUBIO	RFND DEPOSIT @ JULIA MCNEILL SR CTR 9/10/22	501-60-000-22333-00000	\$ 245.00
238374	10/06/2022	ODP BUSINESS SOLUTIONS, LLC	CITY WIDE PAPER	401-10-141-53100-11504	\$ 1,931.90
238374	10/06/2022	ODP BUSINESS SOLUTIONS, LLC	CITY WIDE PAPER	401-10-141-53100-11504	\$ 1,854.72
238374	10/06/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-00000	\$ 56.97
238375	10/06/2022	OLGA LEAL DUARTE	RFND REGISTRATION FEE TRIP TO GOLDEN NUGGET HOTEL	501-60-000-22327-00000	\$ 290.00
238376	10/06/2022	PACIFIC COAST RACE TIMING	DEPOSIT PYMT FOR TIMING EQUIPMENT & SERVICES FOR	100-60-610-53101-16146	\$ 2,010.00
238377	10/06/2022	PAGEFREEZER SOFTWARE INC	GPS PAGEFREEZER RECORDS COMPLIANCE FOR THE SOCIAL	100-30-310-53100-00000	\$ 990.00
238378	10/06/2022	PATTON SALES CORP	MATERIALS & SUPPLIES - WELDING MATERIAL AND BLADES	402-50-590-53100-00000	\$ 924.78
238378	10/06/2022	PATTON SALES CORP	MATERIAL & SUPPLIES -WELDING MATERIAL & BLADES	402-50-590-53100-00000	\$ 967.43
238379	10/06/2022	PORSCHE RUNGROTEVNICH	RFND TO PURCHASE 3 T.V FOR DISPATCH (POLICE DEPT)	100-30-310-53100-00000	\$ 937.77
238380	10/06/2022	PRIME POWER EQUIPMENT INC	MATERIALS & SUPPLIES FOR STREET LANDSCAPE CREW	245-50-560-53100-15536	\$ 164.20
238381	10/06/2022	RENE LUCERO	RFND 9/24/2022 355613,351706 AND RECEIPT 359383	501-60-000-22333-00000	\$ 300.00
238382	10/06/2022	RETAIL ACQUISITION & DEVELOPMENT	BATTERIES FOR PATROL	100-30-340-53100-00000	\$ 781.83
238383	10/06/2022	RIGHT OF WAY INC	TRAFFIC CONTROL SERVICES FOR SPECIAL EVENTS	255-50-550-51101-16101	\$ 1,115.00
238384	10/06/2022	RIO HONDO COMM. COLLEGE	POST SUPERVISORY COURSE 10/17-28/22 FOR MATTHEW B.	501-30-000-22410-00000	\$ 228.00
238385	10/06/2022	RODOLFO IVAN MELO SOTO	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 67.85
238386	10/06/2022	ROSA NUNO	RFND DUE TO SCHOOL HAVING LOW ENROLLEMT (BASKETBAL	501-60-000-22326-00000	\$ 50.00
238387	10/06/2022	RUDELFO CARDENAS	MUSIC ENTERTAINMENT FOR SR CTR BIRTHDAY	275-60-726-51101-16074	\$ 200.00
238388	10/06/2022	SAN GABRIEL VALLEY WATER COMPANY	WATER COST	252-60-620-53402-00000	\$ 5,277.10
238389	10/06/2022	SERVICE FIRST CONTRACTORS	POOL MAINTENANCE 9/18/2022	100-60-620-53371-00000	\$ 351.52
238389	10/06/2022	SERVICE FIRST CONTRACTORS	MAINTENANCE SERV OF AQUATIC CTR POOL	252-60-620-53371-00000	\$ 351.53
238390	10/06/2022	SIRCHIE FINGER PRINT LABORATORIES	SUPPLIES FOR EVIDENCE	100-30-360-53100-00000	\$ 470.39
238391	10/06/2022	SMART & FINAL	PURCHASED FOR THE FOOD GIVEAWAY EVENT & SERENITY	100-60-610-53100-00000	\$ 73.81
238391	10/06/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR SR CTR TRIP	501-60-000-22327-00000	\$ 53.17
238391	10/06/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE SR CTR	501-60-000-22327-00000	\$ 99.12
238391	10/06/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR CT COUNCIL	100-25-299-53100-11405	\$ 65.41
238391	10/06/2022	SMART & FINAL	PURCHASED FOR THE FOOD GIVEAWAY EVENT & SERENITY	100-60-610-53100-00000	\$ 119.39
238392	10/06/2022	SONIA CELAYA	RFND REGISTRATION FEE DUE TO SCHOOL LOW ENROLLMENT	501-60-000-22326-00000	\$ 50.00
238393	10/06/2022	SOUTH COAST LIGHTING & DESIGN INC	PURCHASE OF TWO (2) 15"POLE	240-50-550-53100-15705	\$ 2,010.30
238394	10/06/2022	SOUTHERN CALIFORNIA EDISON	TINY HOME @ 13167 GARVEY AVE	501-50-000-22000-55003	\$ 425.02
238394	10/06/2022	SOUTHERN CALIFORNIA EDISON	TINY HOME 13169 GARVEY AVE	501-50-000-22000-55003	\$ 48.01
238395	10/06/2022	SPARKLETTES	WATER & COFFEE SUPPLIES FOR CT FACILITIES	100-60-620-53100-00000	\$ 683.79
238395	10/06/2022	SPARKLETTES	WATER & COFFEE SUPPLIES FOR CT FACILITIES	252-60-620-53100-00000	\$ 683.79
238396	10/06/2022	STAPLES BUSINESS CREDIT	MATERIALS & SUPPLIES FOR THE SR CTR & TEEN CTR	100-60-660-53100-00000	\$ 425.27

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238396	10/06/2022	STAPLES BUSINESS CREDIT	MATERIALS & SUPPLIES FOR THE SR CTR & TEEN CTR	100-60-630-53100-00000	\$ 301.02
238397	10/06/2022	STARSDIE SECURITY & INVESTIGATIONS INC	JAIL OPERATIONS	100-30-370-51100-00000	\$ 38,582.23
238397	10/06/2022	STARSDIE SECURITY & INVESTIGATIONS INC	JAIL OPERATIONS	100-30-370-51100-00000	\$ 44,270.66
238398	10/06/2022	STERICYCLE, INC.	COLLECTION OF BIOHAZARD MATERIALS	100-30-360-53100-00000	\$ 85.83
238399	10/06/2022	SUGBILLY ALBIR	RFND DUE TO SCHOOL HAVING LOW ENROLLMENT.	501-60-000-22326-00000	\$ 50.00
238400	10/06/2022	SUNBELT RENTALS	RENTAL EQUIPMENT FOR STREET MARKET 8/11-09/07/22	100-60-610-53391-16101	\$ 14,642.91
238400	10/06/2022	SUNBELT RENTALS	RENTAL EQUIPMENT FOR STREET MARKET 9/8-09/21/2022	100-60-610-53391-16101	\$ 5,404.45
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	100-60-620-53371-00000	\$ 113.00
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	100-60-620-53371-00000	\$ 45.00
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	100-60-620-53371-00000	\$ 75.00
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	100-60-620-53371-00000	\$ 196.00
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	100-60-620-53371-00000	\$ 115.50
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	252-60-620-53371-00000	\$ 31.50
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	252-60-620-53371-00000	\$ 77.00
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	252-60-620-53371-00000	\$ 62.00
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	252-60-620-53371-00000	\$ 93.00
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	252-60-620-53371-00000	\$ 132.00
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	252-60-620-53371-00000	\$ 90.00
238401	10/06/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	252-60-620-53371-00000	\$ 59.00
238402	10/06/2022	TRIPLEPEI,SMITH AND ASSOCIATES, INC	COMMUNICATON AND SOCIAL MEDIA SERVICES JULY 2022	230-10-110-51100-11402	\$ 1,370.00
238402	10/06/2022	TRIPLEPEI,SMITH AND ASSOCIATES, INC	COMMUNICATON AND SOCIAL MEDIA SERVICES AUG 2022	230-10-110-51100-11402	\$ 4,293.75
238403	10/06/2022	TRIPLE B CORPORATION	FOOD/PRODUCE FOR THE FREE SR MEALS PROG (# 9)	275-60-713-53100-16075	\$ 1,715.50
238404	10/06/2022	UNITED ROTARY BRUSH CORP	PARTS FOR CITY STREET SWEEPER	246-50-552-53100-15005	\$ 266.52
238405	10/06/2022	USA ALARM SYSTEMS, INC.	FIRE ALARM SYS SERV @ CT FACILITIES - OCT 2022	100-60-620-58140-00000	\$ 973.34
238405	10/06/2022	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING SERV @ CT FACILITIES	100-60-620-58140-15100	\$ 245.00
238405	10/06/2022	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING SERV @ CT FACILITIES	252-60-620-58140-00000	\$ 973.33
238406	10/06/2022	VERIZON WIRELESS	MTHLY CELL PHONE BILL 8/22-9/21/2022	100-40-405-53403-00000	\$ 49.96
238406	10/06/2022	VERIZON WIRELESS	MTHLY CELL PHONE BILL 8/22-9/21/2022	220-40-420-53403-14700	\$ 49.96
238407	10/06/2022	WALTER ALAS	RFND BASIC SUBSIDY REGISTRATION FOR GEDDES - ARPA	275-60-734-53370-16077	\$ 159.00
238408	10/06/2022	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 3.52
238408	10/06/2022	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 12.29
238408	10/06/2022	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 8.77
238409	10/06/2022	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	100-60-620-53100-00000	\$ 2,876.93
238409	10/06/2022	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	252-60-620-53100-00000	\$ 243.71
238409	10/06/2022	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	252-60-620-53100-00000	\$ 1,099.69
238409	10/06/2022	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	252-60-620-53100-00000	\$ 1,533.54
238410	10/06/2022	WEST COAST ARBORISTS, INC	PLANTED 4 TREES @ 12700 RAMONA BLVD	403-10-160-54100-00000	\$ 1,000.00
238410	10/06/2022	WEST COAST ARBORISTS, INC	TO REPLACED LOST CHECK. CHECK # 237787	251-50-561-51100-00000	\$ 42,086.00
238411	10/06/2022	YUNEX LLC	CT TRAFFIC SIGNALS AND STREET LIGHTS AUG 22	240-50-530-51100-00000	\$ 1,825.50
238411	10/06/2022	YUNEX LLC	REMOVED & REPLACED POLE DUE TO TRAFFIC COLLISION @	403-10-160-54100-00000	\$ 3,103.20
238411	10/06/2022	YUNEX LLC	TS RESPONSE LOS ANGELES & STEWART FOR AUG 2022	240-50-530-51100-00000	\$ 222.00
238411	10/06/2022	YUNEX LLC	TS RESPONSE PUENTE & MERCED FOR AUG 2022	240-50-530-51100-00000	\$ 1,580.78
238411	10/06/2022	YUNEX LLC	CT TRAFFIC SIGNALS AND STREET LIGHTS AUG 22	240-50-530-51100-00000	\$ 10,075.07
238412	10/06/2022	EIDE BAILLY LLP	FY21 ACFR AUDIT PROGRESS BILLING #5 MAY 2022	100-20-210-51101-12420	\$ 30,000.00
238412	10/06/2022	EIDE BAILLY LLP	FY21 ACFR AUDIT PROGRESS BILLING #6 JUNE 2022	100-20-210-51101-12420	\$ 13,035.00
238413	10/06/2022	MARYANN YOUSSEF	CATERING SERVICES FOR SENIOR PROM 2022-FINAL	275-60-726-51101-16074	\$ 1,814.90
238413	10/06/2022	MARYANN YOUSSEF	CATERING SERVICES FOR SENIOR PROM 2022	501-60-000-22327-00000	\$ 640.50
238413	10/06/2022	MARYANN YOUSSEF	CREDIT SENIOR PROM 2022 DUE TO LOWER PARTICIPANTS	275-60-726-51101-16074	\$ (762.55)
238414	10/06/2022	4 IMPRINT, INC	SUPPLIES FOR COMMITY RELATIONS	501-30-000-21500-00000	\$ 1,682.14
238415	10/06/2022	ABSOLUTE SECURITY INTERNATIONAL CORP	SECURITY SERVICES FOR STREET MARKET ON 9/15/2022	501-60-000-22328-16101	\$ 560.40
238416	10/06/2022	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVICES@ SEINOR CENTER 8/27-9/9/22	501-60-000-22328-00000	\$ 858.00
238417	10/06/2022	ACRYLATEX COATINGS AND RECYCLING INC	PAINT AND SUPPLIES FOR GRAFFITI ABATEMENT	245-50-570-53100-15040	\$ 521.26
238418	10/06/2022	ALL STATE POLICE EQUIPMENT	DEPARTMENT EQUIPMENT FOR OFFICERS-9/21/2022	100-30-340-53100-00000	\$ 261.56
238418	10/06/2022	ALL STATE POLICE EQUIPMENT	DEPARTMENT EQUIPMENT FOR OFFICERS-9/22/2022	100-30-340-53100-00000	\$ 271.44
238419	10/06/2022	AP TECHNOLOGY LLC	BLANK CHECKS FOR FINANCE	401-10-141-53320-11502	\$ 732.10
238420	10/06/2022	APN LANDSCAPING INC	REPAIRS LANDSCAPE/ IRRIGATION/LIGHTING/HARDSCAPE	403-10-160-54100-00000	\$ 11,500.00
238421	10/06/2022	APRIL M. ROJO	REIM-MATERIALS,SUPPLIES FOR SERENITY HOMES 9/24/22	501-60-000-22328-00000	\$ 190.39
238422	10/06/2022	ARMANDO NAVA	REIM FOR FIRST AID SUPPLIES FOR THE YOUTH SPORTS	501-60-000-22326-00000	\$ 15.66
238423	10/06/2022	AT&T	PHONE AND WIRELESS FOR SEPTEMBER 2022	100-30-310-53403-00000	\$ 53.03
238424	10/06/2022	B&B TIRE SERVICE	PAYMENT FOR TIRE 225-70-19-5	402-50-590-53100-00000	\$ 45.00
238425	10/06/2022	BILL ROOT	REPALCEMENT CHECK FOR FY 21/22 UNIFORM ALLOWANCE	100-30-340-50119-00000	\$ 900.00
238426	10/06/2022	BLACK & WHITE EMERGENCY VEHICLES, LLC	EMERGENCY REPAIRS TO POLICE VEHICLES	402-50-591-53371-00000	\$ 2,534.15
238427	10/06/2022	BLUESKY DIVERSIFIED INC.	SERVICE FOR VEHICLES 9/9/2022	402-50-591-53371-00000	\$ 41.65

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238427	10/06/2022	BLUESKY DIVERSIFIED INC.	SERVICE FOR VEHICLES 9/14/2022	402-50-591-53371-00000	\$ 17.48
238428	10/06/2022	BSN SPORTS	EQUIPMENT & SUPPLIES FOR THE YOUTH BASKETB PROGRAM	501-60-000-22326-00000	\$ 668.64
238429	10/06/2022	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 234.71
238429	10/06/2022	CAR QUEST	PARTS AND SUPPLIES FOR POLICE VEHICLES	402-50-591-53100-00000	\$ 275.65
238429	10/06/2022	CAR QUEST	PARTS AND SUPPLIES FOR POLICE VEHICLES	402-50-591-53100-00000	\$ 43.55
238429	10/06/2022	CAR QUEST	PARTS AND SUPPLIES FOR POLICE VEHICLES	402-50-591-53100-00000	\$ 49.59
238429	10/06/2022	CAR QUEST	PARTS AND SUPPLIES FOR POLICE VEHICLES	402-50-591-53100-00000	\$ 77.59
238429	10/06/2022	CAR QUEST	PARTS AND SUPPLIES FOR POLICE VEHICLES	402-50-591-53100-00000	\$ 35.25
238429	10/06/2022	CAR QUEST	PARTS AND SUPPLIES FOR POLICE VEHICLES	402-50-591-53100-00000	\$ 21.77
238429	10/06/2022	CAR QUEST	PARTS AND SUPPLIES FOR POLICE VEHICLES	402-50-591-53100-00000	\$ 53.77
238429	10/06/2022	CAR QUEST	PARTS AND SUPPLIES FOR POLICE VEHICLES	402-50-591-53100-00000	\$ 123.59
238429	10/06/2022	CAR QUEST	PARTS AND SUPPLIES FOR POLICE VEHICLES	402-50-591-53100-00000	\$ 67.21
238429	10/06/2022	CAR QUEST	PARTS AND SUPPLIES FOR POLICE VEHICLES	402-50-591-53100-00000	\$ 84.41
238430	10/06/2022	CHARTER COMMUNICATIONS	PHONE AND WIRELESS SERVICE FOR SEP. 2022	100-30-310-53403-00000	\$ 421.34
238431	10/06/2022	CHICAS GRAPHICS AND DESIGN	REPLACEMENT CHECK FOR BACKDROP FOR YOUTH T-BALL	501-60-000-22326-00000	\$ 443.48
238431	10/06/2022	CHICAS GRAPHICS AND DESIGN	CORRUGATED SIGNS & BANNERS FOR THE STREET MARKET	100-60-610-51100-16101	\$ 2,337.83
238431	10/06/2022	CHICAS GRAPHICS AND DESIGN	FULL COLOR BANNERS FOR MEASURE BP 9/14/2022	100-25-299-53370-11432	\$ 219.00
238431	10/06/2022	CHICAS GRAPHICS AND DESIGN	MEASURE BP BANNER & FULL COLOR TABLE CLOTH 9/28/22	100-25-299-53370-11432	\$ 821.25
238432	10/06/2022	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES FOR COMMUNITY CENTER	100-60-610-53100-00000	\$ 239.08
238432	10/06/2022	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES FOR COMMUNITY AQUATIC CTR	501-60-000-22329-00000	\$ 520.26
238433	10/06/2022	COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE & CONTROL.	ANIMAL CONTROL SERVICES	240-30-390-51100-13250	\$ 6,260.51
238433	10/06/2022	COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE & CONTROL.	ANIMAL CONTROL SERVICES	275-30-712-51100-13250	\$ 61,558.06
238433	10/06/2022	COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE & CONTROL.	ANIMAL CONTROL SERVICES	275-30-712-51100-13250	\$ 58,047.94
238434	10/06/2022	CRISTINA SANCHEZ	REFUND FOR YOUTH BASKETBALL REGISTRATION	501-60-000-22326-00000	\$ 50.00
238435	10/06/2022	DERIAN FAMILY FOODS	BALLOONS & DECORATING SUPPLIES FOR TEEN CENTER	100-60-660-53100-00000	\$ 367.65
238435	10/06/2022	DERIAN FAMILY FOODS	SENERITIY HOME GRAND OPENING ON 9/24/2022	501-60-000-22328-00000	\$ 144.22
238436	10/06/2022	DOWNRANGE HEADQUARTERS	PURCHASE LEGION HOSTAGE KIT & CIRCLE KIT 9/23/2022	100-30-340-53100-00000	\$ 1,299.98
238437	10/06/2022	DULCE M. CRUZ	FOOD FOR MEXICAN INDEPENDENCE DAY	501-60-000-22327-00000	\$ 1,064.88
238438	10/06/2022	DUO DK. INC	DRY CLEANING SERVICES FOR LINEN & KING & QUEEN R.	501-60-000-22327-00000	\$ 126.00
238439	10/06/2022	EAGLE PORTABLES INC	PORTABEL RESTROOM RENTALS FOR THE STREET MARKET	100-60-610-53391-16101	\$ 924.75
238439	10/06/2022	EAGLE PORTABLES INC	PORTABLE RESTROOM RENTALS FOR STREET MARKET	100-60-610-53391-16101	\$ 924.75
238440	10/06/2022	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	\$ 401.68
238440	10/06/2022	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	\$ 386.12
238440	10/06/2022	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	\$ 561.76
238440	10/06/2022	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	\$ 90.04
238441	10/06/2022	EZEQUIEL CONTRERAS	CONTRACT SERVICES TO TAE KWON DO CLASSES 8/22-9/15	501-60-000-22328-00000	\$ 799.50
238442	10/06/2022	FM BODY & CLASSIC RESTORATION, INC	REPAIRE CITY'S VEHICLE TO UNIT 5049	402-50-590-53371-00000	\$ 789.97
238443	10/06/2022	FOOD 4 LESS	PURCHASE FOOD FOR FREE SENIOR MEAL PROGRAM OCT. 22	275-60-713-53100-16075	\$ 12,077.10
238444	10/06/2022	FRONTIER COMMUNICATIONS	LOCAL SERVICE INTERNET FOR 9/19-10/18/2022	501-50-000-22000-55003	\$ 100.99
238444	10/06/2022	FRONTIER COMMUNICATIONS	TINY HOMES @ 13167 GARVERY #626-472-0102-092322-5	501-50-000-22000-55003	\$ 204.99
238445	10/06/2022	GABRIELA GARCIA	REFUND REQUEST FOR YOUTH BASKETBALL REGISTRATION	501-60-000-22326-00000	\$ 50.00
238446	10/06/2022	GRAINGER, INC.	MATERIAL AND SUPPLIES -DOLLY 16*16 CARPETED	251-50-560-53100-00000	\$ 429.28
238447	10/06/2022	GREG RUVOLO	FENCING SERVICES FOR TINY HOMES, CIP22-043	270-50-520-58100-55023	\$ 23,200.00
238447	10/06/2022	GREG RUVOLO	REGULAR RESTROOM & HAND WASH STATION PROJECT	245-50-560-53391-15705	\$ 1,300.00
238448	10/06/2022	HDL, COREN & CONE	2021-22 ACFR STATISTICAL PACKAGE WITH DOL DEBT	100-25-299-51100-00000	\$ 795.00
238449	10/06/2022	I COLOR PRINTING	PRINTING OF BP NOW AUTUST-OCTOBER 2022 ISSUE	230-60-610-51100-11400	\$ 3,253.33
238450	10/06/2022	IMAGEN SOLUTIONS	PROMO ITEMS FOR SUMMER CONCERTS 6/30/2022	230-60-610-51100-16144	\$ 806.79
238451	10/06/2022	INELDA HUERTA	LINEN RENTAL-WALNUT CREEK GROUNDBREAKING CEREMONY	501-60-000-22328-00000	\$ 200.00
238452	10/06/2022	INTERSTATE BATTERIES	BATTERIES FOR CITY AND POLICE VEHICLES	402-50-590-53100-00000	\$ 202.48
238452	10/06/2022	INTERSTATE BATTERIES	BATTERIES FOR CITY AND POLICE VEHICLES	402-50-591-53100-00000	\$ 202.47
238453	10/06/2022	JACQUELINE MIER-LEDESMA	REIM OF DEPOSIT FOR RENTAL AT PICNIC SHELTERS	501-60-000-22333-00000	\$ 100.00
238454	10/06/2022	JC'S PLUMBING & BACKFLOW SVC	LABOR CONTRACT REPLACE VALVE AT CITY HALL	100-60-620-53371-00000	\$ 262.50
238454	10/06/2022	JC'S PLUMBING & BACKFLOW SVC	DRAIN CLEANING OF HOUSE 13187 GARVEY AVE.	100-60-620-53371-00000	\$ 150.00
238454	10/06/2022	JC'S PLUMBING & BACKFLOW SVC	CLEAR MAIN LINE THROUGH CLEAN OUT PD JAIL	100-60-620-53371-00000	\$ 210.00
238454	10/06/2022	JC'S PLUMBING & BACKFLOW SVC	CLEAR MAIN LINE THROUGH CLEAN OUT BPD JAIL	100-60-620-53371-00000	\$ 150.00
238455	10/06/2022	JESICA SOTO	CONTRACT SERVICES TO CPRS/FIRST AID/AED 9/10&17/22	501-60-000-22328-00000	\$ 400.00
238456	10/06/2022	KAREN PAOLA FLORES	REFUND FOR YOUTH BASKETBALL REGISTRATION	501-60-000-22326-00000	\$ 50.00
238457	10/06/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES FOR CANNIBAS: 8/1-8/31/2022	100-40-131-51102-14070	\$ 5,715.00
238457	10/06/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES FOR CANNIBAS: 8/1-8/31/2022	100-40-131-51102-14070	\$ 800.00
238457	10/06/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES FOR CANNIBAS: 8/1-8/31/2022	100-40-131-51102-14070	\$ 200.00
238457	10/06/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES FOR CANNIBAS: 8/1-8/31/2022	100-40-131-51102-14070	\$ 1,320.00
238457	10/06/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES FOR CANNIBAS: 8/1-8/31/2022	100-40-131-51102-14070	\$ 1,800.00
238457	10/06/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES FOR CANNIBAS: 8/1-8/31/2022	100-40-131-51102-14070	\$ 1,400.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238457	10/06/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES FOR CANNIBAS: 8/1-8/31/2022	100-40-131-51102-14070	\$ 1,000.00
238458	10/06/2022	LENCO INDUSTRIES INC.	MAINTENANCE HEAVY DUTY HANDLE FOR THE PD AMOR	402-50-591-53100-00000	\$ 187.38
238459	10/06/2022	LEWIS ENGRAVING INC	NAME BADE FOR COMMISSIONER ROMAN RODRIGUEZ	100-60-600-53100-00000	\$ 13.23
238460	10/06/2022	LIFTOFF LLC	OFFICE 365G1 GCC, U4S-00002, 3 MONTHS & 1 LICENSES	401-10-140-51100-00000	\$ 30.00
238460	10/06/2022	LIFTOFF LLC	OFFICE 365 G3 GCC, AAA-11894 2 MONTHS & 4 LICENSES	401-10-140-51100-00000	\$ 160.00
238460	10/06/2022	LIFTOFF LLC	OFFICE 365 PLAN G3 #AAA-11894 11/EA, OFFICE 365	401-10-140-51100-00000	\$ 17,635.20
238460	10/06/2022	LIFTOFF LLC	OFFICE 365 PLAN G3 200/EA, CIP22-001	275-10-730-58105-51001	\$ 48,000.00
238461	10/06/2022	LINO EMANUEL TOVAR	REFUND FOR YOUTH BASKETBALL REGISTRATION	501-60-000-22326-00000	\$ 50.00
238462	10/06/2022	MANUEL CARRILLO, JR	REIM FOR PRINTING SERVICES OF BP TAX MEASURE FLYER	100-25-299-53100-11432	\$ 853.01
238463	10/06/2022	MARIA DE LOURDES MACIAS	REFUND FOR YOUTH BASKETBALL REGISTRATION	501-60-000-22326-00000	\$ 50.00
238464	10/06/2022	MARIA MORENO	REIMBURSEMENT TO PAY FOR SUPREME MAT PAINT	501-60-000-22328-00000	\$ 188.00
238464	10/06/2022	MARIA MORENO	REIMBURSEMENT OF SUPPLIES FOR GROUNDBREAKING	100-60-620-53100-00000	\$ 13.72
238465	10/06/2022	MARIPOSA LANDSCAPES INC.	LANDSCAPE MAINTENANCE -JUNE 2022	251-50-560-51100-00000	\$ 8,333.33
238466	10/06/2022	MEDLOP TRANSMISSION, INC.	REPAIRS CITY'S VEHICLE TO UNIT 5033 ON 8/21/2022	402-50-590-53371-00000	\$ 1,368.00
238467	10/06/2022	MERCURY FENCE CO., INC	FENCE REPAIRS AT BARNES PARK-9/15/2022	100-60-620-53371-15100	\$ 300.00
238468	10/06/2022	MIKE SALAS	REIMBURSEMENT MATERIALS/SUPPLIES FOR COMMUNITY CEN	100-60-610-53100-00000	\$ 80.04
238468	10/06/2022	MIKE SALAS	REIM FOR REPAIRS & MAINTENANCE OF COMMUNITY CENTER	100-60-610-51101-00000	\$ 45.00
238469	10/06/2022	MILLER'S & ISHAMS FIRE EXTINGUISHERS	FIRE EXTINGUISHER SERVICE FOR CITY YARD AUG. 2022	100-60-620-53371-00000	\$ 511.64
238469	10/06/2022	MILLER'S & ISHAMS FIRE EXTINGUISHERS	FIRE EXTINGUISHER FOR FAMILY SERVICE CTR AUG. 2022	100-60-620-53371-00000	\$ 35.15
238469	10/06/2022	MILLER'S & ISHAMS FIRE EXTINGUISHERS	FIRE EXTINGUISHER SERVICE FOR SEINOR CTR. AUG. 2022	100-60-620-53371-00000	\$ 99.00
238469	10/06/2022	MILLER'S & ISHAMS FIRE EXTINGUISHERS	FIRE EXTINGUISHER - MORGAN COMMUNITY CTR AUG. 2022	100-60-620-53371-00000	\$ 171.07
238469	10/06/2022	MILLER'S & ISHAMS FIRE EXTINGUISHERS	CITY FACILITIES FIRE EXTINGUISHER SERVICE AUG. 2022	252-60-620-53371-00000	\$ 260.22
238469	10/06/2022	MILLER'S & ISHAMS FIRE EXTINGUISHERS	FIRE EXTINGUISHER SERVICE FOR CITY HALL AUG. 2022	252-60-620-53371-00000	\$ 380.65
238469	10/06/2022	MILLER'S & ISHAMS FIRE EXTINGUISHERS	FIRE EXTINGUISHER SERVICE FOR ART& RECR AUG. 2022	252-60-620-53371-00000	\$ 176.00
238470	10/06/2022	MOJICA JUDO CLUB	CONTRACT SERVICES TO JUDO CLASSES OF 8/10-9/17/22	501-60-000-22328-00000	\$ 885.30
238471	10/06/2022	MOON VALLEY NURSERY OF CA, INC	LARGE MATURE TREES	245-50-560-53100-15536	\$ 4,193.24
238471	10/06/2022	MOON VALLEY NURSERY OF CA, INC	LARGE MATURE TREES	251-50-561-53100-00000	\$ 2,500.00
238471	10/06/2022	MOON VALLEY NURSERY OF CA, INC	LARGE MATURE TREES	245-50-560-53100-15536	\$ 2,806.76
238471	10/06/2022	MOON VALLEY NURSERY OF CA, INC	LARGE MATURE TREES	251-50-571-53100-00000	\$ 372.58
238472	10/13/2022	ABIGAIL AVENDANO	REIMBURSEMENT APRA BASIC SUBSIDY WEEK#4-WEEK#6	275-60-734-53370-16077	\$ 440.00
238473	10/13/2022	EVELYN CHAVEZ	REIMBURSEMENT APRA BASIC SUBSIDY WEEK#4-WEEK#6	275-60-734-53370-16077	\$ 321.00
238474	10/13/2022	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	NEXTGEN YOUTH EMPLOYMENT PROGRAM JUNE 2022	275-25-719-51101-17518	\$ 58,492.29
238475	10/13/2022	KAREN SOLANO	REIMBURSEMENT APRA BASIC SUBSIDY WEEK#4-WEEK#6	275-60-734-53370-16077	\$ 144.00
238476	10/13/2022	LORENZO R SALLAS	PYMT OF SOUND TECHNICIAN SERV 4 THE SR PROM	275-60-726-51101-16074	\$ 1,500.00
238477	10/13/2022	MARIANA MORENO	REIMBURSEMENT APRA BASIC SUBSIDY WEEK#4-WEEK#6	275-60-734-53370-16077	\$ 321.00
238478	10/13/2022	MELANIE K. MONTEZ	REIMBURSEMENT APRA BASIC SUBSIDY WEEK#4-WEEK#6	275-60-734-53370-16077	\$ 321.00
238479	10/13/2022	MIREYA RIVERA	REIMBURSEMENT FOR ARPA BASIC SUBSIDY WEEK#2	275-60-734-53370-16077	\$ 75.00
238480	10/13/2022	MIRIAM CARAVEO	REIMBURSEMENT APRA BASIC SUBSIDY WEEK#4-WEEK#6	275-60-734-53370-16077	\$ 298.00
238481	10/13/2022	VANESSA AVINA	REIMBURSEMENT APRA BASIC SUBSIDY AUG-SEP.2022	275-60-734-53370-16077	\$ 291.00
238482	10/13/2022	WALTER ALAS	REIMBURSE REGISTRATION FOR ARPA	275-60-734-53370-16077	\$ 156.00
238483	10/13/2022	ABSOLUTE SECURITY INTERNATIONAL CORP	SECURITY SERVICES FOR STREET MARKET ON 9/8/2022	501-60-000-22328-16101	\$ 574.60
238484	10/13/2022	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVCSIES -- FACILITY RENTAL 9/29/22	501-60-000-22328-00000	\$ 792.00
238485	10/13/2022	ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARD SERVICES ON 8/24/2022	100-30-390-51100-13200	\$ 2,801.76
238485	10/13/2022	ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARD SERVICES ON 9/7/2022	100-30-390-51100-13200	\$ 14,546.79
238485	10/13/2022	ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARD SERVICES2 ON 9/21/2022	100-30-390-51100-13200	\$ 11,659.09
238486	10/13/2022	ASCAP	ANNUAL MUSIC LICENSING FEE 1/1/2023-6/30/2023	100-60-610-53330-00000	\$ 160.60
238486	10/13/2022	ASCAP	ANNUAL MUSIC LICENSING FEE	100-60-630-53330-00000	\$ 160.60
238486	10/13/2022	ASCAP	ANNUAL MUSIC LICENSING FEE	100-60-660-53330-00000	\$ 160.60
238486	10/13/2022	ASCAP	ANNUAL MUSIC LICENSING FEE	100-60-670-53330-15100	\$ 160.60
238486	10/13/2022	ASCAP	ANNUAL MUSIC LICENSING FEE	100-60-680-53330-00000	\$ 160.60
238487	10/13/2022	AUTOMATION SOLUTIONS, INC.	ELECTRICAL SERVICE FOR TINY HOME @13167 GARVEY AVE	270-50-520-58100-55023	\$ 20,255.67
238488	10/13/2022	BIG STUDIO	MEASURE BP-TSHIRTS-9/19/2022	100-25-299-53370-11432	\$ 1,104.71
238488	10/13/2022	BIG STUDIO	BP T-SHIRT REVISION ADDING LOGO AND QR CODE	100-25-299-53370-11432	\$ 363.83
238489	10/13/2022	BOSS HOMES, LLC	CUBEZ FOR TINY HOMES CIP22-043, REMAINING BALANCE	270-50-520-58100-55023	\$ 217,830.50
238490	10/13/2022	CALBO	CALBO TRAINING 1 DAY FOR ARIANNA LEON	100-40-450-53200-00000	\$ 195.00
238490	10/13/2022	CALBO	CALBO TRAINING 1 DAY FOR LONG TANG	100-40-450-53200-00000	\$ 195.00
238490	10/13/2022	CALBO	CALBO TRAINING 1 DAY FOR MICHAEL MENDENHALL	100-40-450-53200-00000	\$ 195.00
238490	10/13/2022	CALBO	CALBO TRAINING 3 DAYS FOR MICHAEL TERAN	100-40-450-53200-00000	\$ 390.00
238491	10/13/2022	CALIFORNIA CONSULTING, INC.	GRANT WRITING SERVICES 9/1/2022--9/30/2022	100-25-299-51100-17000	\$ 4,500.00
238492	10/13/2022	CARLOS N QUINTANA	MUSIC ENTERTAINMENT FOR SENIOR PROM ON 10/7/2022	275-60-726-51101-16074	\$ 2,438.00
238493	10/13/2022	CARLOS VALLE	JANITORIAL SERVICES FOR CITY FACILITIES SEP. 2022	100-60-620-53371-00000	\$ 5,300.00
238493	10/13/2022	CARLOS VALLE	CITYWIDE JANITORIAL SERVICES FOR CITY FACILITIES	245-60-620-53371-15882	\$ 1,300.00
238493	10/13/2022	CARLOS VALLE	CITYWIDE JANITORIAL SERVICES FOR CITY FACILITIES	252-60-620-53371-00000	\$ 6,898.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238494	10/13/2022	CHICAS GRAPHICS AND DESIGN	CORRUGATED BANNER S FOR STREET MARKET -9/1/2022	100-60-610-51100-16101	\$ 897.90
238494	10/13/2022	CHICAS GRAPHICS AND DESIGN	BUSINESS CARDS FOR COUNCILMEMBER PAUL HERNANDEZ	100-10-100-53100-00000	\$ 147.83
238494	10/13/2022	CHICAS GRAPHICS AND DESIGN	FULL COLOR BANNER FOR SENIOR PROM 10/4/2022	501-60-000-22327-00000	\$ 547.50
238495	10/13/2022	CI TECHNOLOGIES INC	ANNUAL MAINTENANCE RENEWAL MARCH 2022-FEB. 2023	100-30-310-51100-00000	\$ 3,400.00
238496	10/13/2022	CORDOBA CORPORATION	PROGRAM EVALUATION & TRANSITION (CCA)-JULY 2022	450-40-470-51101-00000	\$ 4,826.25
238496	10/13/2022	CORDOBA CORPORATION	PROGRAM EVALUATION & TRANSITION (CCA)-AUG. 2022	450-40-470-51101-00000	\$ 7,117.50
238497	10/13/2022	DULCE M. CRUZ	CATERING SERVICES FOR WALNUT CREEK PARK 9/29/2022	501-60-000-22328-00000	\$ 613.20
238498	10/13/2022	EDGAR R MORALES	BUILDING PAINTING SERVICES FOR TINY HOMES	270-50-520-58100-55023	\$ 6,850.00
238499	10/13/2022	EGGLESTON YOUTH CENTERS, INC.	REFUND OF RENTAL FEES FOR YOUTH EVENT	100-60-000-45601-00000	\$ 30.00
238500	10/13/2022	ENTERPRISE FM TRUST	CITYWIDE LEASING PROGRAM, CIP22-008 OF JULY 2022	275-30-765-58140-53001	\$ 56,642.26
238500	10/13/2022	ENTERPRISE FM TRUST	CITYWIDE LEASING PROGRAM, CIP22-008 OF AUGUST 2022	275-30-765-58140-53001	\$ 84,566.54
238500	10/13/2022	ENTERPRISE FM TRUST	CITYWIDE LEASING PROGRAM, CIP22-008 OF SEP. 2022	275-30-765-58140-53001	\$ 28,172.35
238501	10/13/2022	FRONTIER COMMUNICATIONS	# 626 338 5795 031798 5	100-30-310-53403-00000	\$ 165.97
238502	10/13/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM EQUIPMENT FOR PST. MENDEZ	100-30-340-53100-00000	\$ 200.83
238502	10/13/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM EQUIPMENT FOR PST. MENDEZ	100-30-340-53100-00000	\$ 119.23
238502	10/13/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM EQUIPMENT FOR OFFICER CABRIALES	100-30-340-53100-00000	\$ 190.40
238502	10/13/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR MENDEZ-9/19/22	100-30-340-53100-00000	\$ 261.19
238502	10/13/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR MENDEZ-9/19/22	100-30-340-53100-00000	\$ 9.70
238502	10/13/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM EQUIPMENT FOR PST. MENDEZ	100-30-340-53100-00000	\$ 27.63
238502	10/13/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR MARTIN-9/26/22	100-30-340-53100-00000	\$ 132.75
238503	10/13/2022	GRAINGER, INC.	MATERIALS/SUPPLIES FOR THE WALNUT CREEK PARK 9/21	501-60-000-22328-00000	\$ 163.86
238504	10/13/2022	GREENSHINE NEW ENERGY LLC	PORTABLE LIGHTING FOR TINY HOMES SITE, CIP22-044	270-50-520-58110-55023	\$ 25,705.30
238505	10/13/2022	JAVIER AVALOS PASARAN	REIMBURSEMENT FOR RENTAL ATADOBE ROOMS AT JULIA	501-60-000-22333-00000	\$ 245.00
238506	10/13/2022	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS--SERENITY HOMES BATHROOM 10/3/22	100-60-620-53371-00000	\$ 150.00
238507	10/13/2022	JESUS RIOS ASTORGA	MILEAGE REIMBURSEMENT APA CA CONFERENCE 10/2/22	100-40-440-53200-00000	\$ 40.50
238508	10/13/2022	LESAR DEVELOPMENT CONSULTANTS	TECHNICAL ASSISTANCE FOR HOMELESS THROUGH 7/31/22	259-60-610-51100-16062	\$ 2,951.25
238508	10/13/2022	LESAR DEVELOPMENT CONSULTANTS	TECHNICAL ASSISTANCE FOR HOMELESS THROUGH 8/31/22	259-60-610-51100-16062	\$ 6,701.25
238509	10/13/2022	LEWIS ENGRAVING INC	1 5/8X 13 PLATE FOR JESUS A RIOS 10/10/2022	100-40-440-53100-00000	\$ 11.58
238510	10/13/2022	LIDIA CENTENO	REFUND OF DEPOSIT FOR RENTAL ON 8/19/2022	501-60-000-22333-00000	\$ 500.00
238511	10/13/2022	LORRAINE MENDEZ	PREPARATION OF HUD REPORTS	221-40-470-51101-17057	\$ 4,700.00
238512	10/13/2022	LOS ANGELES COUNTY PUBLIC WORKS	COORDINATED MONITORING PROGRAM BILLING NO. 4	249-50-510-51100-15400	\$ 36,266.00
238513	10/13/2022	MAJESTIC FIRE PROTECTION INC	REFILL HALON SYSTEM IN BASEMENT	100-60-620-53371-00000	\$ 6,300.00
238514	10/13/2022	MANUEL CARRILLO, JR	REIMBURSEMENT FOR PRINTING SERVICES 9/29/2022	501-60-000-22328-00000	\$ 410.59
238515	10/13/2022	MARIA DE LOURDES BARRON	REFUND FOR YOUTH BASKETBALL REGISTRATION	501-60-000-22326-00000	\$ 50.00
238516	10/13/2022	MELISSA CHIPRES	PARKING REIMBURSEMENT--APA CA CONFERENCE 10/4/22	100-40-440-53200-00000	\$ 125.00
238516	10/13/2022	MELISSA CHIPRES	MILEAGE REIMBURSEMENT--APA CA CONFERENCE 10/4/22	100-40-440-53200-00000	\$ 81.00
238517	10/13/2022	MI LINDO OAXACA	TACO AND TALK TUESDAY WITH THE CHIEF ON 10/4/2022	100-30-310-53100-00000	\$ 1,090.00
238518	10/13/2022	MICHAEL KELLY	JAIL INMATE PHONE SYSTEM SUPPLY & MAINTENANCE AUG.	501-30-000-22407-00000	\$ 200.00
238518	10/13/2022	MICHAEL KELLY	JAIL INMATE PHONE SYSTEM SUPPLY & MAINTENANCE JULY	501-30-000-22407-00000	\$ 200.00
238518	10/13/2022	MICHAEL KELLY	CALBO TRAINING 1 DAY FOR LONG TANG	501-30-000-22407-00000	\$ 200.00
238519	10/13/2022	MIREYA NUNEZ	REIMBURSEMENT OF DEPOSIT FOR RENTAL AT JULIA CTR	501-60-000-22333-00000	\$ 500.00
238520	10/13/2022	MOBILE MINI INC.	PREMIUM DOOR CONTAINER RENTAL FOR STREET MARKET	100-60-610-53391-16101	\$ 364.11
238521	10/13/2022	MONTY'S ELECTRIC, INC.	ELECTRICAL REPAIRS AT MORGAN PARK 3 HOURS 8/12/22	252-60-620-53371-00000	\$ 225.00
238522	10/13/2022	MOTOROLA SOLUTIONS, INC.	FLEX ANALYTIC SOFTWARE MAINTENANCE 4/1/22-4/31/23	100-30-310-51100-00000	\$ 3,338.27
238522	10/13/2022	MOTOROLA SOLUTIONS, INC.	FLEX ANALYTIC SOFTWARE MAINTENANCE 10/1/22-9/30/23	100-30-310-51100-00000	\$ 51,224.42
238523	10/13/2022	RICHARD SOONG	CALBO TRAINING 1 DAY FOR LONG TANG	100-40-440-53100-00000	\$ 152.60
238524	10/13/2022	YESENIA CARERA	REFUND OF DEPOSIT \$500 FOR RENTAL ON OCT. 1, 2022	501-60-000-22333-00000	\$ 500.00
238525	10/13/2022	BANKCARD CENTER	REGISTRATION FEE FOR NOCHE DE LUMINARIAS EVENT	100-60-600-53350-00000	\$ 125.00
238525	10/13/2022	BANKCARD CENTER	MTHLY FEE FOR DROPBOX SUBSCRIPTION USED FOR THE BP	100-60-610-51100-00000	\$ 11.99
238525	10/13/2022	BANKCARD CENTER	PURCHASE SUPPLIES FOR COMMUNITY CT GAMESROOM	100-60-610-53100-00000	\$ 128.63
238525	10/13/2022	BANKCARD CENTER	PAYMENT FOR SG VALLEY NEWS SUBSCRIPTION	100-60-610-53330-00000	\$ 10.00
238525	10/13/2022	BANKCARD CENTER	PAYMENT FOR SG VALLEY NEWS SUBSCRIPTION	100-60-610-53330-00000	\$ 10.00
238525	10/13/2022	BANKCARD CENTER	CR FOR RV THAT WAS RENTED FOR ST MARKET PERFORMERS	100-60-610-53391-16101	\$ (472.00)
238525	10/13/2022	BANKCARD CENTER	PURCHASE AC FUSE FOR THE FAMILY SERV CENTER	100-60-620-53100-00000	\$ 21.26
238525	10/13/2022	BANKCARD CENTER	PRINTING SERV FOR SR PROM FLYERS	100-60-630-51101-00000	\$ 348.21
238525	10/13/2022	BANKCARD CENTER	NETFLIX MTHLY FEE FOR USAGE @ THE SR CENTER	100-60-630-53330-00000	\$ 3.87
238525	10/13/2022	BANKCARD CENTER	NETFLIX MTHLY FEE FOR USAGE @ THE TEEN CTR	100-60-660-53330-00000	\$ 3.87
238525	10/13/2022	BANKCARD CENTER	NETFLIX MTHLY FEE FOR USAGE @ THE BARNES PARK	100-60-670-53330-15100	\$ 3.88
238525	10/13/2022	BANKCARD CENTER	PRINTING SERV FOR DAY OF THE DEAD EVENT POSTCARD	100-60-680-53320-00000	\$ 89.74
238525	10/13/2022	BANKCARD CENTER	NETFLIX MTHLY FEE FOR USAGE @ THE ARC	100-60-680-53330-00000	\$ 3.87
238525	10/13/2022	BANKCARD CENTER	PURCHASE PARTS FOR MORGAN PARK SPLASH PAD	252-60-620-53100-00000	\$ 518.54
238525	10/13/2022	BANKCARD CENTER	PURCHASE OF MEALS FOR SERENITY HOMES VALUNTEERS	501-60-000-22328-00000	\$ 174.81
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - TRAFFIC CTRL & GARVEY PROJ	240-50-550-53100-15705	\$ 778.04

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GRAFFITI DIVISION	245-50-570-53100-14885	\$ 134.14
238526	10/13/2022	HOME DEPOT	MATERIAL & SUPPLIES - MISC ITEMS FOR ST LANDSCAPE	251-50-560-53100-00000	\$ 116.51
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 9.89
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 10.74
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 390.48
238526	10/13/2022	HOME DEPOT	MATERIAL & SUPPLIES - MISC ITEMS FOR ST LANDSCAPE	251-50-560-53100-00000	\$ 511.54
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 332.56
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GRAFFITI DIVISION	245-50-570-53100-14885	\$ 351.96
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - TRAFFIC CTRL & GARVEY PROJ	240-50-550-53100-15705	\$ 682.61
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 52.19
238526	10/13/2022	HOME DEPOT	MATERIAL & SUPPLIES - MISC ITEMS FOR ST LANDSCAPE	251-50-560-53100-00000	\$ 74.50
238526	10/13/2022	HOME DEPOT	MATERIAL & SUPPLIES GARVEY PROJECT	251-50-571-53100-00000	\$ 2,306.88
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - TRAFFIC CTRL & GARVEY PROJ	240-50-550-53100-15705	\$ 247.16
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 205.73
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - TRAFFIC CTRL & GARVEY PROJ	240-50-550-53100-15705	\$ 667.98
238526	10/13/2022	HOME DEPOT	MATERIAL & SUPPLIES - MISC ITEMS FOR ST LANDSCAPE	251-50-560-53100-00000	\$ 267.51
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 155.10
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 326.30
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 324.89
238526	10/13/2022	HOME DEPOT	MATERIAL & SUPPLIES - MISC ITEMS FOR ST LANDSCAPE	251-50-560-53100-00000	\$ 617.45
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 283.24
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 13.96
238526	10/13/2022	HOME DEPOT	MATERIAL & SUPPLIES - MISC ITEMS FOR ST LANDSCAPE	251-50-560-53100-00000	\$ (33.03)
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 363.45
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ 21.90
238526	10/13/2022	HOME DEPOT	MATERIAL & SUPPLIES - MISC ITEMS FOR ST LANDSCAPE	251-50-560-53100-00000	\$ 541.13
238526	10/13/2022	HOME DEPOT	MATERIAL & SUPPLIES - MISC ITEMS FOR ST LANDSCAPE	251-50-560-53100-00000	\$ 435.87
238526	10/13/2022	HOME DEPOT	MATERIAL & SUPPLIES - MISC ITEMS FOR ST LANDSCAPE	251-50-560-53100-00000	\$ (33.03)
238526	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES - GARVEY PROJECT	240-50-551-53100-15705	\$ (43.50)
238528	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR COMM CTR,TEEN CTR & ST MA	501-60-000-22328-16101	\$ 4.35
238528	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR COMM CTR,TEEN CTR & ST MA	100-60-680-53100-00000	\$ 34.76
238528	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR COMM CTR,TEEN CTR & ST MA	100-60-610-53100-00000	\$ 39.14
238528	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR COMM CTR,TEEN CTR & ST MA	501-60-000-22328-16101	\$ 87.81
238528	10/13/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR COMM CTR,TEEN CTR & ST MA	501-60-000-22328-16101	\$ 20.76
238529	10/13/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-00000	\$ 132.29
238529	10/13/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-00000	\$ 148.07
238530	10/13/2022	PRISTINE UNIFORMS LLC	UNIFORM FOR LIEUTENANT CROSS	100-30-340-53100-00000	\$ 316.71
238531	10/13/2022	PSYCHEMEDICS CORP	DRUG TESTING FOR POLICE DEPT APPLICANTS OCT 21	100-30-310-51100-00000	\$ 226.00
238531	10/13/2022	PSYCHEMEDICS CORP	DRUG TESTING FOR POLICE DEPT APPLICANTS FOR NOV 21	100-30-310-51100-00000	\$ 402.00
238531	10/13/2022	PSYCHEMEDICS CORP	DRUG TESTING FOR POLICE DEPT APPLICANTS FOR FEB 22	100-30-310-51100-00000	\$ 213.00
238531	10/13/2022	PSYCHEMEDICS CORP	DRUG TESTING FOR POLICE DEPT APPLICANTS FOR APR 22	100-30-310-51100-00000	\$ 132.00
238531	10/13/2022	PSYCHEMEDICS CORP	DRUG TESTING FOR POLICE DEPT APPLICANTS MAY 22	100-30-310-51100-00000	\$ 116.00
238532	10/13/2022	RETAIL ACQUISITION & DEVELOPMENT	BATTERIES FOR PATROL	100-30-340-53100-00000	\$ 771.98
238533	10/13/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR SR CTR TRIP & SR PROM	501-60-000-22327-00000	\$ 19.99
238533	10/13/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR SR CTR TRIP & SR PROM	501-60-000-22327-00000	\$ 172.02
238533	10/13/2022	SMART & FINAL	MATERIALS & SUPPLIES PURCHASED FOR THE ARC	100-60-680-53100-00000	\$ 13.00
238533	10/13/2022	SMART & FINAL	MATERIALS & SUPPLIES PURCHASED FOR THE ARC	100-60-680-53100-00000	\$ 134.61
238533	10/13/2022	SMART & FINAL	MATERIALS & SUPPLIES PURCHASED FOR THE ARC	100-60-680-53100-00000	\$ 13.68
238534	10/13/2022	SOUTH COAST A.Q.M.D	AQMD LIQUID FUEL DISPENSING SYS 13135 GARVEY	402-50-590-53370-00000	\$ 277.12
238534	10/13/2022	SOUTH COAST A.Q.M.D	LATE FEE	100-50-000-55745-00000	\$ 7.59
238534	10/13/2022	SOUTH COAST A.Q.M.D	AQMD EMISSIONS FEE FOR 13135 GARVEY AVE	402-50-590-53370-00000	\$ 151.85
238535	10/13/2022	SOUTHERN CALIFORNIA EDISON	E.C. SALDANA JULY 2022 BILL/HOMELESS PREVENTION	270-60-610-53370-16064	\$ 609.52
238535	10/13/2022	SOUTHERN CALIFORNIA EDISON	D.SANCHEZ OCT 2022 BILL/HOMELESS PREVENTION	270-60-610-53370-16064	\$ 591.63
238535	10/13/2022	SOUTHERN CALIFORNIA EDISON	R.CONTRERAS OCT 2022 BILL/HOMELESS PREVENTION	270-60-610-53370-16064	\$ 639.71
238536	10/13/2022	STANLEY CONVERGENT SECURITY SOLUTIONS,INC	MAINT OF CT HALL SECURITY SOFTWARE FOR OCT 2022	100-60-620-53371-00000	\$ 2,806.28
238536	10/13/2022	STANLEY CONVERGENT SECURITY SOLUTIONS,INC	MAINT OF CT HALL SECURITY SOFTWARE FOR OCT 2022	245-60-620-53371-00000	\$ 1,000.00
238537	10/13/2022	TERMINIX	EXTERMINATOR SERVICES @ CITY FACILITIES	100-60-620-53371-00000	\$ 54.00
238537	10/13/2022	TERMINIX	EXTERMINATOR SERVICES @ CITY FACILITIES	252-60-620-53371-00000	\$ 54.00
238537	10/13/2022	TERMINIX	EXTERMINATOR SERVICES @ CITY FACILITIES	100-60-620-53371-00000	\$ 25.00
238537	10/13/2022	TERMINIX	EXTERMINATOR SERVICES @ CITY FACILITIES	252-60-620-53371-00000	\$ 25.00
238538	10/13/2022	THE GAS COMPANY	GAS COST	252-60-620-53400-00000	\$ 1,393.50
238538	10/13/2022	THE GAS COMPANY	GAS COST	100-60-620-53400-00000	\$ 709.00
238538	10/13/2022	THE GAS COMPANY	D.A. SANCHEZ 07/29-08/29/2022 HOMELESS PREVENTION	270-60-610-53370-16064	\$ 144.44

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238539	10/13/2022	TK ELEVATOR CORPORATION	ANNUAL TESTS PERFORMED FOR ELEVATORS @ CT HALL	100-60-620-53371-00000	\$ 1,165.00
238539	10/13/2022	TK ELEVATOR CORPORATION	ANNUAL TESTS PERFORMED FOR ELEVATORS @ CT HALL	252-60-620-53371-00000	\$ 1,165.00
238540	10/13/2022	TRI-SIGNAL INC.	ANNUAL FIRE ALARM TEST & INSPECTION 9/30-3/29/2023	100-60-620-53371-00000	\$ 1,410.00
238541	10/13/2022	TROPHY WORLD	TILE PLAQUES FOR JOSE MANUEL GODOY	100-10-100-53320-00000	\$ 16.43
238542	10/13/2022	TUAN LE	EDUCATION PROG REIMBURSEMENT FOR FY 22/2023	100-30-310-53210-00000	\$ 823.00
238543	10/13/2022	ULINE, INC.	PURCHASED WATERHOG CARPET MATS	100-60-620-53100-00000	\$ 2,448.88
238544	10/13/2022	US BANK VOYAGER FLEET SYS	DEPARTMENT VEHICLE GAS	402-50-591-53110-16140	\$ 1,705.23
238545	10/13/2022	VALLEY COUNTY WATER DIST	WATER COST	251-50-560-53402-00000	\$ 293.16
238545	10/13/2022	VALLEY COUNTY WATER DIST	LATE FEE CHARGE FOR WATER BILL	100-50-000-55745-00000	\$ 2.00
238545	10/13/2022	VALLEY COUNTY WATER DIST	WATER SERV @ TINY HOMES 14173 GARVEY AVE	501-50-000-22000-55003	\$ 205.90
238546	10/13/2022	VERIZON WIRELESS	DEPT CELL PHONE USAGE 8/22-09/21/2022	100-30-310-53403-00000	\$ 1,265.66
238546	10/13/2022	VERIZON WIRELESS	MOBILE SERV 8/22-09/21/2022	100-40-450-53403-00000	\$ 141.75
238546	10/13/2022	VERIZON WIRELESS	MOBILE SERV 8/22-09/21/2022	100-40-460-53403-00000	\$ 342.29
DFT0005997	10/06/2022	MASSMUTUAL	EMPOWER	100-00-000-21213-00000	\$ 11,121.00
DFT0005998	10/06/2022	MASSMUTUAL	EMPOWER RETIREMENT	100-00-000-21213-00000	\$ 2,032.46
DFT0005999	10/06/2022	MASSMUTUAL	EMPOWER	100-00-000-21232-00000	\$ 1,442.00
DFT0006000	10/06/2022	MASSMUTUAL	EMPOWER	100-00-000-21232-00000	\$ 127.53
DFT0006001	10/06/2022	AMERICAN FIDELITY ASSURANCE COMPANY	FSA - AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 999.95
DFT0006019	10/06/2022	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 2,934.44
DFT0006020	10/06/2022	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 617.08
DFT0006021	10/06/2022	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 415.38
DFT0006022	10/06/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 118.10
DFT0006023	10/06/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 246.12
DFT0006024	10/06/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 30.51
DFT0006025	10/06/2022	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	\$ 51.54
DFT0006026	10/06/2022	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-00000	\$ 3,242.86
DFT0006027	10/06/2022	MASSMUTUAL	MASS MUTUAL CITY PAID	100-00-000-21257-00000	\$ 2,475.00
DFT0006028	10/06/2022	MASSMUTUAL	EMPOWER CITY PAID	100-00-000-21257-00000	\$ 857.18
DFT0006041	10/06/2022	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	\$ 87,219.28
DFT0006042	10/06/2022	INTERNAL REVENUE SERVICE	SOCIAL SECURITY PAYMENT	100-00-000-21200-00000	\$ 8,293.36
DFT0006043	10/06/2022	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	\$ 21,980.19
DFT0006044	10/06/2022	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	\$ 33,842.25
DFT0006045	10/06/2022	MASSMUTUAL	EMPOWER	100-00-000-21213-00000	\$ 10,000.00
DFT0006046	10/06/2022	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	\$ 5,595.46
DFT0006047	10/06/2022	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	\$ 851.72
DFT0006048	10/06/2022	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	\$ 1,966.79
Grand Total:					\$ 1,487,406.79

STAFF REPORT



TO: Honorable Mayor and City Council members
FROM: Sam Gutierrez, Director of Public Works
DATE: November 2, 2022
SUBJECT: Accept Plans and Specifications, and Authorize Publishing a Notice Inviting Bids for City Project No. CIP 22-040 Calino Avenue Drainage Improvements

SUMMARY

This item will authorize the publishing of Notice Inviting Bids for City Project No. CIP 22-040 – Calino Avenue Improvements. The project includes construction of new infrastructure for sanitary sewer, storm drain and street improvements along Calino Avenue.

RECOMMENDATION

Staff recommends that the City Council approve the plans and specifications for CIP 22-040 - Calino Avenue Improvements and authorize staff to publish a Notice Inviting Bids.

FISCAL IMPACT

There is no fiscal impact to the General Fund. Upon review of bids received, staff will recommend a construction contract award. At that time, staff will also provide a construction cost estimate with a breakdown by improvements to be constructed. The funding for construction will come from the ARPA funds - Community Assistance set-aside portion under the infrastructure category.

BACKGROUND

Calino Avenue is located west of Puente Avenue and is an unimproved private residential street. The pavement is in poor condition and does not meet the City standard. There are no curb and gutter, sidewalks, storm drains or sanitary sewer. One hundred percent of the homes along Calino Avenue are on septic tanks. Septic tanks are susceptible to leaks, overflows, and plugging if not properly maintained, posing a risk to residents and the environment. Septic tanks should not be used when sanitary sewer infrastructure is available.

In 2004, in an effort to address the situation, eighty-four percent (84%) of the property owners who reside along Calino Avenue signed a petition requesting that the City initiate the formation of an assessment district. On October 20, 2004, the City Council adopted Resolution 2004-073 declaring its intent to construct certain improvements based on the proposed Calino Avenue Assessment District No. 2004-01.

An assessment district would have allowed the city to construct street improvements and sanitary sewers. Normally the property owners should bear 100% of the cost for the improvements, but in an effort to make it less burdensome for the property owners, the City offered to share the cost for improvements with the property owners. However, in the end construction costs proved to be insurmountable for both the property owners and city and the improvements were not constructed.

With the recently approved American Recovery Plan Act, there is renewed interest in constructing the improvements at Calino Avenue. A cost-sharing scenario is possible due to the nature of ARPA funding. This once-in-a-generation infusion of funds provides an opportunity for State, Local, and Tribal governments with the ability to address a broad range of water and sewer infrastructure needs. ARPA provides governments with wide latitude to identify investments in water and sewer

infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure.

On December 15, 2021, the City Council authorized the Director of Public Works to execute a request for services agreement with for the civil design and engineering services for sewer and storm drain improvements at Calino Avenue. The City Council authorized the allocation of \$1,000,000.00 in ARPA funding for the the design and construction of the Calino Avenue Improvements.

DISCUSSION

On October 24, 2022, the City's on-call firm completed the construction documents and engineering studies for the Calino Avenue Improvements which includes the Plans, Specifications, and Engineering Estimate. The plans are 100% complete and the scope of the the project includes improving the sewer and storm drain connections on Calino Avenue and the rehabilitation of the existing private street. This project will consist of two phases. In the first phase the street improvements will be completed which include: installation of new sewer and strom drain main line on Calino, the installation of laterals to new mainline, and the repaving of the street segment. In phase 2 of the project, the newly constructed sewer laterals will be connected from the street to the existing properties along Calino Avenue and the existing septic tanks will be removed.

ALTERNATIVES

1. The City Council may choose not to go forward with the project. This action is not recommended as the City has already allocated \$ 50,810.00 for the design services.
2. Provide staff with alternate direction.

LEGAL REVIEW

None Required

ATTACHMENTS

1. Notice Inviting Bids

NOTICE INVITING SEALED BIDS

CITY PROJECT: CIP 22-040 – CALINO AVENUE STREET IMPROVEMENTS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Baldwin Park invites sealed bids for the above-stated project, and will receive such bids in the offices of the City Clerk, **14403 E. Pacific Avenue, Baldwin Park, California 91706**, until **10:00 A.M., Tuesday, November 29, 2022** at which time the proposals will be publicly opened and read. Bidders and/or authorized agents are invited to be present. All information submitted with the bid is public information and may be subject to disclosure. Prospective Bidders may obtain all construction documents, addendum, and/or submit questions by accessing the link to protect on planetbids as follows: <https://www.baldwinpark.com/engineering/bids-and-proposals>

Project Description – The general nature of work consists of furnishing all labor, material, equipment, services, and incidentals required for Portland cement concrete (PCC) repairs and improvements, asphalt-concrete (AC) paving, Sewer and Storm Drain Improvements, and installation of best management practices (BMPs). AC and PCC pavement work includes removal and reconstruct of existing AC, sidewalks, cross-gutters, driveways, Longitudinal Gutters and other improvements and related work as shown on plans. Related work includes construction surveying and staking, adjusting utility covers to finished grade, traffic control and all appurtenant work. The bid items, corresponding estimated quantities, and the time allowed to complete the work are listed in the Proposal. The descriptions of bid items are defined in the Technical Provisions Section.

Proposals – Bids shall be sealed and plainly marked “Sealed Bid for BID CITY PROJECT NO. CIP 22-040.” Bids must be prepared using the Contractor’s Bid Proposal forms and all the other forms identified in the Instructions to Bidders. The forms required to complete a bid package are found in Section “C” of these Contract Documents. No bids will be accepted if not submitted using the approved forms. The Information to Bidders provides prospective bidders a summary of requirements for acceptance of bids, guidelines that the City uses in awarding contracts, rules to ensure fairness in contractor procurement and guidelines to aid in interpretation of documents. The Construction Contract / Agreement defines the Contract Documents which serve to control construction, work performed, and materials furnished, and includes the Specifications and Plans.

Plans, Specifications, Documents – Specifications and proposal forms may be requested by contacting the Engineering Division office located at 14403 East Pacific Avenue, Baldwin Park, CA 91706, (626) 960-4011 on and after November 7, 2022 Monday through Thursday between the hours of 8:00 A.M. and 5:00 P.M. Electronic versions of the specifications and proposal forms can be obtained on the City’s website by clicking on “Bid Portal” under the “Public Works” tab.

Bid Security – Each bid must be accompanied by cash, certified check, cashier’s check, or bidder’s bond made payable to the City of Baldwin Park or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount of bid. Such guaranty to be forfeited to the City of Baldwin Park should the bidder to whom the contract is awarded fail to enter into the contract. The City of Baldwin Park reserves the right to reject any and all bids for any reason and to waive any minor irregularities in the bid documents at the discretion of the Director of Public Works. Bidders may not withdraw their bid for a period of sixty (60) days after the opening date.

City Business License, Contractors License and Permit – Prior to contract execution, the

contractor and his/her subcontractors shall obtain a City of Baldwin Park business license. In accordance with provisions of Section 3300 of the California Public Contract Code, the City has determined that the Contractor shall possess a valid **Class "A" California Contractor's License** or other appropriate license classification under the State Contracting Code at the time the contract is bid. Failure to possess such license may render the bid non-responsive. The successful bidder will be required to obtain a City encroachment permit to work in public right-of-way, issued at no fee for the project.

Prevailing Wages – In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined that the general prevailing rates of wages are applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State.

Contractor's Registration – In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal on or after March 1, 2015 or (b) engage in the performance of this Work after April 1, 2015 unless currently registered with the Department of Industrial Relations and qualified to perform the Work pursuant to labor Code Section 1725.5.

Compliance Monitoring and Enforcement – Contractor's performance of the Work described in this Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

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

Advertising Dates:

Monday, November 7, 2022

Monday, November 14, 2022

STAFF REPORT



TO: Honorable Mayor and City Council Members
FROM: Enrique Zaldivar, Chief Executive Officer
Sam Gutierrez, Director of Public Works
DATE: November 2, 2022
SUBJECT: Direction for the Renewal of the City's Exclusive Franchise Agreement for Solid Waste Collection and Refuse Services

SUMMARY

The purpose of this report is to request City Council consideration and direction for the renewal of the City's Exclusive Franchise Agreement (Agreement) with Waste Management, Inc. which is set to expire on June 30, 2023. At their meeting held on June 15, 2022, the City Council approved the final contractual increase due to the Consumer Price Index (CPI) under the current Agreement and directed Staff to bring back a report outlining options and recommendations for the renewal of the Agreement at a subsequent meeting. To ensure the continuity of services and to safeguard residential and commercial customers from experiencing service interruption upon expiration of the current Agreement, Staff is seeking approval from the City Council in order to commence the process for the development of the next iteration of the City's Solid Waste Collection and Refuse Franchise Agreement.

RECOMMENDATION

Staff recommends that the City Council authorize the Chief Executive Officer (CEO) and City Staff to commence discussions and enter into negotiations with Waste Management in the development of an amended and restated exclusive franchise agreement.

FISCAL IMPACT

There is no fiscal impact at this time. The City will continue to receive the fees and services outlined under the current agreement. City will seek no increase in customer rates due to CPI from the current year to the first year of the renewal.

BACKGROUND

Originally approved in 1990 and every year since then, the City of Baldwin Park has had an exclusive franchise agreement with WM for the collection and disposal of all refuse and solid waste generated within the City. During that time, the franchise agreement and the services provided have evolved through various contract iterations, renewals, and amendments. The current franchise agreement was approved on September 4, 2013, with a term of 10 years and is set to expire on June 30, 2023. Staff has reviewed the agreement with a focus on the safe, efficient, economical collection, recycling and disposal of solid waste and has outlined an overview of the incentives, programs, and services included in the agreement.

Franchise Agreement Overview

Incentivized Programs as Revenue to the City:

- Franchise Fee: 15% of gross receipts for all single family and multi-family accounts. 18% for commercial and industrial accounts.
- AB 939 Fee: \$1.29 per solid waste cart; received \$2,107,350 in FY2021-22

- Integrated Waste Management Fund: \$15,000 paid each July 1 and January 1
- Annual Benefit Fund - \$50,0000

Enhanced Waste Diversion Programs:

- Unlimited bulky item curbside collection occurring every Thursday and Friday to coincide with regular trash collection day for residential and multi-family premises. In 2021 over 17,500 bulky requests were completed.
- Illegal Dumping Program including removal and disposal of illegally dumped materials located within 20 feet of the public right-of-way in the City, within two business days from its observation or a request for removal from the City. In 2021, as part of the illegal dumping program 488,301 pounds of illegally dumped items were collected.
- Sharps collection offering residents and multi-family premises with free mail back containers annually.
- Holiday tree collection and recycling of natural, undecorated trees disposed of for two weeks following the holiday season.

Enhanced Community Services:

- Dedicated WM representative and recycling education liaison to City staff and community to quickly respond to customer issues and special requests. Education representative assists business community with free waste audits, recycling compliance and trainings.
- Senior discount rates for residents 60 years or older considered the head of the household.
- Valet Service for disabled or physically challenged Single Family account holders.
- Local Student Internship Program offered to BPUSD students at WM's Baldwin Park office.
- Local Student Scholarship Program in the amount of \$2,500

City Facility and Services

- Services are provided to the City at no cost. This includes free weekly trash, recycling and green waste collection services at designated City facilities including Esperanza Villa and Serenity Homes. Collection services also include City Hall, City Parks, trash cans at bus shelters, Ramona Boulevard within the Downtown Area, and the Metrolink Station.
- City use of WM's Compressed Natural Gas Fueling Facility located in Baldwin Park
- City sponsored events – provide free trash and recycling collection services, and donation of event boxes.

Ancillary Programs and Services

- This year, WM kicked off a residential Recycling Pilot program to help understand recycling habits surrounding plastics in the community. The results of the pilot will be applied in a city-wide education recycling campaign to increase recycling habits in the near future.
- WM offers the use of its Smart Truck technology to support various compliance provisions, including those with respect to SB 1383 such as, cart contamination monitoring, enhanced outreach and education programs, and reporting requirements. This represents savings for the City, if staff were responsible for these obligations.
- WM owns disposal and recycling infrastructure and has partnerships with various organic processing facilities that provides the City guaranteed capacity for all green and organic waste collected within the city limits. With the lack of infrastructure that exists in the County and overall region to support SB 1383, this minimizes the City's uncertainty of where the organic material will be processed.

Regional Rate Comparison

The City's current single-family residential and commercial rates are among the lowest in the San Gabriel Valley region. Among the surrounding cities surveyed, Baldwin Park's residential rate is 12% below the average rate and 14% below the commercial rate for a 3-yard bin serviced one-time per week. See Attachment 1 to this report for a comparison of standard residential and commercial rates for surrounding cities. Moreover, an early survey of regional rates with inclusion of the requirements of SB 1383 indicate that even after implementation of residential organics collection, as required by SB1383, the City will remain with the lowest rates among the surrounding cities.

Compliance with State Recycling Mandates

WM has assisted the City with the implementation and compliance for various new laws and environmental regulations mandated by the State. Recycling laws such as AB 939, AB 341, AB 1594, and AB 1826 relating to commercial organics and residential green waste recycling have been impactful to the community and with the recent passage of Senate Bill (SB) 1383 (Short-Lived Climate Pollutants), the City will soon be required to implement organics services significantly impacting all residential and commercial accounts. SB 1383 also requires the City to conduct related education and outreach; establish edible food recovery programs; monitor compliance; and conduct enforcement measures. WM has been actively working with the City and keeping abreast of these legislation requirements with initial analytical data response and coordination with the State in the development of a robust program to meet compliance.

DISCUSSION

In anticipation of the impending expiration of the current agreement, WM staff has approached staff with the interest of negotiating an agreement extension. Staff is seeking direction from the City Council to engage with WM and commence negotiations for an amended and restated agreement. It is Staff's view that negotiations for an extended agreement should build upon the existing programs outlined in the current agreement and include new revenue and service enhancements. This could include, for instance, an increase to the Annual Benefit Fund contribution from \$50,000 to \$100,000, adding two Community-Wide Clean-up Events (2 per year), e-waste collection, document shredding and expansion of the Baldwin Park Student Scholarship program.

One of the most meaningful elements of a renegotiated agreement, however, must include the implementation of the compliance requirements for SB 1383. As one of the larger recyclers in the Nation, with an extensive infrastructure for processing organic waste, WM is poised to provide the City with the guarantees required to meet compliance with all State recycling mandates, particularly SB 1383. City Staff recommends that the City Council authorize the CEO and City staff to negotiate an extended and restated Agreement with WM per the provisions provided in the current agreement. The timing of the expiration of the franchise agreement with the heavy program demands of SB1383 is a major reason behind the recommendation for negotiating a new agreement with WM. Staff believes that building upon the existing agreement will allow for the swift and seamless implementation of the requirements for SB1383, while minimizing service disruptions so that residents and business will continue to receive a high level of service. WM already has recycling and education programs in place making it easier and much quicker to implement.

Furthermore, staff's review of current service programs and rates in surrounding cities concludes that the City, through its franchise agreement with WM, is providing comprehensive waste and recycling services to both residents and the business community. Current residential and commercial rates continue to be reasonable, and place Baldwin Park in the bottom tier of rates in comparison to surrounding cities. Staff also found WM's overall quality of services to the community to be remarkable with less than 1% of residents and commercial businesses experiencing a missed

pick up. Moving forward, staff believes that there may be opportunities for new program enhancements in support City's goal of a cleaner, sustainable community. Accordingly, it is recommended that the City Council authorize Staff to explore a contract extension with WM. Upon completion of negotiations, staff will bring forth a staff report with recommendation for City Council's consideration and approval or alternate direction thereof.

Staff would negotiate a five-year extension renewal of the current contract with an option for an additional five-year term at the City's sole discretion. Were Council to approve the five-year extension, it would provide staff ample time to conduct a solicitation via a Request for Proposals (RFP) to the open market, and it would allow for the local and regional waste industry to self-adjust following the opening and new operation of the Athens-owned Material Recovery Facility (MRF) in the City of Irwindale, which we expect to be fully operational in 2024.

LEGAL REVIEW

None Required

ALTERNATIVES

1. At their discretion the Council may direct staff to forgo negotiations with WM and circulate a Request for Proposals (RFP) with the intent to explore if the City is receiving the best value under the current contract. As rates are highly unlikely to decrease over the current rate, particularly with SB 1383 programs need to be implemented, this action is not recommended at this time.
2. Provide Staff with alternate direction.

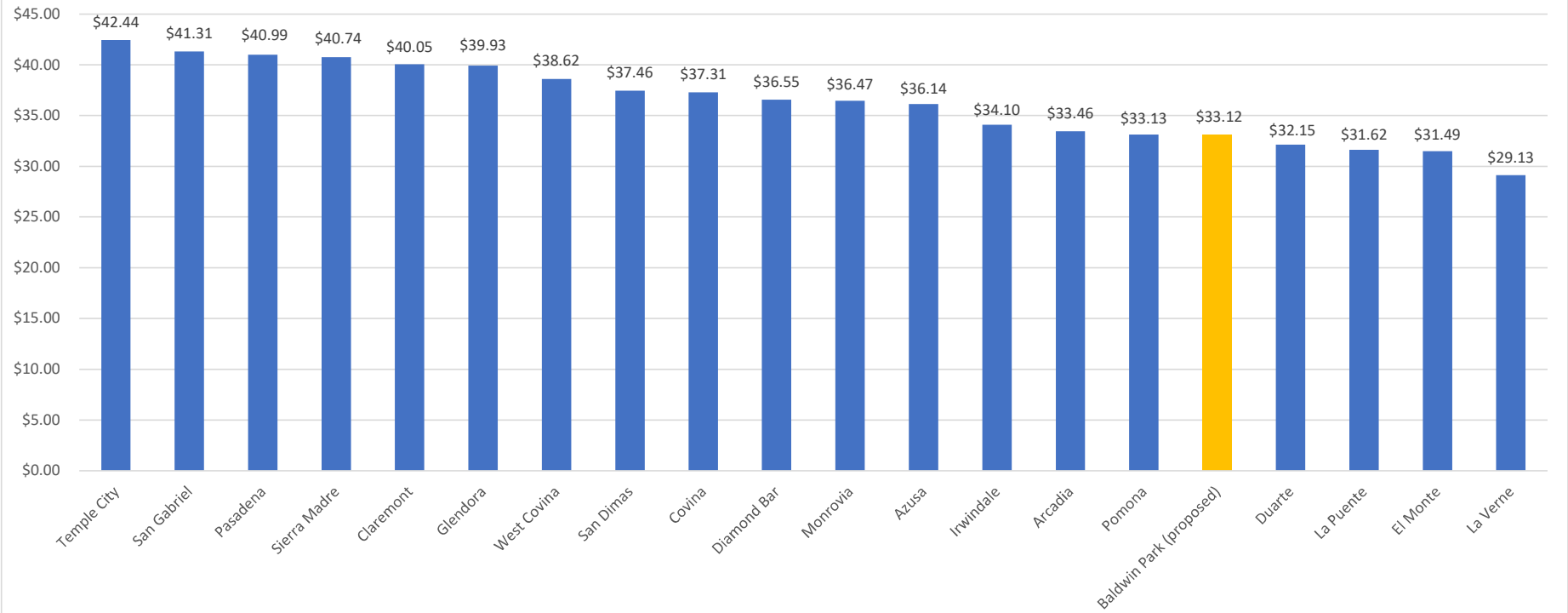
ENVIRONMENTAL CONSIDERATIONS:

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" under Section 15378(b)(5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment.

ATTACHMENTS

1. Rate Comparison Survey

Residential Refuse Rate Survey May 2022



STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Enrique C. Zaldivar, PE, Chief Executive Officer
Manuel Carrillo Jr., Director of Recreation & Community Services
DATE: November 2, 2022
SUBJECT: Approval of an Agreement for Communications and Social Media Services with Tripepi Smith & Associates

SUMMARY

The purpose of this staff report is for the City Council to consider approval of an Agreement for Communications and Social Media Services with Tripepi Smith & Associates.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement for Communications and Social Media Services with Tripepi Smith & Associates; and
2. Authorize the Mayor to Execute the Agreement; and

FISCAL IMPACT

There is no fiscal impact to the General Fund. The adopted Budget for FY22-23 has an appropriation of \$39,000 in account 230-10-110-51100-11402 to cover the cost. City staff and the City Attorney negotiated an agreement that would be determined by an hourly rate and per project. There is no monthly retainer at this time. The total cost for this agreement through November 2, 2023, is not to exceed \$39,000.

BACKGROUND

At their July 7, 2021 City Council Meeting, Staff presented the list of firms received in response to the Request for Proposals (RFP) for City Council to select a firm. At a subsequent City Council Meeting, the City Council directed Staff with City Council consensus to negotiate an agreement with Tripepi Smith & Associates to be presented at a subsequent meeting. At their October 20, 2021, City Council Meeting, City Council approved a one (1) year Agreement through October 20, 2022.

Tripepi Smith & Associates is a team of 26 communications experts, robust enough to offer experienced and effective professionals in public affairs, marketing, technology, and creative services: communication, web, social media, photography, video, and design. The firm offers a spectrum of skills that allows to match the appropriate resource based on the need of services. Tripepi Smith & Associates is a force multiplier for the communication operations of cities across California and is actively working with dozens of cities and public agencies.

Based on media outreach records as well as through a search on Meltwater (an AI-powered tool for media and social media monitoring) over the past 12 months an estimated number of 250 media mentions were attributed to their efforts. The City's top sources are the San Gabriel Valley Tribune and its sister publications (Whittier Daily News and Pasadena Star-News), Baldwin Park News Online and San Gabriel Valley Examiner.

Their media outreach also secured positive mentions of the City in other online, print, and broadcast media outlets, including HeySoCal, NBC, Streetsblog LA, Spectrum, Telemundo, KPCC, KNX, KFI and ABC. The firm is responsive and meets City's deadlines.

The Agreement includes updated fees in accordance with their last Agreement which terminated on October 20, 2022. The City has negotiated a scope of work with a pick menu based on the project needs. The consultant agrees to perform certain services necessary for completion of the project, which include strategic development, social media management, press releases, web hosting and support, contract generation, graphics videos and any other marketing or public affairs tasks assigned by the City.

ALTERNATIVES

City Council may choose not to approve the Agreement.

LEGAL REVIEW

City Attorney has reviewed the Agreement and the Staff Report.

ATTACHMENTS

Professional Services Agreement

Professional Services Agreement

This Agreement is made and entered into this 2nd day of November 2022 between the **CITY OF BALDWIN PARK** ("the City"), and **TRIPEPI SMITH** ("the Consultant"):

1. **Engagement.** The City agrees to engage the Consultant to perform those services described below for Communications and Social Media Services ("the Project").
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Project, which services shall include, without limitation, the following: Strategic development, social media management, press releases, web hosting and support, contact generation, graphics, videos, any other marketing, or public affairs tasks assigned by the City.

Upon request by the City, Consultant shall provide a report and supporting documents regarding the services provided by Consultant. Such documentation and reports shall become the property of the City of Baldwin Park.

A complete description of the services to be provided is contained in a proposal from the Consultant to the City, dated May 10, 2021, which is incorporated herein by reference.

3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
4. **Compensation.** As full compensation for the Consultant's professional services performed hereunder, the City shall pay the Consultant at an hourly rate ("professional services fee") which shall be based on the table below:

Resource	Hourly Rate
Principal	\$330.00 (Two Hundred Eighty-Five Dollars)
Director	\$220.00 (Two Hundred Dollars)
Art Director	\$220.00 (Two Hundred Dollars)
Senior Business Analyst	\$175.00 (One Hundred Sixty Dollars)
Business Analyst	\$120.00 (One Hundred Ten Dollars)
Junior Business Analyst	\$95.00 (Eighty-Five Dollars)
Senior Videographer/Animator	\$175.00 (One Hundred Sixty Dollars)
Photographer/Videographer	\$120.00 (One Hundred Ten Dollars)
Senior Graphic Designer	\$160.00 (One Hundred Forty-Five Dollars)
Web Developer	\$175.00 (One Hundred Seventy-Five Dollars)
Drone Operator	\$175.00 (One Hundred Seventy-Five Dollars)

1. **Compensation for Additional Services.** In the event the City requires services in addition to those described in Paragraph 2, Additional costs if any will be mutually agreement upon between the City and the Consultant. Additional costs for equipment and services as outlined in Exhibit A, client proposal.

2. **Method of Payment.** Payment of the Consultant's professional services fee shall be made monthly, 30 days, by the City upon receipt of billings from the Consultant. Consultant will invoice the City on the last day of each month.
3. **Term.** The term of this agreement shall commence upon the execution of this Agreement by both parties, at which time the Consultant shall begin work on the Project and shall continue, subject to termination provisions of Paragraph 8, for one year.
4. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by the City upon 10 days prior written notice to the Consultant; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.
5. **Insurance.** The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the Extended Liability Endorsement, including Personal Injury; Commercial Umbrella Liability; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers' Liability Insurance. Such insurance shall be at least \$1,000,000 (one million dollars).
6. **Indemnity.** The Consultant shall indemnify and hold harmless the City from and against any and all claims arising from the Consultant's acts, or from the conduct of Consultant's business or from any activity, work or things done, permitted or suffered by the Consultant in the City of Baldwin Park or elsewhere and shall further indemnify and hold harmless the City from and against any and all claims arising from any breach or default in the performance of any obligation on the Consultant under the terms of this Agreement, or arising from any negligence of the Consultant, or any of the Consultant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the City by reason of any such claim, the Consultant upon notice from the City shall defend the same at Consultant's expense by counsel satisfactory to the City. Consultant, as a material part of the consideration to the City, hereby assumes all risk of damage to property or injury to persons arising from any cause and Consultant hereby waives all claims in respect thereof against the City.
7. **Arbitration.** Any dispute, controversy or claim arising out of or relating in any way to this Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of this Agreement, shall be exclusively resolved by binding arbitration upon a party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to this Agreement, the complaining party shall notify the other party in writing thereof. Within thirty (30) days of such notice, management level representatives of both parties shall meet at an agreed location to attempt to resolve

the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute, or breach.

8. Miscellaneous.

- a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c) This agreement shall be modified only by a written agreement duly executed by the City and the Consultant.
- d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e) This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

APPROVED:

Signatures on next page

TRIEPI SMITH

By: _____

Name Printed: _____

Title: _____

Date: _____

PO Box 52152
Irvine, California 92619
(626) 536-2173
FAX: (949) 679-8371

CITY OF BALDWIN PARK

By: _____

Name Printed: _____

Title: _____

Date: _____

14403 E. Pacific Avenue
Baldwin Park, California
91706 (626) 960-4011
FAX: (626) 962-2625
Website: *www.baldwinpark.com*

Time and Materials Services and Direct Costs

Time and Materials Work

Sometimes, the nature of the work we do cannot be included in a retainer and is best handled on a project price basis or a time & materials basis if sufficient details are not available to fix price a solution. In these cases, Tripepi Smith will use the following information and rates to price this additional work with the City.

In certain instances where insufficient details are available to confidently estimate a project price or confirm a not-to-exceed amount, we can offer a discount of thirty percent (30%) on any time over the estimate to mitigate cost and time overruns due to scope creep. Tripepi Smith can provide regular updates on the budget use and how it is being spent, depending on the nature of the engagement or project.

Billing

Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, 0.75, 4.0 or 6.5 hours.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by five percent (5%) or the regional CPI index–whichever is higher–each year on the anniversary of the contract, starting in the calendar year 2023.

Retainer Discount

When client monthly retainers exceed six-thousand-five-hundred dollars (\$6,500) a month, have access to our reduced Hourly – Retainer rates noted below. Otherwise, any ad hoc work done outside the scope of the Retainer would be at the Hourly – Standard rates.

Resource	Hourly - Standard	Hourly Retainer -
Principal	\$285.00	\$245.00
Director	\$200.00	\$175.00
Art Director	\$200.00	\$175.00
Senior Business Analyst	\$160.00	\$140.00
Business Analyst	\$110.00	\$100.00
Junior Business Analyst	\$85.00	\$75.00
Senior Videographer/Animator	\$160.00	\$145.00
Photographer/Videographer	\$110.00	\$100.00
Senior Graphic Designer	\$145.00	\$130.00
Graphic Designer	\$110.00	\$100.00
Web Developer	\$160.00	\$140.00
Drone Operator	\$160.00	\$145.00

Other Costs

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during our engagement that we want to tell you about.

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the City for any requested travel. Travel costs to be covered are for airfare, lodging and car rental. If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource's Standard Hourly Rate. However, if the resource is onsite for at least six (6) hours of billable time in a day, we will not invoice for travel time.

Equipment Fees

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day	Full Day
Video Equipment	\$350	\$550
Drone Equipment	N/A	\$500

- Five-hundred-fifty dollars (\$550) for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours.
- Three-hundred-fifty dollars (\$350) for a half day of video equipment use. Half day is defined as anything under four (4) hours of video production. All such expenses will be authorized by the City prior to fee being assessed.
- Five-hundred dollars (\$500) per day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Service Fees

	Client Pays Directly	Client Reimburses TS
Print costs, digital advertising, media placement, voiceover/captions	No Fees	10%

Typically, Tripepi Smith prefers to have service providers bill the client directly to avoid additional administrative costs and because we have no economic interest in the service provider selection. If Tripepi Smith is asked to pay the bill for the client, we will apply a ten percent (10%) agency fee to the reimbursement expense. Typical services include, but are not limited to:

Print Costs: Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience.

Digital Advertising: Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees.

Media Placement: Tripepi Smith can help liaise on behalf of the City for advertising space within various mediums, such as newspapers, magazine or websites.

Voiceover, Translation and Closed Caption Fees: Tripepi Smith occasionally uses third-party resources to record voiceovers for videos, generate closed captions for videos, and for non-English language translations.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Manuel Carrillo Jr., Director of Recreation & Community Services
DATE: November 2, 2022
SUBJECT: Approval to Purchase and Install an Audio/Visual System with WyreDreams for the Julia McNeill Senior Center Celebration Hall

SUMMARY

The purpose of this staff report is for City Council to consider approval of purchase and installation of an Audio/ Visual System with WyreDreams for the Julia McNeill Senior Center Celebration Hall.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Purchase and Installation of an Audio/Visual System with WyreDreams for the Julia McNeill Senior Center Celebration Hall; and
2. Authorize the Director of Finance to appropriate \$21,952.39 of ARPA Funds and make necessary amendments to the budget.

FISCAL IMPACT

The total cost of the Audio / Visual system is \$36,952.39. City Council previously approved \$15,000 from American Rescue Plan Act (ARPA) funds for the purchase of Audio/Visual equipment for the Julia McNeill Senior Center Celebration Hall during the April 20, 2022, City Council meeting. Staff is requesting approval for the \$21,952.39 difference using ARPA funds currently budgeted for BASiC Subsidy Reimbursement (Child Care) but available for reclassification to ARPA Revenue Replacement for the purchase. The project has no fiscal impact to the General Fund.

BACKGROUND

At their April 20, 2022, City Council Meeting, Mayor Pro-Tem Daniel Damian with City Council consensus directed staff to appropriate \$15,000 of ARPA Funds to purchase and install Televisions at the Julia McNeill Senior Center Celebration Hall. Staff secured bids to purchase and install the televisions at the Julia McNeill Senior Center Celebration Hall. The Celebration Hall is a general gathering location for senior citizens have coffee, lunch, and celebrate their special events. The Audio/Visual System will be able to facilitate additional education programs and workshops that the seniors can benefit from. The system includes, four (4) 85" Smart TV's, mount, eight (8) speakers, one (1) coreless microphone, and media controller. The installation includes additional outlets based on the installation of the TV's. Below are the bids received.

Vendor	Cost
WyreDreams	36,952.39
Ping My Wire Inc.	39,614.92
High Definition Audio Video (quote was incomplete)	17,483.00

The bid received exceed the signing authority of the Chief Executive Officer. Staff is requesting for City Council to approve the purchase of the new Audio/Visual System for the Julia McNeill Senior Center Celebration Hall.

ALTERNATIVES

The proposed alternate is not to authorize the purchase and installation of the Audio/Visual System.

LEGAL REVIEW

No required.

ATTACHMENTS

None.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Robert A. López, Police Chief
DATE: November 2, 2022
SUBJECT: Ratify and Adopt Resolution No. 2022-058 for Temporary Employment (Retired Annuitant/Extra Help) of Kevin Gauthier

SUMMARY

The Police Department has recently filled six vacancies at the rank of Sergeant. Thus, six of the ten existing Sergeant positions are, or will be staffed, with newly promoted personnel, and all existing Lieutenant positions have been filled with newly promoted personnel. Additionally, one Captain position remains unfunded and vacant. Our one existing Captain will be attending training for twelve weeks beginning at the end of this month, returning in mid-December.

Over-all, the Police Department is making excellent progress in filling vacancies, however, remains in need of temporary assistance for a limited duration in the Administration Bureau through the use of a Retired Annuitant. It is intended that the Police Department will continue to utilize existing leadership positions to focus on the oversight of its day-to-day operations, and in helping the newly promoted personnel adapt to their new duties and responsibilities. This will also require that the Chief cover for the Captain while he is attending training, which will take time away from other important administrative activities and special projects.

The temporary employment of Retired Annuitant Kevin Gauthier is proposed, in which he will serve at the level equivalent to Police Lieutenant within the Administration Bureau, working directly for the Police Chief. This temporary extra help position will allow for specific focus on a variety of time sensitive administrative and special projects including internal audits and equipment procurement; and will help to eliminate a backlog, which is more than what regular staff can currently do.

Kevin Gauthier worked for the Baldwin Park Police Department for 29 years and retired in good standing in 2012 at the rank of Sergeant. He has the necessary knowledge, skills, and abilities to provide the needed assistance, and wishes to do so. It is proposed that Mr. Gauthier be retained in as a temporary part-time, non-benefitted retired annuitant, while performing limited-duration work as defined by CalPERS' Retired Annuitant Rules. It is estimated that the highly responsible administrative and project-oriented work will be completed in a period of three to six months.

While Mr. Gauthier will not be providing sworn, supervisory, or investigative duties, he will be performing the administrative aspects equivalent to the Police Lieutenant classification which requires the knowledge and expertise he gained while serving the City in his prior capacity as Police Sergeant. Mr. Gauthier will be appointed at the rate of \$58.65 which is *equivalent to* Police Lieutenant, Step 1. This recommendation is consistent with CalPERS regulations and best practices, and the approach is utilized by many other public agencies in which to meet organizational needs for extra help.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Resolution No. 2022-058 authorizing the Mayor to execute a part-time, temporary employment agreement with Kevin Gauthier; and
2. Authorize the Chief Executive Officer to make the necessary appropriation and budgetary adjustments.

FISCAL IMPACT

The estimated cost of the Agreement is \$55,000. Budgeted police officer vacancies will absorb the cost of the Agreement.

BACKGROUND

Section 7522.56 of the California Government Code states that a retiree can only be rehired by an agency for a maximum of 960 hours in a fiscal year. As such, the agreement would be effective through March 25, 2023, and may be terminated sooner upon completion of the backlog and special projects. Under CalPERS restrictions, the Agreement cannot be extended past this date for any reason.

ALTERNATIVES

The alternative is to not approve the Resolution.

LEGAL REVIEW

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

ATTACHMENTS

1. Resolution 2022-058
2. Temporary Employment Agreement

RESOLUTION NO. 2022-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BALDWIN PARK AND KEVIN GAUTHIER TO PROVIDE TEMPORARY EXTRA HELP SERVICES AS A RETIRED ANNUITANT FOR A LIMITED DURATION

WHEREAS, the City of Baldwin Park Police Department has recently filled a number of vacancies at the Police Sergeant level and all vacancies at the Police Lieutenant level; and

WHEREAS, the Police Department remains in need of temporary assistance for a limited duration in the Adminstrating Bureau to perform a variety of time sensitive administrative and special projects including internal audits and equipment procurement, and in order to eliminate a backlog of work, which is more than what regular staff can currently do; and

WHEREAS, the temporary employment of Retired Annuitant Kevin Gauthier is proposed, in which he will serve at the level equivalent to an administrative Police Lieutenant within the Administration Bureau, working directly for the Police Chief at the hourly rate of \$58.65, equivalent to Step 1 of the City of Baldwin Park Police Lieutenant salary range; and

WHEREAS, Kevin Gauthier worked for the Baldwin Park Police Department for 29 years and retired in good standing in 2012 at the rank of Sergeant; and has the necessary knowledge, skills, and abilities to provide the needed assistance, and wishes to do so; and

WHEREAS, CalPERS regulations allow for the temporary appointment of Retired Annuitants to perform extra help/limited duration work; which is estimated to be completed in a period of three to six months;

NOW, THEREFORE, the City Council of the City of Baldwin Park does hereby **RESOLVE, DETERMINE AND ORDER** as follows:

SECTION 1. That the City Council does hereby approve the Resolution adopting the **EMPLOYMENT AGREEMENT** for Kevin Gauthier, attached hereto as Exhibit "A."

SECTION 2. That all Resolutions or portions thereof or any previous contract or agreement in conflict herewith are hereby repealed and superseded by the attached Exhibit "A".

SECTION 3. That the City Clerk shall forward a copy of this resolution to the Human Resources Manager and Police Chief, and certify to the adoption of this Resolution.

SECTION 4. That this Resolution shall go into effect on November 2, 2022, upon adoption.

APPROVED AND ADOPTED THIS 2nd day of November, 2022.

Emmanuel J. Estrada,
MAYOR

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK } ss.

I, Marlen Garcia, City Clerk of the City of Baldwin Park, do hereby certify that the foregoing Resolution was duly and regularly approved and adopted by the City Council of the City of Baldwin Park at its regular meeting of the 19th day of October, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Marlen Garcia,
CITY CLERK

AGREEMENT FOR TEMPORARY PART-TIME EMPLOYMENT
CAL PERS RETIREE – KEVIN GAUTHIER

THIS AGREEMENT is between the **CITY OF BALDWIN PARK**, State of California, a municipal corporation (hereinafter referred to as "City"), and Kevin Gauthier, an individual (hereinafter referred to as "Employee"):

WITNESSETH:

WHEREAS, the City of Baldwin Park has a need for an employee to perform administrative, audit, and procurement-related projects, to provide needed specialized skills related to necessary public services, and to support the Police Chief on a temporary part-time basis as an administrative Police Lieutenant; and

WHEREAS, Employee represents that he is a retired annuitant of CalPERS within the meaning of Government Code §§ 7522.56 and 21224 ("Statutes") and acknowledges that compensation is statutorily limited as provided in Government Code § 21224. Employee represents that, as of the effective date of this Agreement, he has not worked for another CalPERS state or contracting agency as a retired annuitant during the 2022-2023 fiscal year, and therefore acknowledges that he can work up to 960 hours for City, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") during the 2022-2023 fiscal year. Employee represents that he has not received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement.

WHEREAS, Employee is competent and qualified to perform the services required by this Agreement;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services: Pursuant to this contract, Employee shall temporarily perform for the City the duties associated with administrative, audit, and procurement-related projects, in the capacity of an administrative Police Lieutenant. Employee shall perform said duties under the direct supervision of the Police Chief.
2. Compensation: Employee shall be compensated as follows:
 - A. Hourly Rate of Pay: Employee shall be paid at the rate of \$58.65 per hour (hereinafter referred to as "Hourly Rate"). Payments will be made on regularly scheduled City payroll dates. Employee will be responsible for keeping track of Employee's hours worked on a daily time sheet form, provided by the City. It is the intent of the parties to compensate Employee only to the extent permitted under the Statutes and corresponding CalPERS regulations and policy statements. The Hourly Pay set forth above is based on the salary limitations established by CalPERS and is calculated by taking the hourly rate based on the maximum monthly base salary paid to employees performing similar duties as listed on a publicly available pay schedule for such employees. The compensation for comparable duties is \$10,165.53 monthly divided by 173.333 to equal an hourly rate of \$58.65.

- B. Hours per Week: This employment is for part-time “on call” work and, generally, will not exceed 40 hours per week. The City will assign Employee hours to work.
- C. Payment for Work Done in Excess of 40 Hours Per Week: The position is not exempt from FLSA overtime pay requirements. The Employee shall be paid at one and one-half times the regular rate of pay for any time worked in excess of 40 hours per week. Overtime work must be pre-approved by the Police Chief.
- D. Work less than 960 hours per year: Employee is allowed to work a combined maximum of 960 hours per fiscal year for all agencies that contract with CalPERS. Provided that Employee has not exceeded this maximum annual amount, it is anticipated that Employee will be assigned a minimum of 16 hours per month. The City retains the right to reduce, change, or amend the number of hours worked consistent with the City’s workload and other needs. If Employee’s annual hours are approaching 960, then the City retains the right to summarily suspend Employee’s duties under this Agreement and to reassign any scheduled hours, or to terminate this Agreement, as needed, to ensure that Employee does not exceed the maximum hours allowed by this Agreement.

3. Employment Status:

- A. Benefits: Employee understands and agrees that Employee is not, and will not be, eligible to receive any benefits from the City, including any City group plan for hospital, surgical, or medical insurance, any City retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the City, except for Worker’s Compensation Insurance coverage.
- B. No Membership in Bargaining Unit: Employee understands that Employee is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees.
- C. No Property Right in Employment: Employee understands and agrees that the terms of this employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that Employee acquires no property interest in this employment by virtue of this Agreement, that the employment is “at will” as defined by the laws of the State of California (meaning that the employment can be terminated at any time for any reason or for no reason), and that Employee is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action.
- D. Employment of a Retiree: Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment for a limited duration to a position not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business or (2) because the retired employee has skills needed in performing the work of limited duration. In the event Employee is providing service to any other CalPERS public agency

employer during the term of this Agreement, Employee must notify the City of such employment and disclose on a periodic basis, not less frequently than monthly, the number of hours Employee is performing for that other public agency to ensure that the minimum number of hours is not exceeded.

4. Representation of Employee: Employee represents that Employee is properly trained and certified to perform the duties required of the position and this Agreement. Employee shall not be required to perform sworn, supervisory, or investigative duties while serving in the administrative Police Lieutenant position, and therefore the City does not require current California P.O.S.T. certification.
5. Term of Agreement: This Agreement shall commence on November 2, 2022, and shall terminate on April 30, 2023. Employment is temporary, at-will and may be terminated with or without cause and with or without notice at any time by the employee or the City. Employee's appointment is temporary in nature and is not considered a permanent intermittent appointment.
6. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Employee and is not assignable or transferable by employee to any third party.
7. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Los Angeles County.
8. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
9. Conflict of Interest: Employee agrees that during the term of this Agreement, Employee will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated for or not, that would in any way conflict with, or impair Employee's ability to perform the duties described in this Agreement. Any work performed for the City outside the terms of this Agreement must be approved in advance in writing by the City Manager. Employee agrees to disclose whether Employee is performing work for any other CalPERS public agency employer as required by section 3.D. of this Agreement.
10. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations or understandings, whether written or oral, between the parties. Employee shall be entitled to no other compensation or benefits than those specified herein, and Employee acknowledges that no representation, inducements or promises not contained in this Agreement have been made to Employee to induce Employee to enter into this Agreement.

Amendments. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both parties. Employee understands that no oral modification of this Agreement made by any officer, agent, or employee of the

City is effective. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provision contained herein and no others.

11. Support Services and Equipment: Employee shall be provided such office space and the necessary equipment during assigned working hours, sufficient to fulfill obligations under this Agreement, as determined by the Police Chief at no cost to employee.
12. Reimbursement for Expenses: Employee shall be reimbursed by City in accordance with standard City travel policy for all authorized and necessary travel undertaken by Employee in performance of services pursuant to this Agreement. Employee shall document and claim said reimbursement for such travel in the manner and forms required by the City. Other than as specifically provided herein, Employee shall receive no other compensation or reimbursements for expenses incurred by Employee in performance of this Agreement.
13. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

[SIGNATURES ON FOLLOWING PAGE]

DATE:_____

EMPLOYEE_____

Employee [PRINTED NAME]

DATE:_____

EMPLOYEE_____

Employee [SIGNATURE]

DATE:_____

CITY _____

City Manager [PRINTED NAME]

DATE:_____

CITY _____

City Manager [SIGNATURE]

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Enrique C. Zaldivar, PE, Chief Executive Officer
Rose Tam, Director of Finance
DATE: November 2, 2022
SUBJECT: Appointment of Best Best & Krieger (BBK) as the City's Interim City Attorney

SUMMARY

Following the acceptance by the City Council of the resignation of the City's former City Attorney, BBK was brought onboard on emergency basis to serve as the Acting City Attorney, with the understanding that consideration for appointment as Interim City Attorney would follow in short order.

RECOMMENDATION

Staff recommends that the City Council:

1. Appoint Best Best & Krieger as the City's Interim City Attorney for a period not to exceed one (1) year, until such time as the City Council appoints a firm to be the permanent City Attorney.
2. Approve the Agreement between the City of Baldwin Park and Best Best & Krieger.
3. Authorize the Mayor to execute the Agreement on behalf of the City of Baldwin Park.
4. Direct the Chief Executive Officer (CEO) to present to City Council within three months a Staff Report with options for securing the services for a permanent City Attorney.

FISCAL IMPACT

Currently, the FY 2022-23 City Attorney Legal Services are budgeted for \$269,000 in the General Fund. This budget was based on the former Robert Tafoya Group's hourly rate. If BBK is appointed as the interim city attorney, due to the slightly higher negotiated rate there will be a minor increase in cost for the remainder of the fiscal year. However, given BBK's economies of scale, it is expected that legal analysis work will be done more efficiently and result in mitigating the overall cost. No increase in appropriation is requested at this time and will be revisited during the FY 2022-23 mid-year budget.

BACKGROUND

Legal services as the City's appointed City Attorney had been provided by the Robert Tafoya Law Group since 2013. There had been a few amendments to the original contract to adjust the billing rate from the original contract. Following the publication of newspaper articles citing a pending investigation by the US Department of Justice in a matter implicating Mr. Tafoya, he tendered his resignation and withdrawal from the appointed city attorney post on October 19, 2022; City Council accepted the resignation and approved a waiver of notice at a Special Council meeting held on the same date.

DISCUSSION

Confronted with the urgency to have city attorney legal services available without interruption, following the resignation of the former city attorney, Staff solicited BBK to step in on an emergency basis in time for the Special Meeting held by the City Council on October 19, 2022. BBK responded immediately without any hesitation which is much appreciated.

BBK is a large law firm with an extensive and well-established track record in the State of California. They were founded over 130 years ago in 1891, in the City of Riverside. They serve as appointed city attorney in over fifty cities in the State of California, most notably for us including the neighboring cities of Azusa, Arcadia, Pomona, Fontana, Ontario, and Santa Ana.

BBK has been on our City's list of specialty law firms since April of 2021, during which time they have been particularly responsive and effective in assisting the City. Most notable has been their legal work on the Baldwin Park Resident Owned Utility District (BPROUD) decertification and decommissioning process as well in their legal work on elections related analysis. BBK has been very judicious with their use of time and resources by drawing on their vast network of in-house experts and sharing of best practices.

This same culture of client-centered responsiveness has been evident in their serving as acting city attorney where we have had to quickly if not immediately reconcile gaps in coverage on legal cases. Further, BBK has agreed to a lower than their typical hourly rate for their coverage as Interim City Attorney for the City of Baldwin Park.

More than just a gesture, and more as a demonstration of BBK's judicious approach to cost impacts, we have negotiated the following hourly rates for their service as the Interim City Attorney:

Basic Legal Services

Partners: \$235 per hour (meeting coverage, office hours, travel time)
Paralegals: \$160 per hour
Other Basic Legal Services: \$280 per hour

For Special Legal Services

Attorneys: \$340 per hour
Paralegals: \$160 per hour

The existing city agreement with BBK for special counsel has the following rates:

Partners and of Counsel: \$390 per hour
Associates: \$290 per hour
Paralegals: \$175 per hour

Both the proposed new agreement for Interim City Attorney and the existing Agreement for Special Counsel would be in effect concurrently, though the proposed agreement for Interim City Attorney and its applicable rates would supersede the other as long as BBK remains Interim City Attorney.

The Office of the Chief Executive Officer (CEO) will be the administrator of the proposed contract

ALTERNATIVES

No alternative is recommended.

LEGAL REVIEW

Report has been reviewed by the Acting City Attorney.

ATTACHMENTS

Agreement for Interim City Attorney services between City of Baldwin Park and Best Best & Krieger, LLC.

LEGAL SERVICES AGREEMENT

AGREEMENT FOR INTERIM CITY ATTORNEY LEGAL SERVICES BETWEEN THE CITY OF BALDWIN PARK AND BEST BEST & KRIEGER LLP

1. PARTIES AND DATE

This Agreement is made and entered into as of the 2nd day of November, 2022, by and between the City of Baldwin Park, a California municipal corporation (“Client”) and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”).

2. RECITALS

2.1 Client wishes to engage the services of BB&K as its Interim City Attorney to perform all necessary legal services for the Client on the terms set forth below.

3. TERMS.

3.1 Term. The term of this Agreement shall commence on November 2, 2022 and shall continue in full force and effect until terminated in accordance with Section 3.12.

3.2 Scope of Services. BB&K shall serve as City Attorney and shall perform legal services (“Services”) more particularly described in Exhibit “A” hereto and incorporated herein, as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and BB&K. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Preparation for, and attendance at, regular meetings of the Client, its redevelopment successor agency, and its housing authority;

3.2.2 Provision of legal counsel at such other meetings as directed by the Client;

3.2.3 Preparation or review of Client ordinances and resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, deeds, leases and other documents as requested by the Client;

3.2.4 Rendering to the officers and employees of the Client legal advice and opinions on all legal matters affecting the Client, including new legislation and court decisions, as directed by the Client;

3.2.5 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;

3.2.6 Performing legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and easements, as directed by the Client;

3.2.7 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the Client;

3.2.8 Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and alternative dispute resolution officer, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages.

3.3 Designated City Attorney. Marco A. Martinez shall be designated as Interim City Attorney, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. Scott Smith, Henry Castillo & William Priest shall be designated as Assistant City Attorneys, and shall attend such meetings as may be requested by the City Attorney. Stephanie D. Smith shall coordinate BB&K's client services. No change in these assignments shall be made without the consent of the Client.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Assistance. The Client agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service.

3.7 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit "A" and in accordance with the BB&K Billing Policies set forth in Exhibit "B", attached hereto and incorporated herein by reference. In addition, the Client shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services.

3.8 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. The Client shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Annual Reviews. The Client and BB&K agree that a review of performance and the compensation amounts referenced in this Agreement should occur at least annually.

3.10 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A declaration page containing information about BB&K's errors and omissions insurance policy is available upon Client's request.

3.11 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

3.12 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

3.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.15 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Delivery of Notices. All notices permitted or required under this Agreement notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706
Attention: Enrique C. Zaldivar
Chief Executive Officer (City Manager)

BB&K: Best Best & Krieger LLP
2855 E. Guasti Rd., Suite 400
Ontario, CA 91761
Attention: Marco A. Martinez

3.20 Indemnification.

(A) BB&K agrees to indemnify Client, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising from the negligent acts or omissions of BB&K hereunder, or arising from BB&K’s negligent performance of any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of Client, its officers, agents or employees.

(B) Client acknowledges BB&K is being appointed as Interim City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, the Client is responsible pursuant to Government Code Section 825 for providing a defense for the City Attorney for lawful actions within the scope of its engagement hereunder. Therefore, Client agrees to undertake its statutory duty and indemnify BB&K, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of BB&K within the course and scope of its performance hereunder, but nothing herein shall require Client to indemnify BB&K for liability arising from its own negligence or alleged negligence. In connection herewith:

(i) Client will promptly provide a defense and pay any judgment rendered against the Client, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of Client hereunder; and

(ii) In the event BB&K, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Client for such damages or other claims solely arising out of or in connection with the work operation or activities of Client hereunder, Client agrees to pay to BB&K, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys’ fees.

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for Interim City Attorney Legal Services as of the date first written above.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

**SIGNATURE PAGE TO
AGREEMENT FOR INTERIM CITY ATTORNEY LEGAL SERVICES
BETWEEN THE
CITY OF BALDWIN PARK
AND
BEST BEST & KRIEGER LLP**

CITY OF BALDWIN PARK:

By: _____
Name: Emmanuel J. Estrada
Title: Mayor

Date: _____, 2022

By: _____
Name: Enrique C. Zaldivar
Title: CEO, City Manager

Date: _____, 2022

ATTEST:

By: _____
Name: Marlen Garcia
Title: City Clerk

Date: _____, 2022

BEST BEST & KRIEGER LLP:

By: _____
Name: Marco A. Martinez
Title: Partner

Date: _____, 2022

EXHIBIT A
TO
AGREEMENT FOR INTERIM CITY ATTORNEY LEGAL SERVICES
BETWEEN
THE CITY OF BALDWIN PARK
AND
BEST BEST & KRIEGER LLP
SERVICES AND BILLING ARRANGEMENTS

1. Basic Legal Services - Description. Basic legal services shall include all services provided to Client that are not otherwise specifically identified below as either Special Legal Services, Third Party Reimbursable Legal Services, Public Finance Legal Services or Additional Services (“Basic Legal Services”).

2. Basic Legal Services for Attendance at City Meetings/Office Hours & Travel – Hourly Rates:

Attorneys	\$235
Paralegals	\$160

2A. Basic Legal Services – Rates. Client shall pay for Basic Legal Services at the following hourly rates:

Attorneys	\$280
Paralegals	\$160

Other titles may be used in our legal services. Please refer to section 9 of this Exhibit for those other personnel titles.

3. Special Legal Services - Description. Special Legal Services shall include the following types of services:

- A. Litigation and formal administrative or other adjudicatory hearing matters
- B. Labor relations and employment matters
- C. Non-routine real estate matters (e.g. CC&R’s, deed or title work)
- D. Land acquisition and disposal matters (including pre-condemnation)
- E. Successor Agency and housing matters
- F. Taxes, fees and charges matters (e.g. Prop. 218 & Mitigation Fee Act)

- G. Public construction disputes
- H. Non-routine contract negotiation matters (including non-BB&K model agreements and franchise agreements)
- I. Non-routine land use and development matters (including general plan updates, Williamson Act issues, annexations and development agreements)
- J. Environmental matters (e.g. CEQA, NEPA, endangered species)
- K. Water law matters (e.g. water rights & quality)
- L. Tax and ERISA related matters
- M. Toxic substances matters (e.g. CERCLA, RCRA)
- N. Complex public utility matters (e.g. electric, natural gas, telecommunications, water, rail or transit that involve state or federal regulatory issues)
- O. Renewable energy and energy efficiency project contracts and power purchase agreements
- P. Intergovernmental Relations and Advocacy efforts (e.g. legislative and regulatory representation) at the federal and state level.
- Q. Non-routine election law matters, including election law litigation.
- R. PRA Policy drafting including reviewing, assessing, and updating records-related policies to reflect current legal standards and best practices.
- S. Other matters mutually agreed upon between BBK and the City Manager.

4. Special Legal Services – Rates. Client shall pay for Special Legal Services at the following hourly rates:

Attorneys	\$340
Paralegals	\$165

Other specialists attorneys who handle highly specialized areas of law including but not limited to complex Water Law and PERS/Employee Benefits will bill out at Third Party Reimbursable rates, which are then-current private rates less 10% discount. Currently these include Eric Garner (Water Law), Isabel Safie and Jeffrey Chang (PERS & Employee Benefits).

5. Third Party Reimbursable Legal Services - Description. Third Party Reimbursable Legal Services shall include legal services provided to Client for which Client receives reimbursement from a developer or other third party. These reimbursable legal services include, but are not limited to, negotiation and review of development agreements, planning entitlements, review of CC&Rs; establishment of financing districts (i.e., Community Facilities Districts; Assessment Districts; Landscape and Lighting Maintenance Districts); the processing of land use/environmental projects

for which Client is entitled to reimbursement, as well as defending any challenges to project entitlements or any dispute or litigation related to such reimbursable legal services.

6. Third Party Reimbursable Legal Services - Rates. Client shall pay for Third Party Reimbursable Legal Services at BB&K's then current published standard private client rates, minus ten percent (10%). Upon execution of this Agreement, BB&K shall provide a copy of its published rate schedule to Client. BB&K shall also provide annual written updates to Client when changes are made to the published rate schedule.

7. Public Finance & Bond Rates. BB&K will provide bond counsel, special counsel or disclosure counsel services at the request of Client. Such bond counsel and special counsel services include the preparation of all legislative approvals and legal documentation relating to the appropriate sale and delivery of the bonds, notes or other obligations. BB&K will also prepare such closing certificates and legal opinions necessary for the delivery of the bonds. As disclosure counsel, we will prepare the disclosure documents for Client and conduct the necessary due diligence related to the transaction. Our fees will be determined based upon the type of financing and the expected involvement of the attorneys involved. We will provide Client with a detailed description of our services and our fees and reimbursable costs upon Client's request. Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this Amendment, including with respect to services rendered for the formation of, or annexation to, a CFD (of either Client or other local public agency), as well as the negotiation and preparation of funding agreements and joint financing agreements. Legal services related to Client's compliance with its continuing disclosure covenants and provide such necessary advice on Client's compliance shall be billed as Special Legal Services, above.

8. Agreement Regarding Rate Categories. If BB&K believes that a matter falls within the Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services rate categories, BB&K shall seek approval from the City Manager or his/her designee. The City Manager's or his/her designee's approval of such a request from BB&K shall not be unreasonably withheld.

9. Other Billing Personnel. Additional billing personnel may be employed in the provision of legal services by BB&K. If, as, and when BB&K employs additional or different billing personnel, BB&K shall do so with prior written approval from the City Manager. The titles of other billing personnel include, but are not limited to the following:

- Law Clerks
- Litigation Analysts
- Municipal Analysts
- Government Affairs/Advocacy
- Case Clerks
- Muni Analysts
- Research Analysts

- Administrative Assistants
(for docketing and audit letter responses)

10. Annual Adjustments. The above rates, retainer amounts and individual rates are reviewed annually and may be increased from time to time with advanced written notice to the client.

11. Additional Services. BB&K offers the following additional services which are subject to additional rates and fees and shall be provided upon Client's request. This Agreement may be supplemented by written administrative memoranda, providing for the additional services and billing rates for related personnel, which memoranda may be approved by the City Manager.

- a) **BB&K's Project 5 Program**. Provides participants with memoranda summarizing new changes in case law under the California Environmental Quality Act ("CEQA"), an annually updated set of CEQA notices and forms to aid participants in meeting CEQA's requirements, an annually updated set of Local CEQA Guidelines and a draft Resolution for adopting Local CEQA Guidelines, memoranda summarizing pending and recently passed CEQA legislation, and other CEQA resources and materials. Memoranda, forms, and guidelines are provided to participating agencies via the CEQA Guidelines Client Portal, a secure website providing an on-demand and continually updating library of CEQA resources. By providing our Project 5 Program updates to a large pool of participants, BB&K is able to divide the overall cost of the products among all participants and charge only a fraction of the total costs to the individual client agencies.
- b) **Advanced Records Center Services**. Through its new Advanced Records Center ("ARC"), BB&K combines its legal acumen and experience with cutting-edge technology to provide comprehensive and cost-effective support for non-routine records-related matters. Specifically, at the Client's option, the ARC team will assist Client with non-routine Public Records Act Processing and Policy Drafting, as detailed below. See Exhibit "E" for more details. If requested, BB&K offers this service at a very competitive low blended rate which can be discussed at any time.
- c) **Trainings**. BB&K offers a variety of trainings to public agency and private business leadership and staff on topics required by law, as well as preventative and educational legal topics. The trainings are interactive and can be given onsite, via live webinar or virtual on-demand. Some of our most popular trainings include AB 1234 Ethics, Workplace Civility and Sexual Harassment Avoidance Training, The Brown Act "Open Meetings Law," Crystalizing Your Agency's CPRA Policies & Procedures and SB 1343 Sexual Harassment Avoidance Training for Non-Supervisors.
- d) **Election Law Center Subscription Services**. Participants in BB&K's Election Law Center will be given access to up-to-date election document templates, including resolutions and other mandatory election documents. The annual subscription also gives participants access to BB&K's Election Law Center hotline, which participants can use for guidance on day-to-day election law questions that arise during campaign and election season.

EXHIBIT B
TO
AGREEMENT FOR INTERIM CITY ATTORNEY LEGAL SERVICES
BETWEEN THE
CITY OF BALDWIN PARK
AND
BEST BEST & KRIEGER LLP

BB&K BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department (accounts.receivable@bbklaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

INVOICE AND PAYMENT OPTIONS

Best Best & Krieger strives to meet our clients' needs in terms of providing a wide variety of invoice types, delivery and payment options. Please indicate those needs including the preferred method of invoice delivery (Invoice via Email; or USPS). In addition, accounts.receivable@bbklaw.com can provide a W-9 upon request and discuss various accepted payment methods.

FEES FOR ELECTRONICALLY STORED INFORMATION ("ESI") SUPPORT AND STORAGE

BBK provides Electronically Stored Information ("ESI") services for matters requiring ESI support – typically litigation or threatened litigation matters. BBK provides services for basic ESI processing and storage at the following rates per month based on the number of gigabytes of data ("GB") processed and stored:

1GB -250GB: \$10 per GB
251GB - 550GB: \$8 per GB
551GB - 750GB: \$6 per GB
751GB - 1TB: \$4 per GB

The amount BBK charges for basic processing and storage of ESI allows BBK to recover the costs of providing such services, plus a net profit for BBK. BBK believes that the rates it charges for processing and storage are lower than comparable services available from third party vendors in the market. If you wish to contract separately with a third party vendor for processing and storage costs, please notify BBK in writing. [OPTIONAL BBK also provides advanced ESI processing services at hourly rates for personnel in its Litigation Support Group. A copy of BBK's current rates for such services will be provided upon request.] BBK shall not incur costs for ESI

support on a particular matter without first confirming by email or written correspondence with the client that the client agrees such services are necessary for the matter at hand.

FEES FOR PROFESSIONAL SERVICES

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from \$235 to \$850 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, paraprofessionals and law clerks are billed at rates from \$175 to \$295 per hour for new work. These rates reflect the ranges in both our public and our private rates. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Non-Attorney Personnel: BBK may employ the services of non-attorney personnel under the supervision of a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, case clerks, litigation analysts, and specialty consultants. The client agrees that BBK may use such non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request.

FEES FOR OTHER SERVICES, COSTS AND EXPENSES

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

ADVANCE DEPOSIT TOWARD FEES AND COSTS

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from

clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

MONTHLY INVOICES AND PAYMENT

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

CHANGES IN FEE ARRANGEMENTS AND BUDGETS

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Enrique C. Zaldivar, Chief Executive Officer
Robert A. López, Police Chief
Rose Tam, Finance Director

DATE: November 2, 2022

SUBJECT: Memorandum of Agreement (MOA) between the City of Baldwin Park Unified School District (BPUSD) for Crossing Services During the School Year

SUMMARY

Safe corridors for school children and their families as they walk, ride a bicycle, scooter, etc. from home to their respective schools and back, is a common priority interest for both the city and the School District. Based on this shared interest, the City and the School District had agreed to share equally in the cost for providing contract crossing guards at selected strategic street intersections throughout the City during the school year. This Staff Report formalizes such agreement retroactively to the 2021/2022 school year, automatically renewable every year unless terminated by either party.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Memorandum of Agreement (MOA) between the City and BPUSD for the assignment of Crossing Guard Services during the School Year; and
2. Authorize the Mayor to execute the MOA on behalf of the City; and
3. Authorize the Director of Finance to appropriate funds and make necessary budget adjustments; accordingly, and
4. Transmit the MOA to BPUSD for their approval; and
5. Authorize the Chief Executive Officer to make any necessary adjustments to carry out the intent of the City Council.

FISCAL IMPACT

Annual Cost for the 21/22 School Year was \$237,953.03. With the cost equally shared between the City and BPUSD, the City's share would be \$118,976.52. For 21/22 the City fronted the total cost; upon approval of the MOA, BPUSD will reimburse the City for its portion. Estimated Cost for FY22/23 is \$299,438.10. Future Years are estimated based on an annual CPI escalation. The City's portion is paid for by the General Fund.

BACKGROUND

Providing crossing guards as a public service had been inconsistently assumed by either the City or the School District over the years, yet both share in the responsibility for protecting the safety of the schoolchildren as they make their way to and from school. In a statement and demonstration of solidarity in jointly and collaboratively taking on such responsibility, both the City and BPUSD agreed to equally contribute toward the cost of the service.

DISCUSSION

There are nearly 11,000 students in the BPUSD system. Walking or riding a bike to school for many families remains very much an integral part of the school experience in the fabric of our city. Protecting, enhancing, and promoting the walkability of our streets is at the core of our planning, zoning, and

development efforts, as well our public safety and public works programs. As schoolchildren cross major streets, it is paramount that the assistance of crossing guards be provided to ensure their safe passage.

The City retained the contractual services of All City Management Services, Inc. in the 2021/2022 school year and deployed crossing guards to 15 strategic intersections throughout the City, identified so in collaboration with BPUSD staff. Those same intersections have been deployed in the current 22/23 school year. The contract is in effect thru the 2022-2023 school year.

ALTERNATIVES

None recommended.

LEGAL REVIEW

City Attorney has reviewed the Staff Report and the MOA

ATTACHMENTS

1. Memorandum of Agreement between the City and BPUSD for Crossing Guards Services
2. Contract between the City and All City Management Services, Inc. Crossing Guards Company
3. List (or Map) of Intersections where crossing guards are being deployed

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BALDWIN PARK
AND
BALDWIN PARK UNIFIED SCHOOL DISTRICT
REGARDING
Crossing Guard Services During School Year**

PURPOSE: This Memorandum of Agreement (“MOA”) between the Baldwin Park Unified School District (BPUSD) and the City of Baldwin Park (“City”) sets forth the terms and conditions of the common priority interest of the Parties for providing safe corridors for school children and their families as they walk, ride a bike, scooter, etc., from home to their respective schools and back. BPUSD and City are sometimes referred to individually as “Party” and collectively as the “Parties”.

- a. This MOA is entered into in a spirit of cooperation by the signatory agencies in order to maximize utilization of resources in serving the citizens of City and the children of the BPUSD.
- b. It is understood that the development, implementation and ultimate success of this MOA requires mutual trust and teamwork between agencies working together to accomplish common goals.
- c. The intent of this MOA is to formalize an agreement retroactively to the 2021/2022 school year for the funding of crossing guards during the school year.

1. PARTIES:

The Parties to this MOA are:

Baldwin Park Unified School District

3699 Holly Street
Baldwin Park, CA 91706
Through: Froilan N. Mendoza, Ed.D.
Superintendent of Schools
(626) 962-3311

And

City of Baldwin Park

14403 E. Pacific Avenue
Baldwin Park, CA 91706
Through: Enrique C. Zaldivar, PE
Chief Executive Officer
(626) 813-5204

2. **DURATION OF AGREEMENT:** This MOA shall be retroactively effective to the start of the 2021/2022 school year and automatically renewable every year unless terminated by either party as set forth in Section 2.b.

- a. **Modification:** This MOA may be modified with the approval of both parties, provided both parties sign the revised agreement. A modification request must be presented in writing, 30 days prior to the effective date.
- b. **Termination:** For any non-mandated partnerships, either party may terminate its participation in this MOA without cause by providing 30-day written notice by a nationally recognized overnight delivery service with delivery to, personal service at, or mail to, the addresses in Section 1. The 30 days will begin on the date of personal service, the date placed with the overnight delivery service or the date of mailing as applicable.

3. **INDEMNIFICATION:**

- a. The City shall indemnify, defend and hold harmless BPUSD, its officers, agents and employees from all liability, to the extent related to the City's negligent acts, errors, omissions or those of its employees or agents under this agreement.
- b. BPUSD shall indemnify and hold harmless the City, its officers, agents and employees from all liability, to the extent related to BPUSD negligent acts, errors, omissions or those of its employees or agents under this agreement.

4. **PARTNERSHIP PROVISIONS:** Both BPUSD and the City have certain rights and responsibilities as outlined below:

- a. **Overview of Program and Fiscal Cost:** Both parties agree to perform during the term of this MOA, the obligations set forth in the "Overview of Program and Fiscal Cost" attached to and incorporated into this MOA as Exhibit "A".
- b. **Dispute Resolution:** All parties shall first attempt to resolve disputes informally. Any party may call a meeting to discuss and resolve disputes. All dispute resolutions must be approved by BPUSD's Superintendent to be binding on the BPUSD. If the dispute is not resolved, it shall be worked on by the Superintendent who will work cooperatively with the City's Chief Executive Officer to resolve the issue. While informal dispute resolution is preferred, it shall not be a condition precedent to filing a lawsuit.
- c. **Governance:** BPUSD consists of students, employees and parents and a Board of Directors. Therefore, the governance of BPUSD requires cooperative involvement of all partners. The BPUSD's Executive Leadership shall endeavor to see that all contractual, fiscal and legal provisions are

adhered to and that the Crossing Guard Services remain fully operational as outlined in **Exhibit A**.

The City Executive Leadership shall ensure that their staff provides the funding outlined in **Exhibit A** and participates as outlined in the attached **Exhibit A**.

5. OPERATIONAL PROVISIONS:

- a. Both parties shall be committed to health and safety requirements and to providing equal access to services by persons with disabilities.
- b. Both BPUSD and the City will support each other's Mission, Vision and Values. It is understood that each organization has specific performance goals that they are striving to meet and that supporting each other through training and team work will result in increased achievement by all partners.
- c. All parties agree to adhere to all BPUSD, local, state, and federal laws and regulations related to Crossing Guard Services.

6. INSURANCE AND SUBROGATION:

- a. Both BPUSD and the City will maintain at least \$2,000,000 aggregate General Liability Insurance or be self-insured. Both BPUSD and City, to the extent applicable, will provide proof of insurance to the other.
- b. Proof of Coverage: The City is self-insured, and will provide adequate evidence of financial viability of such self-insurance coverage and such evidence must be updated annually.
- c. BPUSD and the City each agree to provide a waiver of subrogation for the other in the event of any property or liability loss or damage caused to BPUSD or the City, by the other.

7. CONFIDENTIALITY: All staff of both BPUSD and the City will respect confidentiality of all persons served.

8. RELATIONSHIP OF THE PARTIES:

- a. Notwithstanding any term(s) or terminology used in this MOA nothing in this MOA shall be construed as creating the relationship of employer-employee or establishing any trust, partnership or joint venture arrangement between BPUSD and the City. Nothing in this MOA shall deprive or otherwise affect the right of either party to conduct business activities which may be competitive with the services to be provided hereunder.

- b. BPUSD and the City shall each be responsible, respectively, for the assessment, qualifying, hiring, management, compensation and/or termination of employment of their respective employees who may provide any of the services contemplated by this Agreement, consultants or contractors hired to implement the services described in Exhibit A. Nothing in this MOA is to be construed to create any co-employment of any BPUSD and/or the City employee, consultant or contractor by the other.

9. **NON-DISCRIMINATION:** Both BPUSD and the City agree to comply with all Federal and State statutes that prohibit discrimination. The parties certify that all persons employed by and customers served by the BPUSD and the City, or affiliates shall be treated equally without regard to race, religion, ancestry, national origin, sex, age, disability, marital status, political affiliation or beliefs.

10. **CODE OF CONDUCT:** Both parties agree to uphold each other's code of conduct/ethics and maintain the highest levels of integrity when serving as a representative of their organization.

11. **FACILITIES USE:** None

12. **AUTHORITY:** The individuals signing below have the authority to commit the party they represent to the terms of this MOA and its attachments and do so commit by signing. This agreement is not in effect until it is signed by representatives of both BPUSD and the City.

SIGNATURES

Signature:

Date:

Printed Name & Title: Froilan N. Mendoza, Superintendent

Agency: Baldwin Park Unified School District

Address: 3699 N. Holly Ave., Baldwin Park, CA 91706

Telephone: (626) 962-3311

Signature:

Date:

Printed Name & Title: Emmanuel J. Estrada, Mayor

Agency: City of Baldwin Park

Address: 14403 E Pacific Ave., Baldwin Park CA 91706

Telephone: (626) 813-5201

Attachments: Exhibit A

EXHIBIT A

Overview of Program and Fiscal Cost

Overview of Program

The Baldwin Park Unified School District (BPUSD) and the City of Baldwin Park (City) enter this Memorandum of Agreement (MOA) regarding shared interest to share equally in the cost of providing contract crossing guards at selected strategic street intersections throughout the City during the school year. The MOA would become retroactively effective to the 2021/2022 school year.

A. Fiscal Impact

Annual cost of the 2021/2022 school year was \$237,953.03. With the cost equally shared between City and BPUSD, the City and BPUSD would equally pay \$118,976.52. BPUSD would reimburse their share of the cost the City.

Estimated cost for the 2022/2023 school year is \$299,438.10. With future years estimated based on an annual CPI escalation.

B. Service Provider

The City of Baldwin Park will select and contract with the Service Provider for the Crossing Guard Services. As of the 21/22, 22/23 school years, All City Management Services Inc. has been selected as the Service Provider.



ALL CITY MANAGEMENT SERVICES

April 8, 2022

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

Dear Lt. Chris 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 providing School Crossing Guard Services through the 2022-2023 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our workforce has been decimated, the number of sites that remained unstaffed in spite of our doubling down on ads, incentives and recruitment efforts has been frightening to say the least.

In our industry our workforce has historically maintained an average age of approximately 64 years old. Since COVID and as a direct result of the lives lost, the risk inherent with this age group and the fears still prevalent we've lost a significant portion of our workforce. The net effect has been a younger workforce that expects and demands wage rates higher than minimum wage. When we factor in a higher cost of living, the rising costs of gas with most Crossing Guards required to go back and forth to work 2, 3 or 4 times a day, the demand for higher wages is predictable.

Our plan as we enter the coming school year is to offer more competitive wages. This will mean significantly higher billing rates for most programs throughout the nation. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the current schedules and the proposed price increase.

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

All City Management Services Inc.

Client Worksheet 2022 - 2023

Department: 1007604/1007605

Billing Rate for 2022/2023: \$26.94

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

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		56		180		\$26.94	=	\$271,555.20
14	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		5.75		180		\$26.94	=	\$27,882.90
1	Sites at 5.75 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

11115

TOTAL ANNUAL PROJECTED COST

\$299,438.10



ALL CITY MANAGEMENT SERVICES

Client Matrix

CARRANZA, CLAUDIA		Ph:	7605	Baldwin Park, City of - B South		
		MON	TUE	WED	THU	FRI
1	Merced/Palm St. (NW) Bursch (Charles) Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:00 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
2	Landsy/Olive St. (SE) Holland (Jerry D) Mid	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	8:00 AM - 9:00 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
3	Maine/School (NW) Margaret Heath Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:00 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
4	Maine/Nubia-Baldwin (SE) Margaret Heath Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
5	Olive/Walnut St. (SW) Olive Mid Walnut Elem.	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:45 AM 12:30 PM - 1:00 PM 2:30 PM - 3:00 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
6	Nubia/Henia St. (NW) Pleasant View Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
7	Baldwin Park Blvd/Olive St. (NE) Santa Fe Elem Holland Mid.	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	8:00 AM - 9:00 AM 1:30 PM - 3:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			



ALL CITY MANAGEMENT SERVICES

Client Matrix

CARRANZA, CLAUDIA

Ph:

7605 Baldwin Park, City of - B South

	MON	TUE	WED	THU	FRI
Reg Other					
Reg Other					



ALL CITY MANAGEMENT SERVICES

Client Matrix

KING, DAWN

CARRANZA, CLAUDIA

Ph: (626) 242-0803

7604

Baldwin Park, City of - A North

		MON	TUE	WED	THU	FRI
1	Central St./Puente St./Root St. Central Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
2	Barnes/Bess St. DeJaca Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
3	Conley/Vasco St. Elwin Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
4	Vineyard Ave./Foster St. Foster Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
5	Foster Ave./SE of Main Ave @RR Tracks Foster Elem	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other			
6	Illinois/Merced St. Kimmer Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
7	Frazier/Tracy St. Tracy Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			

Thursday, August 5, 2021



ALL CITY MANAGEMENT SERVICES

Client Matrix

KING, DAWN		CARRANZA, CLAUDIA		Ph: (626) 242-0803		7504		Baldwin Park, City of - A North	



ALL CITY MANAGEMENT SERVICES

April 8, 2022

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

Dear Lt. Chris 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 providing School Crossing Guard Services through the 2022-2023 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our workforce has been decimated, the number of sites that remained unstaffed in spite of our doubling down on ads, incentives and recruitment efforts has been frightening to say the least.

In our industry our workforce has historically maintained an average age of approximately 64 years old. Since COVID and as a direct result of the lives lost, the risk inherent with this age group and the fears still prevalent we've lost a significant portion of our workforce. The net effect has been a younger workforce that expects and demands wage rates higher than minimum wage. When we factor in a higher cost of living, the rising costs of gas with most Crossing Guards required to go back and forth to work 2, 3 or 4 times a day, the demand for higher wages is predictable.

Our plan as we enter the coming school year is to offer more competitive wages. This will mean significantly higher billing rates for most programs throughout the nation. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the current schedules and the proposed price increase.

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

All City Management Services Inc.

Client Worksheet 2022 - 2023

Department: 1007604/1007605

Billing Rate for 2022/2023: \$26.94

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

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		56		180		\$26.94	=	\$271,555.20
14	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		5.75		180		\$26.94	=	\$27,882.90
1	Sites at 5.75 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

11115

TOTAL ANNUAL PROJECTED COST

\$299,438.10



ALL CITY MANAGEMENT SERVICES

Client Matrix

CARRANZA, CLAUDIA

Ph:

7605 Baldwin Park, City of - B South

		MON	TUE	WED	THU	FRI
1	Merced/Palm St. (NW) Bursch (Charles) Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
2	Landis/Olive St. (SE) Holland (Jerry D) Mid	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	8:00 AM - 9:00 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
3	Maine/School (NW) Margaret Heath Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
4	Maine/Nubla-Baldwin (SE) Margaret Heath Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
5	Olive/Walnut St. (SW) Olive Mid Walnut Elem. Baldwin Park USD	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:45 AM 12:30 PM - 1:00 PM 2:30 PM - 3:00 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
6	Nubla/Helintz St. (NW) Pleasant View Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
7	Baldwin Park Blvd/Ohio St. (NE) Santa Fe Elem Holland Mid. Baldwin Park USD	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	8:00 AM - 9:00 AM 1:30 PM - 3:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			



ALL CITY MANAGEMENT SERVICES

Client Matrix

KING, DAWN

CARRANZA, CLAUDIA

Ph: (626) 242-0803

7604

Baldwin Park, City of - A North

		MON	TUE	WED	THU	FRI
1	Central St./Puente St./Root St. Central Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
2	Barnes/Bess St. DeAnza Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
3	Cosbey/Waco St. Elwin Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
4	Vineland Ave./Foster St. Foster Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
5	Foster Ave/SE of Main Ave @ RR Tracks Foster Elem	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other			
6	Illinois/Merced St. Kenmore Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
7	Frazier/Tracy St. Tracy Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			



ALL CITY MANAGEMENT SERVICES

Client Matrix

KING, DAWN CARRANZA, CLAUDIA Ph: (626) 242-0803 7604 Baldwin Park, City of - A North

		MON	TUE	WED	THU	FRI
8	MacDevitt St./S. of Paddy Lane @ RR Tracks Vineyard Elem	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 12:30 PM - 1:30 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM	7:15 AM - 8:15 AM 2:00 PM - 3:15 PM
	Baldwin Park USD	Reg 4	Other 4			
		Reg	Other			

STAFF REPORT



TO: Honorable Mayor and City Councilmembers
FROM: Ron Garcia, Director of Community Development
PREPARED BY: Long T. Tang, PE, Building Official
DATE: November 2, 2022
SUBJECT: Approval of First Reading of the 2022 California Building Code, and Authorization to Set a Public Hearing for Adoption

SUMMARY

The Community Development Department requests the City Council introduce an ordinance amending Chapter 150 of Title XV of the Baldwin Park Municipal Code adopting the 2022 Edition of the California Building Code, California Residential Code with Appendices I And K, California Existing Building Code California Mechanical Code, California Plumbing Code, California Electrical Code, California Green Building Standards Code, California Energy Code, California Historical Code, California Reference Standards Code, California Fire Code, and Los Angeles County Fire Code; hereby collectively referred to as the 2022 California Codes.

The changes to the municipal code mainly occur between sections 150.140 and 150.220. The revisions entail updating the titles of the referenced codes and relabeling the referenced code sections to coincide with the California Code sections.

Section 150.084(A)(1) was amended to coincide with Health and Safety Code Section 18938.6 extending the expiration date for building permits from 180 days to 12 months from the date of issuance.

Section 150.225 was added to Chapter 150 to adopt the 2022 California Fire Code (CFC) and 2023 Los Angeles County Fire Code (LACFC). Since Baldwin Park is part of the Los Angeles County Fire district, adopting the CFC and LACFC will allow the Fire Department to enforce all provisions of the Code to ensure fire safety in the City.

Section 150.154 LOCAL AMENDMENTS was added to amend the California Electrical Code to require electrical connections between the main building service panel(s) and accessory or auxiliary buildings, structures, or equipment to be placed underground.

RECOMMENDATION

Staff recommends that the City Council waive first reading, read by title and introduce Ordinance entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AMENDING CHAPTER 150 OF TITLE XV AND ADDING NEW SECTIONS TO CHAPTER 150 TO TITLE XV OF THE BALDWIN PARK MUNICIPAL CODE, ADOPTING BY REFERENCE, TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS, SPECIFICALLY ADOPTING THE 2022 CALIFORNIA BUILDING CODE, 2022 CALIFORNIA RESIDENTIAL CODE WITH APPENDICES I AND K, 2022 CALIFORNIA EXISTING BUILDING CODE, 2022 CALIFORNIA MECHANICAL CODE, 2022 CALIFORNIA PLUMBING CODE, 2022 CALIFORNIA ELECTRICAL CODE, 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 CALIFORNIA ENERGY

CODE, 2022 CALIFORNIA HISTORICAL CODE, 2022 CALIFORNIA REFERENCE STANDARDS CODE, 2022 CALIFORNIA FIRE CODE AND 2023 LOS ANGELES COUNTY FIRE CODE, INCLUDING ALL APPENDICES, AS MANDATED BY CALIFORNIA HEALTH AND SAFETY CODE SECTION 18938"; and

Direct staff to set the Public Hearing for adoption at the City Council's regularly scheduled meeting of November 16, 2022.

BACKGROUND

In order to ensure that building construction standards remain up-to-date and relevant, the State of California amends and adopts the model codes from the International Code Council (ICC) every three years. The 2022 California Codes represent modifications, additions, and deletions to the model code to reflect existing State laws and statutes. The 2022 California Codes, as adopted by the State of California, has the effective date of January 1, 2023.

Current State laws provide that the City of Baldwin Park must adopt the aforementioned codes by reference except that the City may amend the California Codes. Such amendments must be justified as being reasonable and necessary due to local climatic, geologic, and topographic conditions, or for administrative reasons. If the City does not adopt the State codes by January 1, 2023, the 2022 California Codes become effective without any local amendments. The California Codes state that in the event of any differences between State codes and other referenced documents, the text of the California Codes will govern.

FISCAL IMPACT

There will be no impact to the General Fund as a result of the adoption of this Ordinance.

LEGAL REVIEW

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

ALTERNATIVES

The City may decide not to adopt the 2022 California Codes; in which case, State law will mandate their use without local amendments after January 1, 2023. In addition, the City's fire-rated roofing, pool fencing, local grading requirements, and several other provisions of the Baldwin Park Municipal Code may not be enforced.

ATTACHMENTS

Ordinance

GENERAL PROVISIONS

Style Definition: Heading 2

Part 1. ADMINISTRATIVE PROVISIONS

§ 150.001 TITLE.

This chapter shall be known as the Baldwin Park Building Code, may be cited as such and hereinafter referred to herein as “this code.”

§ 150.002 PURPOSE.

The purpose of this code is to establish minimum standards to safeguard the public health, safety and general welfare by regulating and controlling the design, construction, quality of materials, use and occupancy and location of all buildings and structures within the city and certain equipment specifically regulated herein.

§ 150.003 SCOPE.

The provisions of this code shall serve as the administrative, organizational and enforcement rules and regulations for the technical codes which regulate site preparation and construction, alteration, moving, demolition, repair, use and occupancy of buildings, structures and building service equipment within the city.

§ 150.004 AUTHORITY.

This code is adopted pursuant to the authority granted by ~~Section~~ Section 7 of Article XI of the California State Constitution to a county or city to make and enforce within its limits all such local, police, sanitary and other ordinances and regulations as are not in conflict with general laws. It is further adopted in conformity with the provisions of §§ 50022.1 thru 50022.10, inclusive, of the Cal. Gov’t Code relating to adoption of codes by reference.

§ 150.005 APPLICABILITY AND COMPLIANCE WITH CODE PROVISIONS REQUIRED.

(A) The provision of this code shall apply to the construction, alteration, moving, demolition, repair, maintenance and use of buildings and structures located within the incorporated areas of the City of Baldwin Park.

(B) It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure in the city, or cause or permit or suffer the same to be done, in violation of this chapter or in violation of any of the provisions of the codes adopted hereunder.

(C) Exception. Public projects located in the public way and not subject to the city land use regulations; public utility towers and poles; mechanical equipment not specifically regulated by this code; floor control structures; buildings and structures owned and constructed by a Federal, state or other agency which authority pre-empts that of city government.

§ 150.006 ADMINISTRATION.

The provisions of this chapter contain cross-references to the provisions of the 2016 CBC-Amended Administrative, promulgated by the International Code Council in order to facilitate reference and comparison to those provisions.

§ 150.007 CREATION OF DIVISION OF BUILDING AND SAFETY.

There is hereby contained with the city government structure the Division of Building and Safety which shall be under the administrative jurisdiction of the Building Official as designated by the appointing authority.

§ 150.008 DEPUTIES.

In accordance with prescribed procedures and with the approval of the appointing authority, the Building Official may appoint deputies and other related technical officers and inspectors and other employees as may be authorized by the City Council from time to time.

§ 150.009 POWERS AND DUTIES OF THE BUILDING OFFICIAL.

(A) General. The Building Official is hereby authorized and directed to enforce all of the provisions of this Code and the Technical Codes, excepting that the provisions of Chapter 9 of Building Code shall be enforced jointly with the Fire Marshal of the Los Angeles County Fire Protection District. For such purposes, the Building Official and the Fire Marshal, respectively, and their respective authorized representatives, shall each have the powers of a law enforcement officer. The Building Official shall have the power to render interpretations of this code and to adopt and enforce rules supplemental to this code as may be deemed necessary in order to clarify the applications and the provisions of this code. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

(B) Interpretations and policies. The Building Official shall have the power and authority to render interpretations of this chapter and the Technical Codes and to adopt and enforce rules, policies, procedures and supplemental regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in conformance with the intent and purpose of this chapter.

(C) Right-of-entry.

(1) The Building Official may enter the building or premises at all reasonable times to inspect or to perform the duties imposed by this chapter:

- (a) When necessary to make an inspection to enforce any of the provisions of this chapter and the technical codes; or
- (b) When the Building Official has reasonable cause to believe that there exists in any building or upon a premises a condition which is contrary to or in violation

of this chapter which makes the building or premises unsafe, dangerous or hazardous.

(2) The Building Official shall adhere to the following procedures in making an entry:

(a) If such building or premises be occupied, the Building Official shall present credentials to the occupant and request entry.

(b) If such building or premises be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

(c) Should entry be refused, the Building Official shall have recourse to the remedies provided by law to secure entry. Notwithstanding the foregoing, if the Building Official has reasonable cause to believe that there exists an unsafe, substandard or dangerous condition within the building or premises as to require immediate inspection to safeguard the public health or safety, the Building Official shall have the right to immediately enter and inspect such property and may use any reasonable means required to secure such entry and make such inspection.

(D) Stop work orders. When work is being done contrary to the provisions of this chapter, the technical codes, or other pertinent laws or ordinances implemented through the enforcement of this chapter, the Building Official may order the work stopped by notice in writing served on persons engaged in the doing or causing such work to be done, and such persons shall forthwith stop the work until authorized by the Building Official to proceed with the work.

(E) Occupancy violations. When a building or structure or building service equipment therein regulated by this chapter and the technical codes is being used contrary to the provisions of such codes, the Building Official may order such use discontinued by written notice served on any person causing such use to be continued. Such person shall discontinue the use within the time prescribed by the Building Official after receipt of such notice to make the structure, or portion thereof, comply with the requirements of such codes.

(F) Authority to disconnect utilities. The Building Official or the Building Official's authorized representative shall have the authority to disconnect a utility service or energy supplied to the building, structure or building service equipment therein regulated by this chapter or the technical codes in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall whenever possible notify the serving utility, the owner and occupant of the building, structure or building service equipment of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or building service equipment, in writing, of such disconnection immediately thereafter.

(G) Authority to condemn building service equipment.

(1) When the Building Official ascertains that building service equipment regulated in the technical codes has become hazardous to life, health or property, or has become

unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, as appropriate.

(2) The written notice itself shall fix a time limit for compliance with such order. Defective building service equipment shall not be maintained after receiving such notice.

(3) When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner and occupant of such building, structure or premises.

(4) When any building service equipment is maintained in violation of the technical codes and in violation of a notice issued pursuant to the provisions of this chapter, the Building Official shall institute appropriate action to prevent, restrain, correct or abate the violation.

(H) Connection after order to disconnect. No person shall make or suffer the connection from an energy, fuel or power supply nor supply energy or fuel to building service equipment which has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

(I) Custodian of records. The Building Official shall be the custodian of records for the Division of Building and Safety and as such, is charged with the responsibility to keep and maintain a permanent record of all building permits issued by the division as well as plans and other pertinent documents and transactions. Such records and documents may be maintained in electronic image, electronic file, paper, or other approved archival method.

(J) Liability. It is the intent of this code to establish minimum standards for the protection of the health, safety and welfare of the public. This code shall not be construed to establish standards of performance, strength or durability other than those specified. This code, nor any of the services rendered in connection with its terms by city officers, inspectors, agents or employees is intended, nor shall be construed as the basis, for any expressed or implied warranties or guarantees to any person relative to, or concerning any structure or part, portion of appurtenances thereto or thereof constructed, erected, altered, enlarged, repaired, moved, replaced or removed pursuant to this code or any permits granted hereunder. No cause of action shall arise in favor of any person against the city, or any of its officers, inspectors, agents, or employees because any structure or portion thereof, erected, altered, enlarged, repaired, moved, replaced, or removed or any appurtenance, system, wiring, plumbing, mechanical equipment, devices, or appliances installed, maintained, repaired or replaced hereunder do not meet the standards prescribed herein. The Building Official, deputies, inspectors, technical officers and employees, charged with the enforcement of this code and the technical codes, acting in good faith and without malice in the discharge of their duties shall thereby, not be rendered personally liable for damage that may accrue to persons or property as a result of an act or omission in the discharge of the assigned duties. A suit brought against the Building Official, deputy, technical officer, inspector or employee because of such an act or omission performed by the Building Official, deputy, technical officer, inspector or employee in the enforcement of the provisions of such codes or other pertinent laws or ordinances implemented

through the enforcement of this code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom, shall be assumed by the jurisdiction.

(K) Conflicting provisions.

- (1) When conflicting provisions or requirements occur between this chapter, the technical codes and other codes or laws, the most restrictive shall govern.
- (2) When conflicts occur between the technical codes, those provisions providing the greater safety to life shall govern. Where sanitation, life safety, or fire safety are not involved, the most restrictive provisions shall govern.
- (3) Where in a specific case different ~~section~~Sections of the technical codes specify different materials, methods of construction or other requirements, the most restrictive shall govern. When there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(L) Alternate materials - design and methods of construction.

- (1) The provisions of the technical codes are not intended to prevent the use of any material, method of design or method of construction not specifically prescribed by the technical codes, provided an alternate has been approved and its use authorized by the Building Official.
- (2) The Building Official may approve an alternate, provided the Building Official finds that the proposed design is satisfactory and complies with the provisions of the technical codes and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in the technical codes in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation.
- (3) The Building Official shall require that sufficient evidence or proof be submitted to substantiate claims that may be made regarding its use.
- (4) The details of an action granting approval of an alternate shall be recorded and entered in the records.
- (5) The Building Official may require the applicant to arrange for the proposed alternate materials, methods of design and methods of construction be reviewed and evaluated by an outside agency designated by the Building Official at the applicant's expense.

(M) Modifications.

- (1) Whenever there are practical difficulties involved in carrying out the provisions of the technical codes, the Building Official may grant modifications for individual cases.

(2) The Building Official shall first find that:

- (a) A special individual reason makes the strict letter of the technical code impractical;
- (b) The modification is in conformity with the intent and purpose of the technical code, and
- (c) Such modification does not lessen health, life safety and fire safety requirements or any degree of structural integrity.

(3) The details of actions granting modifications shall be recorded and entered in the records.

(4) The Building Official may require the applicant to arrange for the proposed modification to be reviewed by an outside agency designated by the Building Official at the applicant's expense.

(N) Tests and research reports.

(1) Whenever there is insufficient evidence for determining compliance with the provisions of the technical codes or evidence that materials or construction do not conform to the requirements of the technical codes, the Building Official may require tests as evidence of compliance to be made at the applicant's expense.

(2) Test methods shall be as specified by the technical codes or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall determine test procedures.

(3) Tests shall be made by an approved agency.

(4) Reports of such tests shall be entered in the records.

(5) The Building Official may require the applicant to arrange for the test procedures, methodology, results, reports, etc. to be reviewed and evaluated by an outside agency designated by the Building Official at the applicant's expense.

§ 150.010 APPLICABILITY.

The provisions of this code shall not be construed to conflict with the provisions of the state housing law, nor any other provisions of state or Federal laws. Any requirements of this code or the codes adopted hereby, which are more restrictive shall apply.

§ 150.011 BOARD OF APPEALS.

(A) Board established. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this

code, there shall be and is hereby created a Board of Appeals consisting of members who are qualified by experience and training and who are not employees of the jurisdiction, to pass upon matters pertaining to the application or installation of building, electrical, plumbing and mechanical systems, components and equipment. The Building Official or his designee shall be an ex officio member and shall act as Secretary to said Board but shall have no vote upon any matter before the Board. The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official. The Board of Appeals shall have no authority relative to interpretations of the administrative provisions of this code. The Board shall have no authority to waive requirements of this code.

(B) Appeal.

(1) An applicant for or holder of a permit whose proposed solution for meeting the requirements of Title 24 of the California Code of Regulations is not approved or authorized by the Building Official may file an appeal with the Board of Appeals.

(2) An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed.

§ 150.012 PARTIAL INVALIDITY.

If any ~~section~~Section, ~~subsection~~Section, sentence, clause or phrase of this code or the application thereof to any person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not effect the validity of the remaining portions of this code or the application of such provision to other persons or circumstances.

(Ord. 1361, passed 12-18-13; Am. Ord. 1396, passed 2-1-17)

Part 2. DEFINITIONS

§ 150.020 DEFINITIONS.

The definitions set forth in this ~~section~~Section shall govern the application and interpretation of this chapter.

ALTER or ALTERATION. **ALTER** or **ALTERATION** means a change or modification in construction or building service equipment.

ADMINISTRATIVE AUTHORITY. The Building Official or a regularly authorized deputy.

APPROVED. Approved, as to materials, types of construction, equipment and systems, refers to approval by the Building Official as the result of investigation and tests conducted by the

Building Official, or by reason of accepted principles or tests by recognized authorities, technical or scientific organizations.

APPROVED AGENCY. An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when the agency has been approved by the Building Official.

BUILDING CODE. The Baldwin Park Building Code.

BUILDING SERVICE EQUIPMENT. Refers to the plumbing, mechanical, electrical and elevator equipment including piping, wiring, fixtures and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, fire-fighting and transportation facilities essential to the occupancy of the building or structure for its designated use.

CBC. The California Building Code as adopted by the State of California.

CODE or THIS CODE. Chapter 150 of the Baldwin Park Municipal Code, unless otherwise noted.

CONDOMINIUMS. Any building or portion thereof that contains three or more dwelling units that does not meet the definition of townhouse as set forth below; for purposes of this code, condominiums shall be classified as R-2 occupancy.

ELECTRICAL CODE. The Baldwin Park Electrical Code.

EXISTING BUILDING. A building legally erected prior to effective date of this chapter.

FIRE CODE. The [Los Angeles County Fire Code \(LACFC\) which adopts the California Fire Code, including the Appendix thereto, together with those omissions, amendments, exceptions and additions there to as amended in the California Code of regulations, and Title 24 of the California Code of Regulations, International Fire Code \(IFC\), 2012 edition, promulgated by the International Code Council, including the Appendix thereto, together with those omissions, amendments, exceptions and additions there to as amended in the California Code of Regulations, and Title 24 of the California Code of Regulations.](#)

JURISDICTION. The City of Baldwin Park.

LISTED and LISTING. **LISTED** and **LISTING** are terms referring to equipment and materials which are shown in a list published by an approved testing agency, qualified and equipped for experimental testing and maintaining an adequate periodic inspection of current productions and which listing states that the material or equipment complies with accepted national standards which are approved, or standards which have been evaluated for conformity with approved standards.

MECHANICAL CODE. Baldwin Park Mechanical Code.

OCCUPANCY. The purpose for which a building, or part thereof, is used or intended to be used.

PERMIT. An official document or certificate issued by the Building Official authorizing performance of a specified building, plumbing, mechanical, or electrical activity or any combination of such permits issued jointly by the Building Official.

PLUMBING CODE. The Baldwin Park Plumbing Code.

REPAIR. The reconstruction or renewal of any part of an existing building, structure or building service equipment for the purpose of its maintenance.

SHALL. As used in this code is mandatory.

STRUCTURE. That which is build or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

TECHNICAL CODES. Refer to those codes adopted by this chapter containing the provisions for design, construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures and building service equipment.

TOWNHOUSE. A single family dwelling in a row of at least three such units, not more that three stories above grade, in which each unit shall be located on a separate parcel, having its own access to the outside, no unit located over another unit, and each unit shall be separated by a property line from any other unit. For the purpose of this chapter, all town houses shall be classified as R-3 occupancy.

Part 3. ORGANIZATION AND ENFORCEMENT

§ 150.030 ABATEMENT ORDERS.

When any structure or site is being used or constructed in violation of this code, or any of the codes adopted by reference herein, the Building Official may order such use or construction discontinued and the structure or portions thereof vacated by a written notice served on any person or persons causing such use. Such person or persons shall discontinue such use within the specified time as indicated on the notice. After receipt of such notice, such person or persons shall abate the violations or cause the building or structure to be demolished or removed.

§ 150.031 ABATEMENT PROCEDURES.

(A) The Building Official shall inspect or cause to be inspected a building, structure where reasonable suspicion exists that said building or structure may be substandard, unsafe or used in violation of this code, state health and safety code, state housing regulations, or any of the codes adopted by reference herein. If after inspecting the building or structure, the Building Official determines that said building or structure is unsafe, substandard or being used in violation of this code, state health and safety code, state housing law, or any of the codes adopted by reference herein, the Building Official shall give a written notice and order to the

owner, tenant or user of the building or property pursuant to the provisions of the state health and safety code, state housing law and this code. If the Building Official finds that certain electrical, plumbing, mechanical, excavation or structural systems pose an immediate hazard to life and property, the Building Official may order such systems disconnected, removed or abated immediately.

(B) If a notice and order must be served upon the owner, tenant or user of the building or structure, the Building Official shall assess the owner, tenant or user of the building or structure all applicable fees required to cover expenses incurred by the city in the processing of the notice and order to abate. Such processing fees shall be calculated at the rate indicated in the schedule of service charges adopted by the City Council.

(C) Buildings damaged by fire or by natural disasters where the extent of damage to the building exceeds 75% of the valuation of the building prior to the disaster, or when determined by the Building Official that a structure is unsafe for occupancy due to damage the building shall be considered a total loss and be demolished pursuant to this ~~section~~Section, and if necessary the safety of the damaged structure will be determined by an engineering study paid by the owner of the property.

§ 150.032 COST OF ABATEMENT OR COMPLIANCE.

(A) Any person, whether as principal, agent, employee or otherwise, who maintains any premises in violation of the provisions of this code, any of the codes adopted by reference herein, or the state housing law shall be liable for, and obligated to pay to the city all costs incurred by the city in obtaining abatement or compliance which is attributable to, or associated with, the enforcement or abatement action, whether such action is administrative, injunctive or legal and for all damages suffered by the city its officers, agents, and employees as a result of such violation or efforts to abate the violation.

(B) If the owner of the property involved in such abatement or compliance action fails to pay for the costs of such abatement or compliance action upon demand by the city, the City Council by resolution may order the cost of the abatement to be specially assessed to the property or parcel. Such assessment shall be collected at the same time and in the same manner as ordinary county taxes are collected and shall be subject to the same penalties and the same procedure be applied at the time of sale or in case of delinquency as are provided for ordinary county taxes.

§ 150.033 NOTICE OF NON-COMPLIANCE.

Whenever the Building Official determines that work has been done without the required permits, or has not been completed in accordance with the requirements of this code, the state housing law or any code adopted herein, the Building Official may cause a notice of non-compliance to be recorded with the County Recorder and shall notify the owner of such property of such action. The notice of non-compliance shall describe the property, shall set forth the non-complying conditions and shall state that the owner of such property has been duly notified. The Building Official shall record a notice of release of the notice of non-compliance with the County

Recorder when it has been determined by the Building Official that the non-complying conditions have been corrected.

§ 150.034 PUBLIC NUISANCE.

Buildings or structures or portions thereof which are regulated by this code, and which are determined by the Building Official to be unsafe or not provided with adequate egress or which constitute a fire hazard, or which are determined substandard under the provisions of the California Health and Safety Code, the state housing law, any other applicable law or ordinance, or which are otherwise dangerous to human life, or which constitute a hazard to health safety or public welfare by reason of inadequate maintenance, dilapidation, damage obsolescence or abandonment as specified in this code or any other law or ordinance, shall be declared unsafe buildings and shall be declared a public nuisance and shall be ordered abated by repair, rehabilitation, removal or demolition pursuant to the provision of this code.

§ 150.035 ACTIONS, VIOLATIONS AND PENALTIES.

It shall be unlawful for any person, firm, corporation or association to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish equipment, use, occupy, or maintain any building, structure or building service equipment regulated by this code, or cause the same to be done in violation of this code or any codes hereby adopted by reference, state housing law or other applicable state or local law. The penalty shall be as set forth in § 10.99 of the Baldwin Park Municipal Code. Each such person, firm, corporation or association shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed, continued, or allowed and upon conviction of such violation such person, firm, corporation or association shall be punishable by a fine or imprisonment or both as provided by law and the Baldwin Park Municipal Code. The issuance of a permit or the approval of plans and specifications shall not be construed to authorize any violation of the provisions of this code or any codes hereby adopted by reference, state housing law or other applicable state or local law. The issuance or granting of a permit or approval of plan and specification shall not prevent the Building Official from thereafter requiring the correction of errors in said plans and specifications or from suspending construction operations when such plans, specification or construction are in violation of this code or any codes hereby adopted by reference, state housing law or other applicable state or local law.

Part 4. EXISTING BUILDINGS AND BUILDING SERVICE EQUIPMENT

§ 150.040 APPLICATION OF TECHNICAL PROVISIONS TO EXISTING BUILDINGS AND BUILDING SERVICE EQUIPMENT.

The provisions of this part govern the application of the technical codes to existing buildings and building service equipment.

§ 150.041 GENERAL.

The buildings, structures and their building service equipment to which additions, alterations or repairs are made shall comply with all the requirements of the technical codes for new facilities, except as specifically provided in this chapter.

§ 150.042 ADDITIONS, ALTERATIONS OR REPAIRS.

Additions, alterations or repairs may be made to a building or its building service equipment without requiring the existing building or its building service equipment to comply with all the requirements of the technical codes, provided the addition, alteration or repair conforms to that required for a new building or building service equipment.

§ 150.043 ADDITIONS, ALTERATIONS OR REPAIRS: UNSAFE CONDITIONS.

(A) Additions or alterations shall not be made to an existing building or building service equipment which will cause the existing building or building service equipment to be in violation of the provisions of the technical codes nor shall such additions or alterations cause the existing building or building service equipment to become unsafe.

(B) An unsafe condition shall be deemed to have been created if an addition or alteration may cause the existing building or building service equipment to become structurally unsafe or overloaded; may not provide adequate egress in compliance with the provisions of the building code or may obstruct existing exits; may create a fire hazard; may reduce required fire resistance; may cause building service equipment to become overloaded or exceed their rated capacities; may create a health hazard or may otherwise create conditions dangerous to human life.

§ 150.044 ADDITIONS, ALTERATIONS OR REPAIRS: HEIGHT, NUMBER OF STORIES AND AREA.

(A) A building altered pursuant to a repair or alteration permit, which involves a change in use or occupancy, shall not exceed the height, number of stories and area permitted by the building code for new buildings.

(B) A building plus new additions shall not exceed the height, number of stories and area specified by the building code for new buildings.

§ 150.045 ADDITIONS, ALTERATIONS OR REPAIRS: COMPLIANCE WITH CODE REQUIREMENTS.

(A) Additions or alterations shall not be made to an existing building or structure when the existing building or structure is not in full compliance with the provisions of the building code, except when the addition or alteration will result in the existing building or structure being no more hazardous, based on life safety, fire safety and sanitation, than before such additions or alterations are undertaken.

(B) Exception. Alterations of existing structural elements, or additions of new structural elements which are initiated only for the purpose of increasing the lateral-force-resisting strength or stiffness of an existing structure need not be designed for forces conforming to these regulations provided that an engineering analysis is submitted to show that:

- (1) The capacity of existing structural elements required to resist forces is not reduced;
- (2) The lateral loading to required existing structural elements is not increased beyond their capacity;
- (3) New structural elements are detailed and connected to the existing structural elements as required by these regulations;
- (4) New or relocated nonstructural elements are detailed and connected to existing or new structural elements as required by these regulations; and
- (5) An unsafe condition is not created.

§ 150.046 ADDITIONS, ALTERATIONS OR REPAIRS: USE OF SAME MATERIALS.

Alterations or repairs to an existing building or structure which are nonstructural and do not adversely affect a structural member or a part of the building or structure having required fire resistance may be made with the same materials of which the building or structure is constructed, subject to approval by the Building Official. Installation or replacement of glass shall be as required for new installations.

§ 150.047 EXISTING BUILDING SERVICE EQUIPMENT INSTALLATIONS.

Building service equipment lawfully in existence prior to the effective date of this chapter, may have their use, maintenance or repair continued if the use, maintenance or repair is in accordance with the original design and a hazard to life, health or property has not been created by such building service equipment.

§ 150.048 EXISTING OCCUPANCY.

(A) Buildings in existence prior to the effective date of this chapter may have their existing use or occupancy continued if the use or occupancy was legal prior to the effective date of this chapter, and provided continued use is not dangerous to life, health and safety.

(B) A change in the use or occupancy of any existing building or structure shall comply with the provisions of this code.

§ 150.049 MAINTENANCE.

(A) Buildings, structures and building service equipment, existing and new, and parts thereof shall be maintained in a safe and sanitary condition.

(B) Devices or safeguards which are required by the technical codes shall be maintained in conformance with the technical code under which installed.

(C) The owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and their building service equipment.

(D) The Building Official may cause a structure to be reinspected to determine compliance with this division.

§ 150.050 MOVED BUILDINGS.

Buildings, structures and their building service equipment moved into or within the city shall comply with the provisions of the technical codes for new buildings or structures and their building service equipment.

§ 150.051 TEMPORARY STRUCTURES.

(A) Temporary structures such as reviewing stands and other miscellaneous structures, sheds, canopies or fences used for the protection of the public around and in conjunction with construction work may be erected by a permit issued pursuant to CBC § 3103.

(B) Temporary buildings or structures shall be completely removed upon the expiration of the time limit stated in the permit.

§ 150.052 HISTORIC BUILDINGS.

Repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a building, structure, or its building service equipment may be made provided:

(A) The building or structure has been designated by official action of the legally constituted authority of the city as having special historical or architectural significance.

(B) Unsafe conditions as described in this chapter are corrected.

(C) The restored building or structure and its building service equipment will be no more hazardous based on life safety, fire safety and sanitation than the existing building.

(D) The structure meets the requirement of 2016 California Historical Building Code, Part 8 of Title 24.

Part 5. PERMITS

§ 150.060 PERMITS REQUIRED.

Except as specified in this part, no building, structure or building service equipment regulated by this chapter and the technical codes shall be erected, constructed, enlarged, altered, repaired,

Formatted: Heading 3

moved, improved, removed, converted or demolished unless a separate, appropriate permit for each building, structure or building service equipment has first been obtained from the Building Official.

(

§ 150.061 WORK EXEMPT FROM PERMIT.

(A) A permit shall not be required for the types of work in each of the separate classes of permit as set forth in this part.

(B) Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in violation of the provisions of the technical codes or any other laws or city ordinances.

§ 150.062 BUILDING PERMIT EXEMPTIONS.

(A) A building permit shall not be required for the following:

- (1) One-story detached accessory buildings used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²), the building is 14 feet or less in height, and does not contain electrical, mechanical or plumbing work.
- (2) Fences not over seven (2,134 mm) high.
- (3) Oil derricks.
- (4) Non-fixed and movable fixtures, cases, racks, counters and partitions not over five feet nine inches (1,753 mm) high.
- (5) Retaining walls which are not over four feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
- (6) Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,925 liters) and the ratio of height to diameter or width does not exceed two to one.
- (7) Platforms, sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below, and are not part of an accessible route.
- (8) Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- (9) Temporary motion picture, television and theater stage sets and scenery.
- (10) Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

(11) Swings and other playground equipment accessory to detached one-and two-family dwellings.

(12) Window awnings supported by an exterior wall of detached one- and two-family dwellings, and Group U Occupancies when projecting not more than 54 inches (1,372 mm) and do not require additional support.

(13) Prefabricated swimming pools accessory to a detached one- and two-family dwellings. Occupancy in which the pool walls are entirely above the adjacent grade and if the capacity does not exceed 5,000 gallons (18,925 liters), and less than 24 inches (610 mm) deep.

(14) Replacement, repair or overlay of less than 10% of an existing roof within any 12 month period.

(15) Nonfixed and movable fixtures, cases, racks, counters and partitions not over five feet nine inches (1,753 mm) in height.

(B) Unless otherwise exempted by this chapter, separate plumbing, electrical and mechanical permits will be required for the above exempted items.

§ 150.063 PLUMBING PERMIT EXEMPTIONS.

A plumbing permit shall not be required for the following:

(A) The stopping of leaks in drains, soil, waste or vent pipe, provided, however, that should any concealed trap, drainpipe, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspection made as provided in this chapter.

(B) The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, including the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

§ 150.064 MECHANICAL PERMIT EXEMPTIONS.

A mechanical permit shall not be required for the following:

(A) A portable heating appliance;

(B) Portable ventilating equipment;

(C) A portable cooling unit;

(D) A portable evaporative cooler;

- (E) A closed system of steam, hot or chilled water piping within heating or cooling equipment regulated by the mechanical code;
- (F) Replacement of any component part of assembly of an appliance which does not alter its original approval and complies with other applicable requirements of the technical codes;
- (G) Refrigerating equipment which is part of the equipment for which a permit has been issued pursuant to the requirements of the technical codes; and
- (H) A unit refrigerating system as defined in the mechanical code.

§ 150.065 ELECTRICAL PERMIT EXEMPTIONS.

An electrical permit shall not be required for the following:

- (A) Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by the electrical code.
- (B) Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.
- (C) Temporary decorative lighting.
- (D) Repair or replacement of current-carrying parts of any switch, conductor or control device.
- (E) Reinstallation of attachment plug receptacles, but not the outlets therefore.
- (F) Replacement of any over current device of the required capacity in the same location, except service equipment.
- (G) Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
- (H) Taping joints.
- (I) Removal of electrical wiring.
- (J) Temporary wiring for experimental purposes in suitable experimental laboratories.
- (K) The wiring for temporary theater, motion picture or television stage sets.
- (L) Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy, except in hazardous (classified) locations.

(M) Low-energy power, control and signal circuits of Class II and Class III as defined in the electrical code.

(N) A permit shall not be required for the installation, alteration or repair of electrical wiring, apparatus or equipment or the generation, transmission, distribution or metering of electrical energy or in the operation of signals or the transmission of intelligence by a public or private utility in the exercise of its function as a serving utility.

(

Part 6. APPLICATION REQUIREMENTS

§ 150.071 APPLICATION FOR PERMIT.

(A) To obtain a permit an applicant shall file a completed application, in writing, on a form furnished by the Building Official for that purpose.

(B) Every such application shall:

- (1) Identify and describe the work to be covered by the permit for which application is made.
- (2) Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
- (3) Indicate the use or occupancy for which the proposed work is intended.
- (4) Be accompanied by plans, diagrams, computations and specifications and other data as required in CBC § 107.
- (5) State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
- (6) Be signed by the applicant, or the applicant's authorized agent.
- (7) Give such other data and information as may be required by the Building Official.

(C) The work to be covered by the permit for which application is made, shall comply with the code, standards, and laws in effect at the time such application is filed with the Building Official.

§ 150.072 SUBMITTAL DOCUMENTS.

(A) Plans, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs and other data shall constitute the submittal documents and shall be submitted in one or more sets with each application for a permit.

(B) When such plans are not prepared by an architect or engineer, the Building Official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a licensed architect or engineer.

(C) The Building Official may require plans, computations and specifications to be prepared and designed by an engineer or architect licensed by the state to practice as such even if not required by state law.

(D) Exception. The Building Official may waive the submission of plans, calculations, construction inspection requirements and other data if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this chapter.

§ 150.073 INFORMATION ON PLANS AND SPECIFICATIONS.

(A) Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this chapter and all relevant laws, ordinances, rules and regulations.

(B) Plans for buildings of other than detached one- and two-family dwellings and Group U Occupancies shall indicate how required structural and fire-resistive integrity will be maintained when a penetration will be made for electrical, mechanical, plumbing and communication conduits, pipes and similar systems.

§ 150.074 ARCHITECT OR ENGINEER OF RECORD.

(A) When it is required that documents be prepared by an architect or engineer, the Building Official may require the owner to engage and designate on the building permit application an architect or engineer who shall act as the architect or engineer of record.

(B) If the circumstances require, the owner may designate a substitute architect or engineer of record who shall perform all of the duties required of the original architect or engineer of record.

(C) The Building Official shall be notified, in writing, by the owner if the architect or engineer of record is changed or is unable to continue to perform the duties.

(D) The architect or engineer of record shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

§ 150.075 DEFERRED SUBMITTALS.

(A) For the purposes of this chapter, deferred submittals are defined as those portions of the design which are not submitted at the time of the application and which are to be submitted to the Building Official within a specified period.

(B) Deferral of any submittal items shall have prior approval of the Building Official. The architect or engineer of record shall list the deferred submittals on the plans and shall submit the deferred submittal documents. Additional plan review fee shall be paid by the applicant for deferred submittals for review by the Building Official prior to their installation.

(C) Submittal documents for deferred submittal items shall be submitted to the registered design architect or engineer of record who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and that they have been found to be in general conformance with the design of the building.

(D) The deferred submittal items shall not be installed until their design and submittal documents have been approved by the Building Official.

§ 150.076 INSPECTION AND OBSERVATION PROGRAM.

(A) When special inspection is required by CBC Chapter 17, the architect or engineer of record shall prepare an inspection program which shall be submitted to the Building Official for approval prior to issuance of the permit.

(B) The inspection program shall designate the portions of the work to have special inspection, the name or names of the individuals or firms who are to perform the special inspections and indicate the duties of the special inspectors.

(C) The special inspector shall be employed by the owner, the engineer or architect of record, or an agent of the owner, but not the contractor or any other person responsible for the work.

(D) When structural observation is required by CBC Chapter 17, the observation program shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur.

(E) The inspection program shall include samples of inspection reports and provide time limits for submission of reports.

§ 150.077 EXPIRATION OF APPLICATION FOR PERMIT.

(A) Except as provided below, a permit application shall expire if no permit is issued within one year after the date the permit application is filed. A permit application filed prior to the effective date of this chapter, shall expire if no permit is issued within one year after the date the permit application is filed. The Building Official may issue a permit for work shown on an expired application for a permit without requiring the re-submittal of plans and payment of a plan review fee provided:

- (1) No changes have been made or will be made to the original plans and specifications except as required by the original plan review;

(2) No pertinent laws or ordinances have been amended subsequent to the date the original application was filed;

(3) The time allowed to obtain the permit does not exceed one year and one month from the date the original application was filed; and

(4) Circumstances beyond the control of the applicant have prevented action from being taken.

(B) Except as provided in this ~~section~~Section, no action may be taken on an application after expiration. Plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. To obtain a permit, applicants shall submit a new application, documents and pay a new plan review fee. All applicable codes, standards, and laws in affect at the time of the new application shall then apply to the project.

Part 7. PERMIT ISSUANCE

§ 150.080 PERMIT ISSUANCE.

(A) The application, plans, specifications, computations and other data filed by an applicant for permit shall be reviewed by the Building Official as deemed appropriate. Such plans may be reviewed by other city departments to verify compliance with other applicable laws.

(B) If the Building Official finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this chapter and the technical codes and other pertinent laws and ordinances, and that the required fees have been paid, the Building Official shall issue a permit therefore to the applicant.

(C) The Building Official shall endorse, in writing or stamp, the required plans and specifications.

(D) Approved plans and specifications shall not be changed, modified or altered without authorizations from the Building Official, and all work regulated by this chapter shall be done in accordance with the approved plans.

§ 150.081 PERMITS FOR PARTIAL CONSTRUCTION.

(A) The Building Official may issue a permit for the construction of part of a building, structure or building service equipment before the entire plans and specifications for the whole building, structure or building service equipment have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of the technical codes.

(B) The holder of a permit for partial construction shall proceed without assurance that the permit for the entire building, structure or building service will be granted.

§ 150.082 RETENTION OF PLANS.

(A) One set of approved plans, specifications and computations shall be retained by the Building Official for a period of not less than 180 days from the date of completion of the work covered therein or as required by the state or local laws.

(B) One set of approved plans and specifications shall be returned to the applicant and shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

§ 150.083 VALIDITY OF PERMIT.

(A) The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of any violation of, any of the provisions of this chapter or the technical codes, or of any other law or ordinance.

(B) Permits presuming to give authority to violate or cancel the provisions of this chapter or of other city ordinances shall not be valid.

(C) The issuance of a permit based on plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors in the plans, specifications and other data, or from preventing building operations being carried on thereunder when there is a violation of this chapter or of any other city ordinances.

§ 150.084 PERMIT EXPIRATION.

(A) Every permit issued by the Building Official under the provisions of the technical codes shall expire by limitation and become null and void when any of the following circumstances is applicable:

Section 150.084(A)(1) is hereby amended to read:

(1) Failure to start construction. If the building or work authorized by such permit is not commenced within ~~180 days~~12 months from the date of such permit is issued;

(2) Cessation of work. If the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days or more;

(3) Time to complete. In addition to divisions (1) and (2) above, every permit issued under the provisions of this chapter expires by limitation and becomes null and void when the time allowed to complete all work authorized by the permit exceeds the following time periods based on valuation:

Valuation	Time Allowed
-----------	--------------

Under \$300,000	12 months
\$300,001 to \$1,000,000	24 months
\$1,000,001 to \$ \$20,000,000	36 months
Over \$20,000,000	48 months

(B) Before work terminated pursuant to division (A) above can be recommenced, a new permit shall be first obtained, and the permittee shall pay new full permit fees.

(C) The fee therefore shall be pursuant to the last adopted fees provided no changes have been made to the original plans or specifications for such work; and provided further that such suspension or abandonment has not exceeded one year.

(D) If the suspension or abandonment of the project has exceeded one year, a new permit shall be obtained and the permit fees be paid in full.

§ 150.085 PERMIT TIME EXTENSIONS.

(A) Every permit issued by the Building Official under the provisions of the technical codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days, or if the project is not completed within the stated periods in § 150.084.

(B) All permits shall expire by limitation of time and become null and void unless a written request for an extension of time has been submitted to the Building Official prior to permit expiration. The written request must demonstrate that:

- (1) Due to circumstances beyond the owner's or permittee's control, construction could not be commenced, continued or completed in the authorized time period;
- (2) If construction has started, substantial progress has been made;
- (3) The condition of the property presents no health or safety hazard; and
- (4) The continued delay will not create any unreasonable aesthetic impact to the neighborhood or substantial economic detriment to neighboring property owners.

(C) The time periods set forth to start construction within 180 days or resume construction after cessation of work for 180 days may each be extended no more than once, and the time period set forth to complete construction may be extended no more than three times. Each extension of time shall not exceed 180 days.

(D) The decision of the Building Official may be appealed to the Director of Community Development, who shall conduct a de novo review. Any such appeal shall be filed in writing

within seven days of the decision of the Building Official. The decision of the Director of Community Development shall be final.

(E) Before work terminated pursuant to division (B) above can be recommenced, a new permit shall be first obtained, and the permittee shall pay new full permit fees.

(F) The fee therefore shall be pursuant to the last adopted fees provided no changes have been made to the original plans or specifications for such work; and provided further that such suspension or abandonment has not exceeded one year.

(G) If the suspension or abandonment of the project has exceeded one year, a new permit shall be obtained and the permit fees be paid in full.

§ 150.086 PERMIT RENEWALS.

An expired building permit may be renewed provided it has not been expired for more than one year, no changes have been made to the plans or specifications previously approved by the expired permit and appropriate permit renewal fees are paid. In instances where work has been initiated prior to the expiration of the permit, permit renewal fees shall be assessed pursuant to the degree of progress made on the work authorized by the permit. Permit renewal fees shall be assessed by the Building Official pursuant to latest adopted fees.

§ 150.087 PERMIT SUSPENSION OR REVOCATION.

The Building Official is authorized to suspend or revoke a permit issued under the provisions of this code when the permit is issued in error or on the basis of incorrect inaccurate, incomplete, or fraudulent information provided by the applicant, or when such permit is in violation of an ordinance, regulation, state law or the provisions of this code. All suspension or revocation of permits must be in writing showing the cause and the time period for such action.

§ 150.088 PERMIT DENIAL.

Except where special building designs or other mitigation measures have been approved by the Building Official and co-operating officials of other city and county agencies, a building permit may be denied where physical features of a building site are such that denial of the building permit is deemed necessary to safeguard life, limb, health, property or public welfare. Physical features which justify denial of a permit shall include but shall not be limited to the following:

- (A) Precipitous cliffs or other adjacent vertical landmasses of unknown stability.
- (B) Unstable soils or geologic conditions.
- (C) Terrain, which is subject to flooding or severe soil erosion.
- (D) Terrain, which is deemed contaminated by products of hydrocarbon or other hazardous material.

Part 8. FEES

§ 150.100 FEES ESTABLISHED BY CITY COUNCIL RESOLUTION.

All fees required pursuant to this chapter shall be paid in the amount established set forth in the schedule of service charges established by resolution of the City Council.

§ 150.101 PLAN REVIEW FEES.

(A) When a plan or other data is required to be submitted with an application for permit, pursuant to this chapter, a plan review fee shall be paid at the time of submitting plans and specifications for reviewing. The plan review fee is separate and in addition to the building permit fee.

(B) The plan review fee shall be as set forth in the schedule of service charges established by resolution of the City Council, plus a surcharge as set forth in the schedule of service charges if additional plan review is required for the accessibility for the disabled and/or energy conservation standards as set forth in Title 24 of the California Code of Regulations.

(C) When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in this chapter an additional plan review fee shall be charged at the rate established in the schedule of service charges.

(D) Whenever a permit is requested for the construction of a single-family or duplex structure as part of a subdivision previously plan-checked and approved, a fee as set forth in the schedule of service charges established by the City Council for each such structure shall be paid at the time of application for each such building permit.

(E) The amount of initial plan review fee for submittal of a model plan as defined herein shall be the full plan review fee as specified above. The plan review fee for subsequent submittal of a plan which qualifies as a model plan shall be one-half (1/2) the plan review fee. A "model plan" is hereby defined as a prototype plan for a building or structure which is to be utilized on more than one site, and which incorporates the same structural features, dimensions, and calculations as the original approved plan.

(F) Upon request to review plans on file, a fee as set forth in the schedule of service charges shall be paid, if the plans for such building or structure must be obtained from the city storage vault.

§ 150.102 INVESTIGATION FEES FOR WORK WITHOUT A PERMIT.

(A) Whenever any work for which a permit is required by this chapter has been commenced without first obtaining the proper permits, a special investigation shall be made before any permit may be issued for such work.

(B) The investigation fee in an amount set forth in the schedule of service charges, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be less than 50% of the permit fee as determined by the Building Official.

(C) The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this chapter nor from any penalty prescribed by law.

§ 150.103 FEE REFUNDS.

(A) The Building Official may authorize partial refunding of any fee paid hereunder which was erroneously paid or collected.

(B) The Building Official may authorize the refunding of not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this chapter. A processing fee of \$100 shall be deducted from the refund amount. Permit fee under \$100 is non-refundable.

(C) The Building Official may authorize the refunding of not more than 80% of the plan review fee paid when an application is withdrawn or canceled before any plan reviewing has been started, and the refund amount is not less than or equal to one hour of plan review service fee. A processing fee of \$100 shall be deducted from the refund amount. Plan review fee under \$200 is non-refundable.

(D) The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

§ 150.104 FEE EXCEPTIONS.

(A) Fees shall not be required for buildings erected for and owned by the United States of America, the State of California, or any of its political subdivisions, or by any school district or hospitals, where the Building Official has no jurisdiction for issuance of permits.

(B) However, if an applicant requests a plan review or permit for any of the aforementioned projects, full fees shall be charged.

Part 9. INSPECTIONS

§ 150.110 GENERAL PROVISIONS.

(A) Construction or work for which a permit is required shall be subject to inspection by the Building Official and the construction or work shall remain accessible and exposed for inspection purposes until approved by the Building Official. In addition, certain types of construction shall have special inspection and structural observation as specified in Chapter 17 of the CBC.

(B) Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this chapter or of other city ordinances. Inspections presuming to give authority to violate or cancel the provisions of this chapter or of other city ordinances shall not be valid.

(C) It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the city shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

(D) A survey of the lot may be required by the Building Official to verify that the structure is located in accordance with the approved plans.

(E) All inspections specified herein shall be at the discretion of the Building Official and nothing in the CBC or in this chapter shall be construed as requiring the city to conduct such inspection nor shall any actual inspection made imply a duty to conduct any other inspection. Furthermore, neither the CBC nor this ~~section~~ Section shall be construed to hold the city or any officer, employee or representative of the city, responsible for any damage to persons or property by reason of making inadequate or negligent inspection or by reason of any failure to make an inspection or re-inspection.

§ 150.111 INSPECTION RECORD CARD.

(A) Work requiring a permit shall not be commenced until the permit holder or the agent of the permit holder shall have posted or otherwise made available an inspection record card such as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work.

(B) The inspection record card shall be maintained and made readily available by the permit holder until final approval has been granted by the Building Official.

§ 150.112 INSPECTION REQUESTS.

(A) It shall be the duty of the person doing the work authorized by a permit to notify the Building Official that such work is ready for inspection.

(B) The Building Official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be in writing or by telephone at the option of the Building Official.

(C) It shall be the duty of the person requesting any inspections required either by this chapter or the technical codes to provide access to and means for inspection of the work.

§ 150.113 APPROVAL REQUIRED.

(A) Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official.

(B) Reinforcing steel or structural framework of a part of a building or structure shall not be covered or concealed without first obtaining the approval of the Building Official.

(C) The Building Official, upon notification, shall make the requested inspections and shall either indicate that portion of the construction is satisfactory as completed or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this chapter.

(D) Any portions of work which do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

(E) There shall be a final inspection and approval of all buildings and structures when completed and ready for occupancy and use.

§ 150.114 PRELIMINARY INSPECTION.

Before issuing a permit, the building official is authorized to examine or cause to be examined, buildings, structures and sites for which an application has been filed.

§ 150.115 REQUIRED BUILDING INSPECTIONS.

The Building Official, upon notification, shall make the following inspections:

(A) Foundation inspection. To be made after excavations for footings are complete and required reinforcing steel is in place. For concrete foundations, required forms shall be in place prior to inspection. All materials for the foundation shall be on the job, except when concrete is ready-mixed in accordance with approved nationally recognized standards ASTM C94, the concrete need not be on the job. When the foundation is to be constructed of approved treated wood, additional inspections may be required by the Building Official. Building pad grade certification and compaction report is required prior to Foundation Inspection on the form provided by the jurisdiction as approved by the Building Official.

(B) Concrete slab or under-floor inspection. To be made after in-slab or under-floor building service equipment, conduit, piping accessories and other ancillary equipment items are in place but before any concrete is placed or floor sheathing installed, including the sub-floor.

(C) Protection of joints and penetrations in fire resistive assemblies shall not be concealed from view until inspected and approved.

(D) Framing inspection. To be made after the roof, framing, fire blocking and bracing are in place and all pipes, chimneys and vents are complete and the rough electrical, plumbing, and heating wires, pipes, and ducts are approved.

(E) Lath and/or wall board inspection. To be made after lathing and wallboard, interior and exterior, is in place but before plaster is applied or before wallboard joints and fasteners are taped and finished.

(F) Fire-resistant penetrations. (CBC Chapter 1, § 110.3.6) Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

(G) Energy efficiency inspections. (CBC Chapter 1, § 110.3.7) Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and ~~HAVG~~ HVAC and water-heating equipment efficiency.

(H) Final inspection. To be made after finish grading and the building is completed and ready for occupancy or use.

§ 150.116 REQUIRED BUILDING SERVICE EQUIPMENT INSPECTIONS.

(A) General. Building service equipment for which a permit is required by this chapter shall be inspected by the Building Official. Building service equipment intended to be concealed by a permanent portion of the building shall not be concealed until inspected and approved. When the installation of building service equipment is complete, an additional and final inspection shall be made. Building service equipment regulated by the technical codes shall not be connected to the water, fuel or power supply or sewer system until authorized by the Building Official.

(B) Operation of building service equipment. The requirements of this ~~section~~ Section shall not be considered to prohibit the operation of building service equipment installed to replace existing building service equipment serving an occupied portion of the building in the event a request for inspection of such building service equipment has been filed with the Building Official not more than 48 hours after the replacement work is completed, and before any portion of such building service equipment is concealed by permanent portions of the building.

§ 150.117 OTHER INSPECTIONS.

In addition to the called inspections specified above, the Building Official may make or require other inspections of construction work to ascertain compliance with the provisions of this chapter or technical codes and other applicable laws and ordinances of this city.

§ 150.118 RE-INSPECTIONS.

(A) A re-inspection fee may be assessed for each inspection or when such portion of work for which inspection is called is not complete or when corrections called for are not made.

(B) This ~~section~~ Section is not to be interpreted as requiring fees the first time a job is rejected for failure to comply with the requirements of the technical codes, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

(C) Fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for

failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Building Official.

(D) To obtain a re-inspection, the applicant shall file an application therefore in writing upon a form furnished for that purpose, and pay the fee in accordance with the schedule of fees.

(E) In instances where fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

§ 150.119 SPECIAL INSPECTIONS.

Special inspection shall be provided in accordance with § 1704 of the CBC. Additional special inspections may be required when deemed necessary by the Building Official.

§ 150.120 CONTRACTOR'S RESPONSIBILITY.

Pursuant to the requirements of CBC § 1704, each contractor responsible for the construction of a main wind-or seismic-force-resisting system, designated seismic system or a wind - or seismic resisting component listed in the statement of special inspections shall submit a written statement of responsibility to the Building Official and the owner prior to the commencement of work on the system or component. The contractor's statement of responsibility shall contain acknowledgement of awareness of the special requirements contained in the statement of special inspection.

§ 150.121 STRUCTURAL OBSERVATION.

Structural observation shall be provided in accordance with [California Building Code § 1704 of the CBC](#). Additional structural observation may be required when deemed necessary by the Building Official. Structural observation does not include or waive any inspection required by this code.

(

§ 150.122 CONNECTION TO UTILITIES.

(A) Energy connections. Persons shall not make connections from a source of energy, fuel or power to building service equipment which is regulated by the technical codes and for which a permit is required by this chapter, until approved by the Building Official.

(B) Temporary connections. The Building Official may authorize the temporary connection of the building service equipment to the source of energy, fuel or power for the purpose of testing building service equipment, or for use under a temporary certificate of occupancy. This temporary connection will be allowed for a specific purpose and for a specific period of time. The temporary connection must be removed or detached when the permitted time period is over.

Part 10. CERTIFICATE OF OCCUPANCY

Formatted: Heading 2, Left

Formatted: Font: Bold, Italic

Formatted: Centered

§ 150.130 USE OR OCCUPANCY.

(A) Buildings or structures shall not be used or occupied nor shall a change in the existing occupancy classification of a building or structure or portion thereof be made until the Building Official has issued a certificate of occupancy therefore as provided herein.

(B) Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this chapter or of other city ordinances.

(C) Certificates presuming to give authority to violate or cancel the provisions of this chapter or of other city ordinances shall not be valid.

§ 150.131 CHANGE IN USE.

Changes in the character or use of a building shall not be made except as specified in the Building Code.

§ 150.132 ISSUANCE OF CERTIFICATE OF OCCUPANCY.

After the Building Official inspects the building or structure and finds no violations of the provisions of this chapter or other laws, the Building Official shall issue a certificate of occupancy which shall contain the following:

- (A) The building permit number.
- (B) The address of the building.
- (C) The name and address of the owner.
- (D) A description of that portion of the building for which the certificate is issued.
- (E) A statement that the described portion of the building has been inspected for compliance with the requirements of this chapter for the group and division of occupancy and the use for which the proposed occupancy is classified.
- (F) The name of the Building Official.
- (G) The edition of the code under which the permit was issued.
- (H) The use and occupancy, in accordance with the provisions of Chapter 3 of the CBC.
- (I) The type of construction as defined in Chapter 6 of the CBC.
- (J) The design occupant load.
- (K) If an automatic sprinkler system is provided, whether the sprinkler system is required.

(L) Any special stipulations and conditions of the building permit.

§ 150.133 TEMPORARY CERTIFICATE OF OCCUPANCY.

(A) If the Building Official finds that substantial hazard will not result from occupancy of a building or portion thereof before the same is completed, a temporary certificate of occupancy for the use of a portion or portions of a building or structure may be issued prior to the completion of the entire building or structure.

(B) Applicant shall pay required fees prior to issuance of temporary certificate of occupancy.

(C) The Building Official will develop policies and procedures to administer issuance of a temporary certificate of occupancy.

§ 150.134 POSTING.

The certificate of occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the Building Official.

§ 150.135 REVOCATION.

The Building Official may, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this chapter when the certificate is issued in error, or on the basis of incorrect information, or when it is determined that the building or structure or portion thereof is in violation of an ordinance, regulation or the provisions of this chapter.

Part 11. ADOPTION AND AMENDMENT OF THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE

§ 150.140 ADOPTION.

(A) ~~The 2019 California Building Code~~2022 California Building Code, including the appendices thereto, together with those omissions, amendments, exceptions and additions thereto as amended in Part 2 of Title 24 of the California Code of Regulations are adopted and enacted, as the primary building code of the City of Baldwin Park and made part of this Code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Building Code. ~~The International Building Code, 2012 edition, including the appendices thereto, together with those omissions, amendments, exceptions and additions thereto as amended in Part 2 of Title 24 of the California Code of Regulations are adopted and enacted, as the primary building code of the City of Baldwin Park and made part of this code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Building Code.~~

(B) ~~The 2019 California-2022 California Residential Code, including the appendices I and K thereto, together with those omissions, amendments, exceptions and additions thereto as amended in Part 2.5 of Title 24 of the California Code of Regulations are adopted and enacted, as the Residential Building Code of the City of Baldwin Park and made part of this Code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Residential Building Code. The International Residential Code, 2012 edition, including the appendices thereto, together with those omissions, amendments, exceptions and additions thereto as amended in Part 2.5 of Title 24 of the California Code of Regulations are adopted and enacted, as the Residential Building Code of the City of Baldwin Park and made part of this code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Residential Building Code.~~

(C) ~~The 2019 California-2022 California Green Building Standards Code, including the appendices thereto, together with those omissions, amendments, exceptions and additions thereto as amended in Part 11 of Title 24 of the California Code of Regulations are adopted and enacted, as the Green Building Code of the City of Baldwin Park and made part of this Code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Green Building Code. The California Green Building Standards Code, 2016 edition, including the appendices thereto, together with those omissions, amendments, exceptions and additions thereto as amended in Part 11 of Title 24 of the California Code of Regulations are adopted and enacted, as the Green Building Code of the City of Baldwin Park and made part of this code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Green Building Code.~~

~~(D) The following portions of the California Green Building Standard Codes are amended as follows:~~

~~Section 304.1 Purpose. Voluntary tiers are intended to further encourage building practices that improve public health, safety and general welfare by promoting the use of building concepts which minimizes the building's impact on the environmental and promote a more sustainable design.~~

~~Section 304.1.1 Tiers. The provisions of Division A4.6 Tier 1 for Residential are adopted and enacted, as the mandatory tiers. The verification of requirement of these provisions shall be made by the jurisdiction.~~

Additional requirement for residential:

~~Every new single family home shall install a prewired 40 AMP circuit dedicated for future Electric car charging device.~~

~~Every multifamily dwelling apartment building shall install a sufficient number of Level III charging stations for electric cars. The number of charging devices shall be 5 percent of total required parking spaces, but not less than one. The charging stations shall be designated for charging only.~~

~~Section 304.4.1.2 Tiers. The provisions of Divisions A5.6 Tier 1 for non-residential are adopted and enacted, as the mandatory tiers. The verification of requirements of these provisions shall be made by the jurisdiction.~~

~~Additional requirement for non-residential~~

~~Every new non-residential project shall install a sufficient number level III electric car charging stations as determine during planning stage. The number of charging stations shall be equal to 5 percent of required parking spaces, but not less than one. Charging stations shall be designated for charging only. This requirement is in addition to parking requirement for low emission vehicles.~~

~~(E) One copy of the adopted codes has been filed for use and examination of the public in the Office of the City Clerk of the City of Baldwin Park.~~

§ 150.141 LOCAL AMENDMENTS.

The following provisions shall constitute local amendments to the cross-referenced provisions of the California Building Code (CBC), California Residential Code (CRC), and California Green Building Standards Code (CGBSC) and shall be deemed to replace the cross-referenced ~~section~~ section of the respective code with the respective provisions set forth in this Chapter.

CBC Section 808, Acoustical Ceiling Systems, is hereby amended to add Section 808.1.1.3 to read as follows:

Section 808.1.1.3 Where ceiling is not supporting interior partitions, ceiling bracing shall be provided by four No. 12 gauge wires secured to the main runner within 2" of the cross runner intersection and splayed 90° from each other at an angle not exceeding 45° from the plane of the ceiling. A strut (adequate to resist the vertical component from lateral loads) fastened to the main runner shall be extended to and fastened to the structural members of the roof or floor above. These horizontal restraint points shall be placed at no more than 12'-0" on center in both directions with the first point within 6'-0" of an adjacent wall. Attachment of restraint wires to the structure above shall be adequate for the load imposed. Alternate design in accordance to ASCE-7 by a state licensed Engineer or Architect may be accepted.

~~(A) —CBGCBC Section-Section 1505.2, Fire ClassificationRoofing within all other areas, is hereby deleted and amended as follows: § 1505.1, 1505.1.3 and Table 1505.1 are deleted and are amended to read as follows:~~~

~~**SectionSections 1505.2 1 through 1505.3 are amended to read as follows: Roofing within all other areas.**~~ The entire roof covering of every existing structure where more than 25% of the total roof area is replaced within any one year period; the entire roof covering of every new structure and any roof covering applied in any alteration, repair or replacement of the roof of every existing structure shall be a fire retardant roof covering that is at least Class B fire rating. No wood shakes or wood shingles, treated or untreated shall be permitted.

Formatted: Font: Bold

Formatted: Font: Bold

EXCEPTION: Repairs and additions to existing wood roofs, under twenty-five (25%) percent of the total existing roof area, shall be allowed to match the existing wood roof if the new materials are fire retardant and meet the specifications of a Class B roof. Only one such repair shall be allowed within a 12-month period.

~~(B) — CBC Section 1510.1512.1, Re-roofing, is hereby amended as to read as follows:~~
~~Sections 1512.1.1:~~

~~Section 1510.1512.1.1. Re-roofing~~

~~General.~~ All re-roofing shall conform to the applicable provisions of Chapter 15 of the CBC and as otherwise required in this ~~section~~Section. Repairs to existing roofs shall be limited to 25% of the total roof area within any one-year period. Repairs exceeding 25% of the total roof area shall be considered complete re-roofs and subject to the provisions of this code.

All re-roofing work which requires complete removal of existing roof coverings shall be considered as new work, and shall be reviewed and inspected under Chapter 15 of this code. Sheathing placed on top of existing spaced sheathing to create a flat surface shall be installed per the roofing manufacturer's specifications and applicable ICC reports.

Sheathing placed directly over roof rafters shall meet span and index ratings in accordance with Table 2304.7.(3) of the CBC. Sheathing shall be a minimum of one half inch in thickness and its edges shall bear on a roof rafter or similar support. Sheathing shall be fastened with minimum 8d common nails spaced six inches on center on the edge and 12 inches on center in the field. Lightweight roofs not exceeding six pounds per square foot, which are replaced with heavier roofs, shall comply with the provision of Chapter 16 of the CBC and subject to plan check. Sheathing over existing space sheathing shall be a minimum of 3/8 inches in thickness.

~~CBC Section 1512.2, Roof Replacement, is hereby amended to add Section 1512.2.2:~~

~~1510.3.31512.2.2. Reroofing overlays allowed~~

Not more than one overlay of composition shingles shall be allowed. ~~Not more than one overlay of built-up or rolled roofing shall be allowed.~~

~~(C) — CBC Section 808, Acoustical Ceiling Systems, is hereby amended to add Section 808.1.1.3 to read as follows:~~

~~Section 808.1.1.3 Where ceiling is not supporting interior partitions, ceiling bracing shall be provided by four No. 12 gauge wires secured to the main runner within 2" of the cross runner intersection section and splayed 90° from each other at an angle not exceeding 45° from the plane of the ceiling. A strut (adequate to resist the vertical component from lateral loads) fastened to the main runner shall be extended to and fastened to the structural members of the roof or floor above. These horizontal restraint points shall be placed at no more than 12'-0" on~~

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Not Highlight

Formatted: Font: Bold

Formatted: Not Highlight

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

~~center in both directions with the first point within 6'-0" of an adjacent wall. Attachment of restraint wires to the structure above shall be adequate for the load imposed. Alternate design in accordance to ASCE-7 by a state licensed Engineer or Architect may be accepted.~~

~~(D) CBC Section Section 1809.4, Depth and Width of Footings, is hereby amended to add Section Section 1809.4.1 to read as follows: Section 1615, Seismic Design Requirements, is hereby added to the Code to read as follows:~~

~~**Section Section 1809.4.1 Foundations in Expansive Soil.**~~ When buildings are located on expansive soil having an expansion index greater than 20 ASTM D 4829, gutters, downspouts, piping, and/or other non-erosive devices shall be provided to collect and convey rainwater to a street, storm drain, or other approved watercourses or disposal area.

Formatted: Font: Bold

Foundations in expansive soil shall be designed to comply with the following table:

Number of Floors Supported by Foundation	Thickness of Foundation Wall (Inches)		Width of Footing (Inches)	Thickness of Footing (Inches)	Depth of Footing (Inches)
	Concrete	Masonry			
1	6	6	12	6	24

EXCEPTION: for residential monolithically placed concrete foundation located in non-hillside terrain, two #4 reinforcing bars shall be placed within 3 inches of the top of footing and two reinforcing bars shall be placed 3 to 5 inches from the bottom of the footing. Concrete floor reinforcement shall consist of number 3 reinforcement bars at 24 inches on center each way. Number 3 bars shall be embedded into footing a depth of 18 inches.

Minimum slab reinforcement for any building shall be #3 bars at 18-in on center each way.

~~(E) CBC SECTION Section 3109.1 is hereby amended to add Section Sections 3109.1.1 and 3109.1.2 to read as follows:~~

~~**Section Section 3109.1.1 2- DEFINITION.**~~ The following definition is hereby added to this section of the code.

Formatted: Font: Bold

~~***BARRIER HEIGHT.***~~ The distance measured from finish grade to the top of the barrier. The face of the barrier used shall be the face that is outside the pool or spa area. Finish grade shall be the lowest adjacent grade within two (2) feet of the outer surface of the barrier along the entire length.

Formatted: Font: Bold, Italic

~~***BARRIER HEIGHT AND CLEARANCES.***~~ The top of the barrier shall be at least 60 inches above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearances between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on

Formatted: Font: Bold, Italic

the top of the pool structure, and the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches.

EXCEPTION: Upon showing of good cause and in individual cases, the Building Official may allow modifications to the barrier requirements.

WIDELY SPACED HORIZONTAL MEMBERS. Barriers shall not have a design configuration that provides a ladder-like effect. When the barrier has horizontal members spaced less than 45 inches apart, such member shall be placed on the poolside of the barrier. Any decorative design work attached to the outer side of the barrier that forms a ladder like design work effect is prohibited.

Formatted: Font: Bold, Italic

(F) Section 3109.4.1 is amended to read as follows:

CBC SECTION Section 3109.1.2 SECTION 3109.4.1 BARRIER HEIGHT AND CLEARANCES.

Formatted: Font: Bold

The top of the barrier shall be at least 60 inches above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearances between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on the top of the pool structure, and the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches.

EXCEPTION: Upon showing of good cause and in individual cases, the Building Official may allow modifications to the barrier requirements.

(G) Section 3109.4.1.4 is amended to read as follows:

3109.4.1.4 Widely spaced horizontal members. Barriers shall not have a design configuration that provides a ladder like effect. When the barrier has horizontal members spaced less than 45 inches apart, such member shall be placed on the poolside of the barrier. Any decorative design work attached to the outer side of the barrier that forms a ladder like design work effect is prohibited.

(F) CRC Section Section R105.2 is hereby amended to add Section Section R105.2.1 to read as follows:

Section Section R105.2.1. Accessory Storage Sheds on Residential Properties. Notwithstanding any other provisions of this sectionSection, storage sheds exempt from permits by this chapter shall be separated from each other and other structures by six (6) feet. The separation distance shall be measured from exterior finish of the buildings. Eaves and overhangs from said shed shall not extend more than twelve (12) inches, measured horizontally from a vertical plane, beyond the exterior finish. The maximum height of storage sheds shall

Formatted: Font: Bold

not exceed one (1) story and ten (10) feet to any part of the shed measured from existing finished grade.

~~(G) — CRC Section Section R403.1.4., General, is hereby amended to add Section-Section R403.1.4.1 to read as follows:~~

~~Section Section~~ **R403.1.4.4 Foundations in Expansive Soil.** When buildings are located on expansive soil having an expansion index greater than 20 ASTM D 4829, gutters, downspouts, piping, and/or other non-erosive devices shall be provided to collect and convey rainwater to a street, storm drain, or other approved watercourses or disposal area.

Formatted: Font: Bold

Foundations in expansive soil shall be designed to comply with the following Table:

Number of Floors Supported by Foundation	Thickness of Foundation Wall (Inches)		Width of Footing (Inches)	Thickness of Footing (Inches)	Depth of Footing (Inches)
	Concrete	Masonry			
1	6	6	12	6	24

Exception: for residential monolithically places concrete foundation located in non-hillside terrain, two #4 reinforcing bars shall be placed within 3 inches of the of footing and two reinforcing bars shall be placed 3 to 5 inches from the bottom of the footing. Concrete floor reinforcement shall consist of number 3 reinforcement bars at 24 inches on center each way. Number 3 bars shall be embedded into footing a depth of 18 inches.

Minimum slab reinforcement for any building shall be #3 bars at 18-in on center each way.

§ 150.142 SAFETY ASSESSMENT PLACARDS.

~~This following section Section is hereby added to the Code:~~

Formatted: Font: Bold

SAFETY ASSESSMENT PLACARDS

(A) Intent. This ~~section~~ section establishes standard placards to be used to indicate the condition of a structure for continued occupancy. The ~~section~~ Section further authorizes the Building Official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

(B) Application of provisions. The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the City of Baldwin Park. The City Council may extend the provisions as necessary.

(C) Definitions. **SAFETY ASSESSMENT** is a visual, non-destructive examination of a building or structure for purpose of determining the condition for continued occupancy.

(D) Placards.

(1) The following are verbal descriptions of the official placards to be used to designate the condition for continued occupancy of buildings or structures.

(a) INSPECTED - lawful occupancy permitted is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.

(b) RESTRICTED USE is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.

(c) UNSAFE - Do Not Enter or Occupy is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.

(2) This municipal code [Section](#) number, the name of the city, its address, and phone number shall be permanently affixed to each placard.

(3) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the Building Official. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this ~~section~~[Section](#).

§ 150.143 APPENDIX J: GRADING.

~~(A) CBC Appendix J, Grading, Section J102 is amended to add the following definition to read as follows:~~

BUILDING OFFICIAL. The Building Official for APPENDIX J, GRADING shall be the Director of Public Works (except grading around building foundation and swimming pool).

~~(B) CBC Appendix J, Grading, Section Section J106 EXCAVATIONS is amended to add Section-Section J106.2:APPENDIX J GRADING. SECTION J106 EXCAVATIONS. This section is amended by the addition of the following:~~

[Section J106.2](#) EXCAVATION AT OR ADJACENT TO SLOPES. A geotechnical report addressing slope stability shall be submitted for plan review when an excavation or construction

of a swimming pool, spa, or similar structure encroaches into the projected plane of a 3:1 or steeper slope.

Part 12. ADOPTION AND AMENDMENTS OF THE CALIFORNIA ELECTRICAL CODE

§ 150.150 ADOPTION.

(A) The 2019 California-2022 California Electrical Code, Part 3 of Title 24 of the California Code of Regulations, is hereby adopted and enacted as the primary electrical code of the City of Baldwin Park and made part of this Code by reference with the same force and effect as if fully set forth herein subject to the following amendments and shall be known as the Baldwin Park Electrical Code.

(B) One copy of the codes adopted by reference has been filed for use and examination of the public in the Office of the City Clerk of the city.

§ 150.151 SPECIAL EVENTS.

A permit shall be required for the installation of portable wiring for equipment for carnivals, circuses, exhibits, amusement rides, traveling attractions, film shoots and similar functions including wiring in, or on, all structures.

§ 150.152 TEMPORARY WIRING.

For the purpose of this ~~section~~ Section temporary wiring shall be defined as temporary electrical power and lighting installations permitted during the period of construction, remodeling, maintenance, repair, or demolition of buildings, structures, equipment, or similar activities. Temporary wiring shall be removed immediately upon completion of construction or purpose for which the wiring was installed. The main service of a building or space shall not be energized to provide temporary lighting during construction.

§ 150.153 CONDITIONAL ELECTRICAL SERVICE CONNECTION.

A conditional electrical service connection may be authorized by the Building Official when in the opinion of the Building Official the need for such connection exists and such connection cannot be achieved following the standard adopted policy or process. Conditional electrical service may be terminated at the completion of a specific purpose for which the electrical connection was granted or at the discretion of the Building Official.

Chapter 150, Part 12 ADOPTION AND AMENDMENTS OF THE CALIFORNIA ELECTRICAL CODE is hereby amended to add Section § 150.154 LOCAL AMENDMENTS.

§ 150.154 LOCAL AMENDMENTS.

The following provisions shall constitute local amendments to the cross-referenced provisions of the California Electrical Code (CEC) shall be deemed to replace the cross-referenced section of the respective code with the respective provisions set forth in this Chapter.

CEC Article 300.5 Underground Installations, is hereby amended to add Article 300.5.1.

Article 300.5.1 Undergrounding Required. Outside branch circuits and feeders serving an accessory or auxiliary building or structure and equipment shall be placed underground. The minimum cover required for direct-buried cable, conduit, or other raceways will be in accordance with the California Electrical Code.

Formatted: Font: Bold

Formatted: Font: Bold

Part 13. ADOPTION OF THE CALIFORNIA MECHANICAL CODE

§ 150.160 ADOPTION.

(A) The 2019 California-2022 California Mechanical Code, Part 4 of Title 24 of the California Code of Regulations, is hereby adopted and enacted as the primary Mechanical Code of the City of Baldwin Park, and made part of this Code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Mechanical Code.

(B) One copy of each of the codes adopted by reference has been filed for use and examination of the public in the Office of the City Clerk of the City of Baldwin Park.

Formatted: Heading 2

Part 14. ADOPTION OF THE CALIFORNIA PLUMBING CODE

§ 150.170 ADOPTION.

(A) The 2019 California-2022 California Plumbing Code, Part 5 of Title 24 of the California Code of Regulations, are adopted and enacted, as the Plumbing Code of the City of Baldwin Park and made part of this Code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Plumbing Code.

(B) One copy of each of the codes adopted by reference has been filed for use and examination of the public in the Office of the City Clerk of the City of Baldwin Park.

Part 15. ADOPTION OF THE CALIFORNIA ENERGY CODE

§ 150.180 ADOPTION.

(A) The 2019 California-2022 California Energy Code, Part 6 of Title 24 of the California Code of Regulations and the Building Energy Efficiency Standards For Residential and Nonresidential Buildings, are adopted and enacted, as the Energy Building Code of the City of Baldwin Park and made part of this Code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Energy Code.

(B) One copy of the [2019 California-2022 California](#) Energy Code has been filed for use and examination of the public in the Office of the City Clerk of the City of Baldwin Park.

Part 16. ADOPTION OF THE CALIFORNIA ELEVATOR SAFETY CONSTRUCTION CODE

§ 150.190 ADOPTION OF TECHNICAL PROVISIONS OF CALIFORNIA ELEVATOR SAFETY CONSTRUCTION CODE.

(A) The California Elevator Safety Construction Code, as adopted by the California Building Standards Commission as Title 24, Part 7 of the California Code of Regulations, is hereby adopted and enacted as the primary elevator safety construction code of the city and made part of this code by reference with the same force and effect as if fully set forth herein and shall be known as the [2019 California-2022 California](#) Elevator Safety Construction Code.

(B) One copy of the [2019 California-2022 California](#) Elevator Safety Construction Code has been filed for use and examination of the public in the Office of the City Clerk of the city.

Part 17. ADOPTION OF THE CALIFORNIA HISTORICAL BUILDING CODE

§ 150.200 ADOPTION.

(A) [The 2019 California-2022 California Historical Building Code, Part 8 of Title 24 of the California Code of Regulations, is hereby adopted and enacted as the primary Historical Building Code of the City of Baldwin Park, and made part of this Code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Historical Building Code.](#)

(B) One copy of the [2019 California-2022 California](#) Historical Building Code has been filed for use and examination of the public in the Office of the City Clerk of the City of Baldwin Park.

Part 18. ADOPTION ~~AND AMENDMENT~~ OF THE CALIFORNIA EXISTING BUILDING CODE

§ 150.210 ADOPTION.

(A) [The 2019 California-2022 California Existing Building Code, Part 10 of Title 24 of the California Code of Regulations, is hereby adopted and enacted as the primary Existing Building Code of the City of Baldwin Park, and made part of this Code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Existing Building Code.](#)

(B) One copy of the [2019 California-2022 California](#) Existing Building Code has been filed for use and examination of the public in the Office of the City Clerk of the City of Baldwin Park.

Part 19. ADOPTION OF THE CALIFORNIA REFERENCED STANDARDS CODE

§ 150.220 ADOPTION.

(A) The ~~2019 California~~ 2022 California Referenced Standards Code, Part 10 of Title 24 of the California Code of Regulations, is hereby adopted and enacted as the primary Referenced Standards Code of the City of Baldwin Park, and made part of this Code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Referenced Standards Code.

(B) One copy of the ~~2019 California~~ 2022 California Referenced Standards Code has been filed for use and examination of the public in the Office of the City Clerk of the City of Baldwin Park.

**Part 20. ADOPTION OF THE CALIFORNIA FIRE CODE WITH LOS ANGELES COUNTY
FIRE CODE AMENDMENTS**

Formatted: Heading 2

§ 150.225 ADOPTION

(A) The 2023 Los Angeles County Fire Code and the ~~2019 California~~ 2022 California Fire Code, Part 9 of Title 24 of the California Code of Regulations, are hereby adopted and enacted as the primary Fire Code of the City of Baldwin Park, and made part of this Code by reference with the same force and effect as if fully set forth herein and shall be known as the Baldwin Park Fire Code.

(B) One copy of the ~~2019 California~~ 2022 California Fire Code, Part 9 of Title 24 of the California Code of Regulations and 2020 Los Angeles County Fire Code has been filed for use and examination of the public in the Office of the City Clerk of the City of Baldwin Park.

Formatted: Normal

HOUSE MOVING

§ 150.230 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BUILDING. Any structure having a roof supported by columns or by walls, and intended for the shelter, housing or enclosure of persons, animals, chattels or property of any kind.

Formatted: Font: Bold, Italic

DIRECTOR. The Director of Public Works or his authorized representative.

Formatted: Font: Bold, Italic

HOUSE MOVING PERMIT. A permit issued upon an application to allow the movement of a building or structure in, over, or upon any public street or public property within the city.

Formatted: Font: Bold, Italic

PERMIT. A permit issued pursuant to the provisions of this chapter allowing a person to have a building or structure in and along any public or private street in the city.

Formatted: Font: Bold, Italic

RELOCATE or ***RELOCATION***. The temporary or permanent relocation of any building or structure upon any property located within the city.

Formatted: Font: Bold, Italic

Formatted: Font: Bold, Italic

STRUCTURE. Anything constructed or erected requiring a fixed location on the ground or is attached to some object having a fixed location on the ground.

Formatted: Font: Bold, Italic

§ 150.231 PERMITS.

(A) Required. No person shall move any building or structure in or along any public or private street within the city, without first obtaining a permit in the manner set forth in this subchapter.

(B) Application; information required. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished for that purpose by the Director. Every such application shall contain the following information:

- (1) The present location of the building or structure to be moved.
- (2) The address and legal description of the land to which the building or structure is to be moved.

(C) Filing fee. Prior to or at the time of filing an application for a permit, the filing and processing fee as prescribed by City Council resolution shall be paid by the applicant to cover the reasonable cost of investigations and other services required by the city pursuant to this chapter.

§ 150.232 INVESTIGATION OF APPLICATION.

The Director, upon receipt of application for a permit shall make all necessary investigations to determine whether the building or structure may be moved safely in and along the proposed route. The application shall also be examined and reviewed by other departments of the city to ensure that the proposed route is safe.

§ 150.233 APPEAL TO COUNCIL.

Any person dissatisfied with the determination of the Director with reference to a permit shall have the right of appeal to the City Council, taken in the time and manner set forth in § 30.04 of this code.

§ 150.234 EXCEPTION.

A permit shall not be required pursuant to this subchapter for the transportation into or the use within the city, of any temporary building and/or structure if such transport and use is expressly permitted or required by other applicable laws or regulations, such as for construction offices, portable sanitation facilities, bleacher seats, construction barricades and the like and for use, and if used only in connection with a construction project or other temporary activity which can lawfully be conducted within the city.

§ 150.235 INSURANCE REQUIRED.

The person named in the application as the person who will move the building or structure to be moved shall furnish evidence of public liability and property damage insurance in an amount to be approved by the Director. The city shall be named as co-insured in this policy.

§ 150.236 CONDITIONS OF APPROVAL.

Upon such an application being made and the fee being paid, the Director shall issue a permit if he finds that compliance with this chapter shall be had, and that the route is feasible and will not pose a threat to vehicular and/or pedestrian traffic. The Director may, where circumstances warrant, condition permit approval, so as to ensure compliance with the provisions of this subchapter, including, but not limited to, a good and sufficient surety or a cash deposit in an amount to be determined by the Director to protect the city against damage to public property. The permit shall describe the streets along and over which the building shall be moved and the days and hours for such moving.

§ 150.237 BUILDING RELOCATION.

(A) Prohibition. No person shall relocate a building or structure, or cause or permit the relocation of a building or structure, from any location without the city's boundaries to a location within the city's boundaries.

(B) Structures which may be relocated. No person shall relocate a building or structure, or cause or permit the relocation of a building or structure, from any location within the city's boundaries to any other location within the city's boundaries unless all of the following requirements are met.

- (1) The structure is a detached single family residential structure (which may include its associated accessory structures);
- (2) The structure is currently existing and located within the city.
- (3) The structural integrity of the structure has not been compromised and has been certified by a City Inspector.
- (4) The applicant has demonstrated that there exists an involuntary and external hardship that necessitates the move of the structure. Economic hardship and financial speculation do not constitute hardship for this purpose.
- (5) The applicant has demonstrated there is an imminent threat of demolition of the structure.
- (6) The relocation of the structure will not cause a non-conforming situation.

(7) The relocation of the structure will not require any deviations from applicable development standards.

(C) Process for approval. A structure proposed for relocation shall be treated as a new structure and all approvals required for new construction shall first be obtained and all applicable fees paid before a house moving permit may be issued.

(D) Fees. Fees to obtain approval to relocate a building within the city shall be as established by resolution of the City Council.

§ 150.238 EXCEPTION.

The provisions of this subchapter shall not apply to new modular or prefabricated buildings or structures.

VACANT AND ABANDONED PROPERTY REGISTRATION

§ 150.250 PURPOSE; SCOPE.

It is the purpose and intent of the City Council, through the adoption of this subchapter, to establish an abandoned or vacant property registration program as a mechanism to protect neighborhoods and commercial areas from becoming blighted through the lack of adequate maintenance and security of abandoned and vacated properties.

§ 150.251 DEFINITIONS.

For the purposes of this subchapter, certain words and phrases used in this subchapter are defined as follows:

ABANDONED. A property that is:

- (1) Vacant;
- (2) Under a current notice of default;
- (3) Pending a tax assessor's lien sale;
- (4) Under a notice of trustee's sale;
- (5) Has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; or
- (6) Has been transferred under a deed in lieu of foreclosure.

ACCESSIBLE PROPERTY. A property that is accessible through a compromised/breached window, gate, fence, wall, etc.

ACCESSIBLE STRUCTURE. A structure/ building that is unsecured or breached in such a way as to allow access to the interior space by unauthorized persons.

AGREEMENT. Any agreement or written instrument which provides that title to residential property shall be transferred or conveyed from one owner to another owner after the sale, trade, transfer or exchange.

ASSIGNMENT OF RENTS. An instrument that transfers the beneficial interest under a deed of trust from one lender/entity to another.

BENEFICIARY. A lender or holder of a note secured by a deed of trust.

BENEFICIARY/TRUSTEE. Both the beneficiary and the trustee. When any act is required of the beneficiary/trustee by this subchapter, both are responsible for performing such act and may be charged with a violation of this code for failure to act. However, it is sufficient if it is accomplished by either one. If information is required to be provided, they both must provide such information.

BUYER. Any person, co-partnership, association, corporation, or fiduciary who agrees to transfer anything of value in consideration for property described in an agreement of sale, as defined in this ~~section~~[Section](#).

DAYS. Consecutive calendar days.

DEED IN LIEU OF FORECLOSURE/SALE. A recorded document that transfers ownership of a property from the trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

DEED OF TRUST. An instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan and often used in California instead of a mortgage. This definition applies to any and all subsequent deeds of trust, i.e., second trust deed, third trust deed, etc.

DEFAULT. The failure to fulfill a contractual obligation, monetary or conditional.

DISTRESSED. A property that is under a current notice of default or notice of trustee's sale and/or pending tax assessor's lien sale or has been foreclosed upon by the trustee or has been conveyed to the beneficiary/trustee via a deed in lieu of foreclosure/sale.

EVIDENCE OF VACANCY. Any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant and not occupied by authorized persons. Such conditions include, but are not limited to, overgrown or dead vegetation, accumulation of newspapers, circulars, flyers or mail, past due utility notices and/or disconnected utilities, accumulation of trash, junk or debris, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings or personal items consistent

with residential habitation, or statements by neighbors, passersby, delivery agents, government employees the property is vacant.

FORECLOSURE. The process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the trustor (borrower) defaults.

LOCAL. Within 40-road/driving miles distance of the subject property.

NEIGHBORHOOD STANDARD. Those conditions that are present on a simple majority of properties within a 300-foot radius of an individual property. A property that is the subject of a neighborhood standard comparison, or any other abandoned property within the 300-foot radius, shall not be counted toward the simple majority.

NOTICE OF DEFAULT. A recorded notice that a default has occurred under a deed of trust and that the beneficiary intends to proceed with a trustee's sale.

OUT OF AREA. In excess of 40-road/driving miles distance of the subject property.

OWNER. Any person, co-partnership, association, corporation or fiduciary having a legal or equitable title or any interest in any real property.

OWNER OF RECORD. The person having recorded title to the property at any given point in time the record is provided by the Los Angeles County Recorder's Office.

PROPERTY. Any unimproved or improved real property, or portion thereof, situated in the city and includes the buildings or structures located on the property regardless of condition.

RESIDENTIAL BUILDING. Any improved real property, or portion thereof, situated in the city, designed or permitted to be used for dwelling purposes, and shall include the buildings and structures located on such improved real property. This includes any real property being offered for sale, trade, transfer, or exchange as "residential" whether or not it is legally permitted and/or zoned for such use.

RESPONSIBLE PERSON. Any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property and includes trustees and beneficiaries of a deed of trust on the property and any other lien holder on the property.

SECURING. Such measures as may be directed by the Planning Manager or his or her designee that assist in rendering the property inaccessible to unauthorized persons, including but not limited to the repairing of fences and walls, chaining/padlocking of gates, the repair or boarding of door, window and/or other openings. Boarding shall be completed to a minimum of the current HUD securing standards at the time the boarding is completed or required.

TRUSTEE. The person, firm or corporation holding a deed of trust on a property.

TRUSTOR. A borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.

VACANT. A building/structure that is not legally occupied.

(

§ 150.252 RECORDATION OF TRANSFER OF LOAN/DEED OF TRUST/ASSIGNMENT OF RENTS.

Within ten days after the purchase or transfer of a loan/deed of trust secured by residential property the new beneficiary/trustee shall record, with the Los Angeles County Recorder's Office, an assignment of rents, or similar document, that lists the name of the corporation, and/or individual, the mailing address and contact phone number of the new beneficiary/ trustee responsible for receiving payments associated with the loan/deed of trust.

§ 150.253 REGISTRATION.

Any beneficiary/trustee who holds a deed of trust secured by a property located within the city which is abandoned shall, within ten days, register the property with the Planning Manager, or his/her designee, on forms provided by the city.

(A) If the property is occupied but remains in default, then it shall be inspected by the beneficiary/trustee, or an agent/designee of the beneficiary/ trustee and shall be deemed abandoned, and the beneficiary/trustee shall, within ten days register the property with the Planning Manager, or his/her designee, on forms provided by the city.

(B) The beneficiary/trustee shall also register any property which becomes vacant after a foreclosure sale where the title was transferred to the beneficiary of a deed of trust involved in the foreclosure and any property which becomes vacant after being transferred under a deed in lieu of foreclosure/sale.

(C) Such registration shall contain the following information for both the beneficiary and the trustee: name (corporation or individual); the street/office address (not a P.O. box) and if different, the mailing address; a direct contact name and phone number for the person handling the deed of trust and/or foreclosure; and, in the case of a corporation or out-of-area beneficiary or trustee, the local property manager responsible for the security, marketing and maintenance of the property.

(D) The annual registration fee established by City Council resolution, shall accompany the registration form. The fee and registration shall be valid for the calendar year, or remaining portion of the calendar year, in which the registration was initially required. Subsequent registrations and fees are due January 1 of each year and must be received no later than January 31 of the year due.

(E) Persons required to register properties pursuant to this subchapter shall keep such properties registered and all required information updated, comply with the annual registration requirement and all of the security and maintenance requirements of this subchapter for the entire time such properties remain vacant. When such properties become occupied or title is

transferred, the beneficiary/trustee or prior responsible person shall notify the Planning Manager, or her or his designee in writing.

(F) Any person, firm or corporation required to register a property pursuant to this subchapter must report any change of information contained in the registration within ten days after the change.

§ 150.254 INSPECTION AND REGISTRATION OF PREVIOUSLY ABANDONED PROPERTIES.

Any beneficiary/trustee who holds a deed of trust on a property located within the city, which property, on or before May 15, 2009 is: under a current notice of default; under a current notice of trustee's sale; pending a tax assessor's lien sale; has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; or has been transferred under a deed in lieu of foreclosure/sale, shall, on or before July 14, 2009, perform an inspection of the property that is the security for the deed of trust. If the property is found to be vacant or shows evidence of vacancy, then it is, by this subchapter, deemed abandoned and the beneficiary/trustee shall, within ten days after the inspection, register, on forms provided by the city, the property with the Planner Manager or her or his designee.

§ 150.255 MAINTENANCE REQUIREMENTS.

Responsible persons, including beneficiaries/ trustees, shall maintain properties subject to inspection or registration pursuant to this subchapter, and any other applicable provisions of federal, state or local law, and shall keep such properties free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including but not limited to furniture, clothing, large and small appliances, or printed material and shall take any other action necessary to prevent giving the appearance the property is abandoned, including but not limited to the following:

(A) The property shall be kept free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

(B) Front and side yards visible from the public rights-of-way or neighboring private or public property shall be landscaped and maintained in accordance with city requirements and the neighborhood standard applicable at the time registration was required.

(C) Permitted landscaping includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation.

(D) Permitted landscaping does not include weeds, gravel, broken concrete, asphalt, decomposed granite, plastic sheeting, indoor-outdoor carpet or any similar material.

(E) Required maintenance includes but is not limited to regular watering, irrigation, cutting, pruning and mowing of required landscape and removal of all trimmings.

(F) Pools and spas shall be kept in working order so the water remains clear and free of pollutants and debris or drained and kept dry. In either case properties with pools and/or spas must comply with the minimum security fencing requirements of the State of California.

(G) Adherence to this ~~section~~ Section does not relieve the beneficiary/trustee or property owner of any obligations set forth in any covenants, conditions and restrictions and/or homeowners' association rules and regulations which may apply to the property.

§ 150.256 SECURITY REQUIREMENTS.

Responsible persons, including beneficiaries/ trustees, shall secure properties subject to inspection and/or registration pursuant to this subchapter, in a manner to prevent access by unauthorized persons, including but not limited to the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a child to access the interior of the property and or structure(s). In the case of broken windows securing means the re-glazing or boarding of the window. Responsible persons shall do the following:

(A) If the responsible person is a corporation and/or out-of-area beneficiary/trustee/owner, a local property manager shall be hired to perform weekly inspections to verify that the requirements of this subchapter, and any other applicable laws, are being met.

(B) The property shall be posted with the name and 24-hour contact phone number of the local property manager. The posting shall be no less than 18 inches by 24 inches and shall be of a font that is legible from a distance of 45 feet and shall contain, along with the name and 24-hour contact number, the words "THIS PROPERTY MANAGED BY", "TO REPORT PROBLEMS OR CONCERNS CALL (name and phone number)" and "IF NO RESPONSE WITHIN 48 HOURS, CONTACT CODE ENFORCEMENT AT (626) 813-5238." The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street, or secured to the exterior of the building/ structure facing the street to the front of the property so it is visible from the street or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of and printed with weather-resistant materials.

(C) The responsible person or local property manager shall inspect the property on a weekly basis to determine if the property is in compliance with the requirements of this subchapter.

§ 150.257 ADDITIONAL AUTHORITY.

In addition to the enforcement remedies established in Chapters 10, 15 and 95 of this Code, the Planner Manager, her or his designee, shall have the authority to require the responsible person of any property affected by this ~~section~~ Section to implement additional maintenance and security measures, including, but not limited to, securing each door, window or other opening, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard, disconnecting utilities and removing the meter boxes, or other measures

as may be reasonably required to arrest the decline of the property and prevent unauthorized entry.

§ 150.258 ENFORCEMENT.

Violations of this subchapter may be enforced as allowed in Chapters 10, 15 and 95 of this Code or any combination thereof.

§ 150.259 VIOLATION; PENALTY.

Violations of this subchapter shall be treated as a strict liability offense regardless of intent. Any person, firm or corporation that violates any portion of this subchapter shall be subject to prosecution and administrative enforcement as provided in Chapters 10 and 15 of this Code and subject to the penalties set forth therein. It shall constitute a new and separate offense for each and every day during any portion of which a violation of, or failure to comply with, any provision or requirement of this subchapter is committed, continued, or permitted by any person, and such person shall be punished accordingly.

§ 150.260 FEES.

The fee for registering an abandoned residential property shall be set by resolution of the City Council.

§ 150.261 APPEALS.

Any person aggrieved by any of the requirements of this subchapter may appeal insofar as such appeal is allowed in Chapter 15 or 95 of this Code.