

**NOTICE AND CALL  
OF A  
SPECIAL VIRTUAL 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 4, 2020 at 5:00 PM.** virtually.

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

**NO OTHER BUSINESS WILL BE DISCUSSED**

**THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC  
IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS**

Dated: October 29, 2020.



Manuel Lozano  
Mayor

**AFFIDAVIT OF POSTING**

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify under  
penalty of perjury under the laws of the State of California that the foregoing agenda was posted  
on the City Hall bulletin board not less than 24 hours prior to the meeting of November 4, 2020.



Lourdes Morales,  
Chief Deputy City Clerk

# AGENDA BALDWIN PARK

## CITY COUNCIL SPECIAL VIRTUAL MEETING

November 4, 2020  
5:00 PM

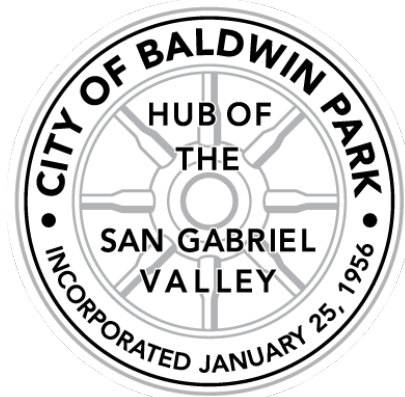
### **THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS**

In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

**Audio Streaming will be available at:**

[https://www.youtube.com/channel/UCFLZ0\\_dDFRjy59rhiDZ13Fg/featured?view\\_as=subscriber](https://www.youtube.com/channel/UCFLZ0_dDFRjy59rhiDZ13Fg/featured?view_as=subscriber)

[http://baldwinpark.granicus.com/ViewPublisher.php?view\\_id=10](http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10)



|                   |   |                |
|-------------------|---|----------------|
| Manuel Lozano     | - | Mayor          |
| Paul C. Hernandez | - | Mayor Pro Tem  |
| Alejandra Avila   | - | Council Member |
| Jean M. Ayala     | - | Council Member |
| Monica Garcia     | - | Council Member |

PLEASE TURN OFF ALL ELECTRONIC DEVICES

#### **PUBLIC COMMENTS**

#### **CITY COUNCIL**

#### **COMENTARIOS DEL PUBLICO**

The public is encouraged to address the 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.

Se invita a que se dirija 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.

## **CALL TO ORDER:**

### **ROLL CALL:**

**Council Members: Alejandra Avila, Jean M. Ayala, Monica Garcia, Mayor Pro Tem Paul C. Hernandez, and Mayor Manuel Lozano**

## **PUBLIC COMMUNICATIONS**

*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 4, 2020 to [comments@baldwinpark.com](mailto:comments@baldwinpark.com). You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 3:00 PM on November 4, 2020. If you require translation services in another language or sign, please indicate your request in your communication 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**

- **Portable Showers Presentation**  
Presented by Recreation and Community Services Director Manny Carrillo
- **Downtown TOD Community Charrette Summary Presentation**  
Presented by City Planner Ron Garcia

## **RECESS TO CLOSED SESSION**

### **1. Conference with Labor Negotiators**

Pursuant to Government Code Section 54957.6:

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

**Employee Organizations:** Service Employee International Union (SEIU)

### **2. Conference With Legal Counsel—Existing Litigation**

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

Case Name: BP Tale Corp. v. Rukli, Inc.

Case No. 19STCV41708

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

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

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

- |                      |                                                                                                  |
|----------------------|--------------------------------------------------------------------------------------------------|
| C. Property:         | 4145 Puente Avenue (CAN 17-01)                                                                   |
| Negotiating Parties: | City of Baldwin Park and Edward Avakyan<br>Jenome Research                                       |
| D. Property:         | 13467 Dalewood Street (CAN 17-09)                                                                |
| Negotiating Parties: | City of Baldwin Park and Darrin Oganessian and Ryan<br>Oganessian, RD Baldwin Park               |
| E. Property:         | 5148 Bleecker Street (CAN 17-12)                                                                 |
| Negotiating Parties: | City of Baldwin Park and Sergio Torres, Enrique Vega and<br>Moses Acosta, Medical Grade Farms BP |
| F. Property:         | 15023 Ramona Boulevard (CAN 17-13)                                                               |
| Negotiating Parties: | City of Baldwin Park and Shaun Szameit, Joshua Pierce and<br>Kevin Huebner, Kultiv8 Group, LLC.  |
| G. Property:         | 4621 Littlejohn Street (CAN 17-15)                                                               |
| Negotiating Parties: | City of Baldwin Park and Teresa Tsai, GSC Capital Group                                          |
| H. Property:         | 4802 Littlejohn Street, Suite B (CAN 17-29)                                                      |
| Negotiating Parties: | City of Baldwin Park and Yichang Bai<br>W&F International Corp.                                  |
| I. Property:         | 5175 Commerce Drive (CAN 17-18)                                                                  |
| Negotiating Parties: | City of Baldwin Park and Linda Thong, Pacific Cultivation,<br>LLC.                               |
| J. Property:         | 15440, 15442 and 15444 Arrow Highway (CAN 18-01)                                                 |
| Negotiating Parties: | City of Baldwin Park and Tim McCarty<br>Ala Karte, LLC                                           |
| K. Property:         | 4802 Littlejohn Street (CAN 17-28)                                                               |
| Negotiating Parties: | City of Baldwin Park and Marco Perez and Ren Yoneyama,<br>VRD, Inc.                              |
| L. Property:         | 13460 Brooks Drive (CAN 17-31)                                                                   |
| Negotiating Parties: | City of Baldwin Park and Sigrid Lopez and Artem<br>Karapetyan, Green Health Industries, LLC.     |
| M. Property:         | 1516 Virginia Avenue (CAN 17-30)                                                                 |
| Negotiating Parties: | City of Baldwin Park and David Ju<br>DJCBP Corp., dba Tier One Consulting                        |
| N. Property:         | 14551 Joanbridge Street (CAN 17-02)                                                              |
| Negotiating Parties: | City of Baldwin Park and Tony Fong<br>Baldwin Park Tale Corp.                                    |
| O. Property:         | 5018 Lante Street                                                                                |
| Negotiating Parties: | City of Baldwin Park and Robert Gray<br>Distinct Indulgence, Inc.                                |

#### **4. Conference With Legal Counsel—Anticipated Litigation**

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

Potential Case(s): Three (3)

**RECONVENE IN OPEN SESSION**

**REPORT FROM CLOSED SESSION**

**ADJOURNMENT**

**CERTIFICATION**

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby that, certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting of November 4, 2020.



Lourdes Morales  
Chief Deputy 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](mailto: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 VIRTUAL MEETING

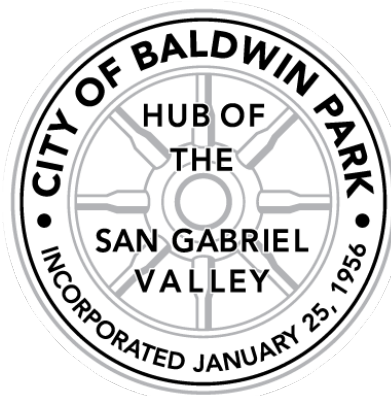
November 4, 2020  
7:00 PM

**THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC  
IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS**

In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

**Audio Streaming will be available at:**

[https://www.youtube.com/channel/UCFLZ0\\_dDFRjy59rhiDZ13Fg/featured?view\\_as=subscriber](https://www.youtube.com/channel/UCFLZ0_dDFRjy59rhiDZ13Fg/featured?view_as=subscriber)  
[http://baldwinpark.granicus.com/ViewPublisher.php?view\\_id=10](http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10)



|                   |   |                |
|-------------------|---|----------------|
| Manuel Lozano     | - | Mayor          |
| Paul C. Hernandez | - | Mayor Pro Tem  |
| Alejandra Avila   | - | Council Member |
| Jean M. Ayala     | - | Council Member |
| Monica Garcia     | - | 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 VIRTUAL MEETING – 7:00 PM**

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**Council Members: Alejandra Avila, Jean M. Ayala, Monica Garcia,  
Mayor Pro Tem Paul C. Hernandez and Mayor Manuel Lozano**

**REPORT FROM CLOSED SESSION**

**ANNOUNCEMENTS**

**PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS**

- **Barnes Park Grant Announcement**  
Presented by Public Works Director Sam Gutierrez

**PUBLIC COMMUNICATIONS**

*If you wish to comment, please email your name, City of residence, item number or topic and a phone number where you will be available between the hours of 7:00 PM to 8:00 PM on November 4,, 2020 to [comments@baldwinpark.com](mailto:comments@baldwinpark.com). You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 5:00 PM on November 4, 2020. If you require translation services in another language or sign, please indicate your request in your communication 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. Claim Rejection**

Staff recommends that the City Council reject the following claims and direct staff to send the appropriate notice of rejection to claimant(s):

Aguilar, Diana

Claimant alleges bodily injury

**3. Consideration for Approval of an Amendment to the Professional Services Agreement (PSA) with Evan Brooks and Associates for Interconnected Crossing**

## **Review Support Services Related to the Pacific Avenue Rail Crossing Safety Improvements Project**

It is recommended that the City Council:

1. Authorize the Mayor to execute Amendment to the existing Professional Services Agreement with EBA for services for Interconnected Crossing Review Support Services in an amount not-to-exceed \$30,000.

## **4. Approval to Enter into an Agreement between the City of Baldwin Park & Cohort Cities and the San Gabriel Valley Regional Housing Trust (SGVRTH) under the Measure H Cities Homeless Implementation Grant**

Staff recommends that the City Council:

1. Approve the Memorandum of Agreement between the City of Baldwin Park & Cohort Cities and the San Gabriel Valley Regional Housing Trust (SGVRHT) to implement the Measure H Grant Funds; and
2. Authorize the Chief Executive Officer to execute the Memorandum of Agreement between the City of Baldwin Park and the San Gabriel Valley Regional Housing Trust (SGVRHT); and
3. Authorize the Finance Director to make a budget amendment and provide account numbers to record the grant and related expenditures accordingly; and
4. Authorize the Director of Recreation and Community Services to execute further documents and reporting.

## **5. Ratify and Adopt a Resolution to Update the City of Baldwin Park Job Classification Plan by Deleting two (2) Public Works Supervisor Positions and Adding a New Position of Public Works Maintenance Operations Manager and; Approve "Y" rating of Employee/s Subject to Demotion; And Approve Updates to the City of Baldwin Park Comprehensive Pay Schedule in Accordance with Cal PERS Established Guidelines**

Staff recommends that the City Council:

1. Approve, Ratify and Adopt Resolution No. 2020-056 authorizing an amendment to the job classification plan by deleting two (2) Public Works Supervisors and adding a new position of Public Works Maintenance Operations Manager; and
2. Approve, Ratify and Adopt Resolution No. 2020-057 approving the Comprehensive Pay Schedule reflecting the salary range of the Public Works Maintenance Operations Manager; and
3. Approve, Ratify and Adopt Resolution No. 2020-058 approving the "Y" rating of an employee or group of employees who may be subject to demotion for a duration of time not to exceed June 20, 2021; and
4. Authorize the Finance Director to complete the budget amendments and appropriations and make any necessary adjustments.

## **6. City Jail Operations**

It is recommended that the City Council

1. Keep the City of Baldwin Park Jail operational; and

2. Appropriate the additional funding listed below in an amount not to exceed \$327,655 for the jail's continued operation for the remainder of FY2020-21; and
3. Authorize the Finance Director to make the necessary budget adjustment and appropriations; and
4. Authorize the Chief of Police, City Attorney, and Mayor to receive, review and execute the agreement with the firm of \_\_\_\_\_ to be effective beginning December 1, 2020.

## **PUBLIC HEARING**

7. **An Appeal of the Planning Commission's Decision to Deny a Request for a Conditional Use Permit for the Operation of a Mobile Recycling Facility within the Industrial Commercial (IC) Zone, Pursuant to Section Table 153.050.020 in the City's Municipal Code (Location: 4242 Park Place; Applicant: Wilmer G. Hernandez Gonzalez; Case Number: CP-20-09**

***This item was continued from the October 21<sup>st</sup> City Council meeting.***

Staff recommends that the City hold a public hearing and adopt Resolution 2020-055, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING THE FINDINGS OF FACT AND DENYING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A MOBILE RECYCLING FACILITY WITHIN THE INDUSTRIAL COMMERCIAL (IC) ZONE, PURSUANT TO SECTION TABLE 153.050.020 OF THE CITY'S MUNICIPAL CODE. (LOCATION: 4242 PARK PLACE; APPLICANT: WILMER G. HERNANDEZ GONZALEZ; CASE NUMBER: CP-20-09)."

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

None

## **ADJOURNMENT**

### **CERTIFICATION**

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 29<sup>th</sup> day of October, 2020.



Lourdes Morales,  
Chief Deputy 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](mailto: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 4, 2020  
**SUBJECT:** City of Baldwin Park's Warrants and Demands

---

## **SUMMARY**

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

## **RECOMMENDATION**

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

## **FISCAL IMPACT**

The payroll for the last period was \$421,591.91 and the attached General Warrants Register was \$660,524.67 for a total amount of \$1,082,116.58.

## **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 200979 to 200984. Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 23870 to 24081 for the period October 04, 2020 through October 17, 2020, inclusive; these are presented and hereby ratified in the amount of \$421,591.91.
2. General Warrants, with the bank drafts in the amount of \$136,325.14 and checks from 230664 to 230786 in the amount of \$524,199.53 for the period of October 12, 2020 to October 26, 2020, inclusive; in the total amount of \$660,524.67 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 10/12/2020 - 10/26/2020

| Payment Number | Payment Date | Vendor Name                           | Description (Item)                               | Account Number         | Amount   |
|----------------|--------------|---------------------------------------|--------------------------------------------------|------------------------|----------|
| 230664         | 10/12/2020   | FOOD 4 LESS                           | PURCHASE FOOD FOR CARES PROGRAM                  | 270-60-630-53100-17051 | 3372.60  |
| 230665         | 10/13/2020   | TRIPLE B CORPORATION                  | PURCHASE FOOD FOR THE CARES PROGRAM              | 270-60-630-53100-17051 | 2029.50  |
| 230666         | 10/14/2020   | AMERICAN EAGLE COMPUTER PROD INC.     | INK CARTRIDGES FOR PD                            | 100-30-310-53100-00000 | 325.32   |
| 230666         | 10/14/2020   | AMERICAN EAGLE COMPUTER PROD INC.     | INK CARTRIDGES FOR PD                            | 100-30-310-53100-00000 | 401.27   |
| 230667         | 10/14/2020   | BRIANDA ELENES-FELIX                  | REFUND OF SECURITY DEPOSIT                       | 246-00-000-22540-00000 | 250.00   |
| 230668         | 10/14/2020   | ENVIRONMENTAL SCIENCE ASSOCIATES      | PROFESSIONAL SERVICES FROM 8/1/20-8/31/20        | 501-40-000-22338-14130 | 2634.23  |
| 230669         | 10/14/2020   | EXPERIAN                              | PROFESSIONAL SERVICES FORM 8/1/20-8/31/20        | 220-40-420-51101-14700 | 38.62    |
| 230669         | 10/14/2020   | EXPERIAN                              | PROFESSIONAL SERVICES FORM 8/1/20-8/31/20        | 901-40-410-51101-14310 | 38.62    |
| 230670         | 10/14/2020   | FERNANDO JIMENEZ & ASSOCIATES, INC    | INVESTIGATIONS                                   | 403-10-160-51100-00000 | 1293.75  |
| 230670         | 10/14/2020   | FERNANDO JIMENEZ & ASSOCIATES, INC    | INVESTIGATIONS                                   | 403-10-160-51100-00000 | 1743.40  |
| 230670         | 10/14/2020   | FERNANDO JIMENEZ & ASSOCIATES, INC    | INVESTIGATIONS                                   | 403-10-160-51100-00000 | 2418.75  |
| 230670         | 10/14/2020   | FERNANDO JIMENEZ & ASSOCIATES, INC    | INVESTIGATIONS                                   | 403-10-160-51100-00000 | 1462.00  |
| 230671         | 10/14/2020   | FRONTIER COMMUNICATIONS               | PHONE SERVICE                                    | 100-30-310-53403-00000 | 141.63   |
| 230672         | 10/14/2020   | IRON MOUNTAIN                         | STORAGE PERIOD FOR 10/1/20-10/31/20              | 901-40-410-51101-14310 | 773.54   |
| 230673         | 10/14/2020   | IRVINDALE INDUSTRIAL CLINIC           | NEW EMPLOYEE PHYSICAL EXAMS                      | 100-10-150-51101-00000 | 45.00    |
| 230674         | 10/14/2020   | JUAN CARLOS ESPINOZA                  | REFUND OF SECURITY DEPOSIT                       | 246-00-000-22540-00000 | 386.00   |
| 230675         | 10/14/2020   | KNIGHT COMMUNICATIONS                 | INFORMATION SERVICES SUPPORT FOR POLICE DEPT     | 100-30-310-51100-00000 | 8000.00  |
| 230676         | 10/14/2020   | LEONARDO VILLEGAS                     | REFUND OF SECURITY DEPOSIT                       | 246-00-000-22540-00000 | 300.00   |
| 230677         | 10/14/2020   | MILLERS & ISHAMS FIRE EXTINGUISHERS   | SERVICE AND MAINTENANCE OF DEPARTMENT            | 100-30-310-51100-00000 | 155.78   |
| 230678         | 10/14/2020   | MOBILE MODULAR PORTABLE STORAGE       | PAYMENT OF STORGE BND RENTALS                    | 100-60-620-53100-00000 | 303.76   |
| 230679         | 10/14/2020   | MONTY'S ELECTRIC, INC.                | PAYMENT OF ELECTRICAL REPAIRS                    | 100-60-620-53371-00000 | 187.50   |
| 230679         | 10/14/2020   | MONTY'S ELECTRIC, INC.                | PAYMENT OF ELECTRICAL REPAIRS                    | 252-60-620-53371-00000 | 187.50   |
| 230680         | 10/14/2020   | RON GARCIA                            | REIMBURSEMENT FOR OUT-OF-POCKET EXPENSE          | 252-60-620-53371-00000 | 750.00   |
| 230681         | 10/14/2020   | ARAMARK UNIFORM SERVICES              | UNIFORMS SERVICES                                | 100-40-440-53390-00000 | 87.38    |
| 230681         | 10/14/2020   | ARAMARK UNIFORM SERVICES              | UNIFORM SERVICES                                 | 100-60-620-53100-00000 | 24.36    |
| 230681         | 10/14/2020   | ARAMARK UNIFORM SERVICES              | UNIFORM SERVICES                                 | 100-60-620-53100-00000 | 24.36    |
| 230681         | 10/14/2020   | ARAMARK UNIFORM SERVICES              | UNIFORM SERVICES                                 | 100-60-620-53100-00000 | 3.08     |
| 230681         | 10/14/2020   | ARAMARK UNIFORM SERVICES              | UNIFORM SERVICES                                 | 252-60-620-53100-00000 | 21.28    |
| 230683         | 10/14/2020   | GRAINGER, INC.                        | MATERIALS & SUPPLIES 4 BLDG MAINTENANCE          | 100-60-620-53100-00000 | 264.66   |
| 230683         | 10/14/2020   | GRAINGER, INC.                        | MATERIALS & SUPPLIES 4 BLDG MAINTENANCE          | 100-60-620-53100-00000 | 132.33   |
| 230683         | 10/14/2020   | GRAINGER, INC.                        | MATERIALS & SUPPLIES 4 BLDG MAINTENANCE          | 252-60-620-53100-00000 | 151.77   |
| 230683         | 10/14/2020   | GRAINGER, INC.                        | MATERIALS & SUPPLIES 4 BLDG MAINTENANCE          | 252-60-620-53100-00000 | 245.22   |
| 230683         | 10/14/2020   | GRAINGER, INC.                        | MATERIALS & SUPPLIES 4 BLDG MAINTENANCE          | 252-60-620-53100-00000 | 233.43   |
| 230683         | 10/14/2020   | GRAINGER, INC.                        | MATERIALS & SUPPLIES 4 BLDG MAINTENANCE          | 252-60-620-53100-00000 | 70.12    |
| 230684         | 10/14/2020   | HOME DEPOT                            | MATERIALS & SUPPLIES 4 BLDG MAINTENANCE          | 100-60-620-53100-00000 | 50.98    |
| 230684         | 10/14/2020   | HOME DEPOT                            | MATERIALS & SUPPLIES 4 BLDG MAINTENANCE          | 252-60-620-53100-00000 | 18.33    |
| 230684         | 10/14/2020   | HOME DEPOT                            | MATERIALS & SUPPLIES 4 BLDG MAINTENANCE          | 100-25-299-53370-17050 | 15.81    |
| 230684         | 10/14/2020   | HOME DEPOT                            | MATERIALS & SUPPLIES 4 BLDG MAINTENANCE          | 252-60-620-53100-00000 | 32.65    |
| 230684         | 10/14/2020   | KAIZER RANGWALA                       | PREPARATION OF UPDATE TO DOWNTOWN TOD            | 235-40-440-51100-00000 | 28185.00 |
| 230689         | 10/14/2020   | NICE CLEANERS                         | UNIFORMS SERVICES FOR JAIL                       | 100-30-310-53100-00000 | 80.00    |
| 230689         | 10/14/2020   | NICE CLEANERS                         | UNIFORMS SERVICES FOR JAIL                       | 100-30-310-53100-00000 | 80.00    |
| 230689         | 10/14/2020   | NICE CLEANERS                         | UNIFORMS SERVICES FOR JAIL                       | 100-30-310-53100-00000 | 80.00    |
| 230689         | 10/14/2020   | NICE CLEANERS                         | UNIFORMS SERVICES FOR JAIL                       | 100-30-310-53100-00000 | 80.00    |
| 230689         | 10/14/2020   | NICE CLEANERS                         | UNIFORMS SERVICES FOR JAIL                       | 100-30-310-53100-00000 | 80.00    |
| 230690         | 10/14/2020   | OLMEC CONSTRUCTION, INC               | REFUND C&D 5030 STEWART AVE                      | 246-00-000-22540-00000 | 859.77   |
| 230691         | 10/14/2020   | PEREZ RECONSTRUCTION CONTRACTORS, INC | EMERGENCY SERV. WATER DAMAGE 14317 E. MORGAN ST  | 905-40-410-53371-14305 | 3653.43  |
| 230692         | 10/14/2020   | RED WING BRANDS OF AMERICA INC        | WORK SHOES & SOCKS 4 R.HERNANDEZ                 | 100-60-620-53100-00000 | 127.76   |
| 230692         | 10/14/2020   | RED WING BRANDS OF AMERICA INC        | WORK SHOES & SOCKS 4 R.HERNANDEZ                 | 252-60-620-53100-00000 | 127.76   |
| 230694         | 10/14/2020   | SCHINDLER ELEVATOR CORPORATION        | FIRE TESTING FOR STATE REPORT                    | 245-60-620-53371-00000 | 1156.14  |
| 230695         | 10/14/2020   | SMART & FINAL                         | MATERIALS & SUPPLIES                             | 100-60-680-53100-00000 | 64.62    |
| 230696         | 10/14/2020   | STAPLES BUSINESS CREDIT               | OFFICE SUPPLIES                                  | 100-60-680-53100-00000 | 152.91   |
| 230696         | 10/14/2020   | STAPLES BUSINESS CREDIT               | OFFICE SUPPLIES                                  | 100-60-680-53100-00000 | 22.28    |
| 230696         | 10/14/2020   | STAPLES BUSINESS CREDIT               | OFFICE SUPPLIES                                  | 100-60-680-53100-00000 | 23.59    |
| 230697         | 10/14/2020   | TERMINIX INTERNATIONAL                | EXTERMINATOR SERVICES @ CT FACILITIES            | 100-60-620-53371-00000 | 38.50    |
| 230697         | 10/14/2020   | TERMINIX INTERNATIONAL                | EXTERMINATOR SERVICES @ CT FACILITIES            | 252-60-620-53371-00000 | 38.50    |
| 230697         | 10/14/2020   | TERMINIX INTERNATIONAL                | PEST CONTROL @ 14317 MORGAN ST                   | 905-40-410-53371-14621 | 93.00    |
| 230698         | 10/14/2020   | THE HAPPY KEY                         | KEY COPY OF CT VEHICLE UNIT # 5021               | 100-60-610-53100-00000 | 65.00    |
| 230699         | 10/14/2020   | THE SAUCE CREATIVE SERVICES CORP      | DESIGN FEES FOR VIRTUAL 5K                       | 501-60-000-22328-16146 | 150.00   |
| 230701         | 10/14/2020   | VERIZON WIRELESS                      | COVERAGE FOR COMMANDERS (CAPTAINS/ LIEUTENANTS). | 100-30-310-53403-00000 | 2601.31  |

| Payment Number | Payment Date | Vendor Name                                      | Description (Item)                               | Account Number         | Amount  |
|----------------|--------------|--------------------------------------------------|--------------------------------------------------|------------------------|---------|
| 230701         | 10/14/2020   | VERIZON WIRELESS                                 | COVERAGE FOR COMMANDERS (CAPTAINS/ LIEUTENANTS). | 206-30-310-53403-00000 | 170.88  |
| 230701         | 10/14/2020   | VERIZON WIRELESS                                 | COVERAGE FOR COMMANDERS (CAPTAINS/ LIEUTENANTS). | 100-30-310-53403-00000 | 1988.01 |
| 230701         | 10/14/2020   | VERIZON WIRELESS                                 | COVERAGE FOR COMMANDERS (CAPTAINS/ LIEUTENANTS). | 206-30-310-53403-00000 | 335.86  |
| 230702         | 10/14/2020   | VICTOR VIRMONTES                                 | REIMBURSEMENT FOR FILE FOLDERS 4 GRANT PROG      | 100-40-405-53100-00000 | 58.28   |
| 230703         | 10/14/2020   | VORTEX INDUSTRIES INC                            | MAINTENANCE PARKING STRUCTURE ROLL UP DOOR       | 245-60-620-53371-15882 | 380.00  |
| 230704         | 10/14/2020   | WAXIE SANITARY SUPPLY                            | PURCHASE SANITIZING SUPPLIES                     | 100-25-299-53370-17050 | 215.98  |
| 230706         | 10/15/2020   | HONG TAM                                         | CSMFO ANNUAL CONFERENCE 1/28-01/31/2020          | 100-20-210-53350-00000 | 926.44  |
| 230707         | 10/19/2020   | FOOD 4 LESS                                      | PURCHASE FOOD FOR CARES PROG                     | 270-60-630-53100-17051 | 2036.10 |
| 230708         | 10/20/2020   | FOOD 4 LESS                                      | BOOT FOR MARK CALDERA                            | 240-50-550-53100-15705 | 1211.10 |
| 230709         | 10/21/2020   | L & M FOOTWEAR, INC.                             |                                                  | 246-50-552-53100-15005 | 300.00  |
| 230709         | 10/21/2020   | L & M FOOTWEAR, INC.                             |                                                  | 402-50-590-53100-00000 | 299.15  |
| 230709         | 10/21/2020   | L & M FOOTWEAR, INC.                             |                                                  | 240-50-550-53100-15705 | 13.40   |
| 230710         | 10/21/2020   | NICHOLS LUMBER & HARDWARE                        | MATERIAL & SUPPLIES                              | 240-50-570-53100-15705 | 65.39   |
| 230710         | 10/21/2020   | NICHOLS LUMBER & HARDWARE                        | SMALL TOOLS, MISCELLANEOUS HARDWARE AND          | 251-50-560-53100-00000 | 15.30   |
| 230710         | 10/21/2020   | NICHOLS LUMBER & HARDWARE                        | MATERIAL & SUPPLIES                              | 240-50-550-53100-15705 | 54.72   |
| 230710         | 10/21/2020   | NICHOLS LUMBER & HARDWARE                        | OFFICE SUPPLIES 4 ENGINEERING DIV                | 240-50-510-53100-00000 | 42.84   |
| 230711         | 10/21/2020   | OFFICE DEPOT INC                                 | OFFICE SUPPLIES 4 ENGINEERING DIV                | 240-50-510-53100-00000 | 17.51   |
| 230711         | 10/21/2020   | OFFICE DEPOT INC                                 | OFFICE SUPPLIES 4 ENGINEERING DIV                | 240-50-510-53100-00000 | 14.99   |
| 230711         | 10/21/2020   | OFFICE DEPOT INC                                 | OFFICE SUPPLIES 4 ENGINEERING DIV                | 240-50-510-53100-00000 | 5.57    |
| 230711         | 10/21/2020   | OFFICE DEPOT INC                                 | OFFICE SUPPLIES 4 ENGINEERING DIV                | 240-50-510-53100-00000 | 55.14   |
| 230711         | 10/21/2020   | OFFICE DEPOT INC                                 | OFFICE SUPPLIES 4 ENGINEERING DIV                | 240-50-570-53100-14885 | 467.70  |
| 230712         | 10/21/2020   | OMEGA INDUSTRIAL SUPPLY INC                      | GRAFFITI REMOVAL CHEMICAL                        | 251-50-571-53100-00000 | 28.57   |
| 230713         | 10/21/2020   | PRIME POWER EQUIPMENT                            | MATERIALS AND SUPPLIES                           | 245-50-560-53371-15536 | 35.00   |
| 230713         | 10/21/2020   | PRIME POWER EQUIPMENT                            | REPAIRS AND MAINTENANCE OF STREET                | 100-40-131-51102-00000 | 1459.90 |
| 230714         | 10/21/2020   | RICHARD D. JONES, A PROFESSIONAL LAW CORPORATION | CODE ENFORCEMENT                                 | 401-10-141-58140-11504 | 417.93  |
| 230715         | 10/21/2020   | RICOH USA INC                                    | LEASE FOR 2 RICOH COLOR COPIERS IN POLICE        | 501-30-000-22410-00000 | 136.20  |
| 230716         | 10/21/2020   | RIO HONDO COMM. COLLEGE                          | ENROLLMENT FEE                                   | 100-60-610-51100-00000 | 500.00  |
| 230717         | 10/21/2020   | RUDOLPH R GALINDO                                | TRNG SERV FOR CPR/AED & FIRST AID .              | 901-40-410-51101-14310 | 500.00  |
| 230718         | 10/21/2020   | SAN GABRIEL VALLEY TRIBUNE                       | PBV REQUEST FOR PROPOSALS                        | 252-60-620-53402-00000 | 9203.15 |
| 230719         | 10/21/2020   | SAN GABRIEL VALLEY WATER                         | WATER COST CITY PARKS                            | 251-50-560-53402-00000 | 2010.55 |
| 230719         | 10/21/2020   | SAN GABRIEL VALLEY WATER                         | WATER COST SPRINKLERS                            | 100-60-620-53402-00000 | 886.99  |
| 230719         | 10/21/2020   | SAN GABRIEL VALLEY WATER                         | WATER COST CITY BUILDINGS                        | 240-50-530-51100-00000 | 1825.50 |
| 230720         | 10/21/2020   | SIEMENS MOBILITY INC                             | MAINTENANCE CONTRACT FOR CITY'S TRAFFIC SIGNALS  | 240-50-530-51100-00000 | 2696.65 |
| 230720         | 10/21/2020   | SIEMENS MOBILITY INC                             | MAINTENANCE CONTRACT FOR CITY'S TRAFFIC SIGNALS  | 501-60-000-22327-00000 | 95.27   |
| 230721         | 10/21/2020   | SMART & FINAL                                    | SUPPLIES FOR SR CENTER CRAFT PROJECT             | 231-50-560-53401-00000 | 3917.73 |
| 230722         | 10/21/2020   | SOUTHERN CALIFORNIA EDISON                       | OPERATING RENT FOR SHYRE PARK                    | 100-60-620-53100-00000 | 544.00  |
| 230723         | 10/21/2020   | SPARKLETTIS                                      | WATER & COFFEE SUPPLIES                          | 252-60-620-53100-00000 | 544.00  |
| 230723         | 10/21/2020   | SPARKLETTIS                                      | GPS TRACKING W DATA WEB PORTAL AND               | 402-50-590-51101-00000 | 815.39  |
| 230724         | 10/21/2020   | SPRINT                                           | REIMBURSEMENT FOR BOOT                           | 240-50-551-53100-15705 | 300.00  |
| 230725         | 10/21/2020   | STEVE COUCHMAN                                   | AIR CHISEL SCALER                                | 240-50-551-53391-15705 | 296.08  |
| 230726         | 10/21/2020   | SUNBELT RENTALS                                  | TOWABLE CONCRETE MIXER                           | 240-50-551-53391-15705 | 287.95  |
| 230726         | 10/21/2020   | SUNBELT RENTALS                                  | GAS COST CITY PARKS                              | 252-60-620-53400-00000 | 18.19   |
| 230727         | 10/21/2020   | THE GAS COMPANY                                  | GAS COST CITY BUILDINGS                          | 100-60-620-53400-00000 | 367.26  |
| 230727         | 10/21/2020   | THE GAS COMPANY                                  | DOCUMENT DESTRUCTION                             | 100-25-299-51101-00000 | 77.00   |
| 230728         | 10/21/2020   | THE SHREDDERS                                    | LOCAL LONG DISTANCE TELEPHONE AND DATA           | 401-10-141-53403-11506 | 7175.95 |
| 230729         | 10/21/2020   | TPX COMMUNICATIONS CO                            | BRUSH & PARTS FOR THE ST SWEEPER                 | 402-50-590-53100-00000 | 279.29  |
| 230730         | 10/21/2020   | UNITED ROTARY BRUSH CORP                         | BRUSH & PARTS FOR THE ST SWEEPER                 | 402-50-590-53100-00000 | 279.29  |
| 230730         | 10/21/2020   | UNITED ROTARY BRUSH CORP                         | BULK MAILING OF BP NOW CITY NEWSLETTER           | 230-60-610-51100-11400 | 3200.00 |
| 230731         | 10/21/2020   | UNITED STATES POSTAL SERVICE                     | CITY ISSUED GAS CARDS FOR POLICE DEPARTMENT      | 402-50-591-53110-16140 | 314.79  |
| 230732         | 10/21/2020   | US BANK VOYAGER                                  | WATER COST SPRINKLERS                            | 251-50-560-53402-00000 | 1002.45 |
| 230733         | 10/21/2020   | VALLEY COUNTY WATER DIST                         | WATER COST SPRINKLERS                            | 251-50-560-53402-00000 | 8362.24 |
| 230733         | 10/21/2020   | VALLEY COUNTY WATER DIST                         | WATER COST CITY PARK                             | 252-60-620-53402-00000 | 3214.37 |
| 230733         | 10/21/2020   | VALLEY COUNTY WATER DIST                         | WATER COST CITY BUILDINGS                        | 100-60-620-53402-00000 | 2033.44 |
| 230733         | 10/21/2020   | VALLEY COUNTY WATER DIST                         | WATER COST TRANSIT CENTER                        | 254-60-620-53402-15882 | 496.71  |
| 230734         | 10/21/2020   | VALLEY WIRELESS                                  | CELLULAR AND TABLET SERVICES                     | 402-50-590-53403-00000 | 887.76  |
| 230735         | 10/21/2020   | VICTOR SALINAS                                   | REFUND DEPOSIT                                   | 501-60-000-22333-00000 | 500.00  |
| 230736         | 10/21/2020   | VILLA LANDSCAPE PRODUCTS                         | 200 PCS OF TREE STAKES                           | 251-50-561-53100-00000 | 596.78  |
| 230737         | 10/21/2020   | WASTE MANAGEMENT OF SAN GABRIEL-POMONA VALLEY    | CNG FUEL FOR CT VEHICLES - SEPT 2020             | 402-50-590-53110-16140 | 1386.55 |
| 230737         | 10/21/2020   | WASTE MANAGEMENT OF SAN GABRIEL-POMONA VALLEY    | CNG FUEL FOR CT VEHICLES - SEPT 2020             | 402-50-591-53110-16140 | 1386.55 |
| 230738         | 10/21/2020   | ACRYLATEX COATINGS AND RECYCLING INC             | PAINT AND OTHER SUPPLIES USED FOR                | 245-50-570-53100-15040 | 405.50  |
| 230739         | 10/21/2020   | AGRISERVE PEST CONTROL INC                       | PEST CONTROL AND OTHER RELATED SERVICES          | 245-50-560-51100-15537 | 337.50  |
| 230740         | 10/21/2020   | ALL STATE POLICE EQUIPMENT                       | EQUIPMENT FOR SGT. GONZALEZ                      | 100-30-340-53100-00000 | 941.70  |
| 230741         | 10/21/2020   | ARBOR NURSERY                                    | BOX QUERCUS AGRIFOLIA AND BOX CORK OAK           | 251-50-560-53100-00000 | 525.60  |
| 230742         | 10/21/2020   | AT&T                                             | FRAME RELAY SERVICE FOR MOBILE DATA COMPUTERS    | 100-30-310-53403-00000 | 1456.84 |
| 230743         | 10/21/2020   | AT&T                                             | MTHLY SERV 10/7-11/06/2020                       | 100-30-310-53403-00000 | 50.53   |
| 230744         | 10/21/2020   | BUSINESS CARD                                    | MTHLY WEBINER 100 & MFA MTHLY SERVICE            | 100-25-299-53370-17050 | 220.00  |
| 230744         | 10/21/2020   | BUSINESS CARD                                    | APC UPS & ICLLOUD STORAGE                        | 401-10-140-51101-00000 | 181.65  |
| 230745         | 10/21/2020   | CANON FINANCIAL SERVICES                         | LEASE PAYMENTS FOR 2 CANON IR6555 COPIERS        | 401-10-141-58140-11504 | 404.05  |

| Payment Number | Payment Date | Vendor Name                                      | Description (Item)                                 | Account Number         | Amount    |
|----------------|--------------|--------------------------------------------------|----------------------------------------------------|------------------------|-----------|
| 230746         | 10/21/2020   | CAR OUEST                                        | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 375.62    |
| 230746         | 10/21/2020   | CAR OUEST                                        | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 47.78     |
| 230746         | 10/21/2020   | CAR OUEST                                        | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 17.19     |
| 230746         | 10/21/2020   | CAR OUEST                                        | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 241.98    |
| 230746         | 10/21/2020   | CAR OUEST                                        | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 22.97     |
| 230746         | 10/21/2020   | CAR OUEST                                        | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 43.08     |
| 230746         | 10/21/2020   | CAR OUEST                                        | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 21.81     |
| 230746         | 10/21/2020   | CAR OUEST                                        | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 71.82     |
| 230746         | 10/21/2020   | CAR OUEST                                        | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 24.51     |
| 230746         | 10/21/2020   | CAR OUEST                                        | PARTS AND SUPPLIES FOR VEHICLES                    | 402-50-590-53100-00000 | 407.72    |
| 230746         | 10/21/2020   | CAR OUEST                                        | PARTS AND SUPPLIES FOR VEHICLES                    | 100-25-299-53370-17050 | 131.40    |
| 230747         | 10/21/2020   | CHICAS ESCOBAR                                   | COVID-19 SIGNS                                     | 245-50-550-53100-15622 | 201.48    |
| 230747         | 10/21/2020   | CHICAS ESCOBAR                                   | SUPPLIES FOR TRAFFIC CONTROL DIVISION              | 251-50-560-53100-00000 | 21.90     |
| 230747         | 10/21/2020   | CHICAS ESCOBAR                                   | LANDSCAPING AND LIGHTING MAINTENANCE               | 251-50-530-51100-00000 | 1875.00   |
| 230748         | 10/21/2020   | COMMUNITY ECONOMIC SOLUTIONS                     | RELOCATION PROJECT NO 407                          | 100-50-510-51100-00000 | 177.15    |
| 230749         | 10/21/2020   | COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS | MAINTENANCE FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTS | 240-50-530-51100-00000 | 1626.28   |
| 230749         | 10/21/2020   | COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS | BIG DALTON WASH                                    | 270-50-520-58100-15104 | 395.22    |
| 230750         | 10/21/2020   | DEPT OF JUSTICE                                  | FINGERPRINT POLICE APPLICANTS                      | 100-30-310-51100-00000 | 66.00     |
| 230751         | 10/21/2020   | ED BUTTS FORD                                    | PARTS FOR VEHICLES                                 | 402-50-590-53100-00000 | 512.40    |
| 230751         | 10/21/2020   | ED BUTTS FORD                                    | PARTS FOR VEHICLES                                 | 402-50-590-53100-00000 | 18.17     |
| 230752         | 10/21/2020   | EDGAR CRUZ                                       | ON-SITE VEHICLE WASHES FOR POLICE VEHICLES         | 402-50-591-51101-00000 | 2106.00   |
| 230753         | 10/21/2020   | ENTERPRISE FM TRUST                              | FLEET LEASING PROGRAM OF CITYWIDE VEHICLES         | 231-50-590-58140-15727 | 11792.70  |
| 230754         | 10/21/2020   | EWING IRRIGATION INC.                            | IRRIGATION SUPPLIES                                | 251-50-562-53100-00000 | 354.01    |
| 230755         | 10/21/2020   | FRONTIER COMMUNICATIONS                          | ACCT # 209-150-4860-050799-5                       | 100-30-310-53403-00000 | 113.35    |
| 230756         | 10/21/2020   | GENTRY BROTHERS INC.                             | MORGAN PARK PARKING LOT IMPROVEMENTS               | 234-50-520-58100-15086 | 205664.55 |
| 230757         | 10/21/2020   | GLOBAL ENVIRONMENTAL NETWORK INC                 | WEBINAR TRAINING AND RESPIRATORY TRAINING          | 251-50-520-58100-15086 | 118750.00 |
| 230757         | 10/21/2020   | GLOBAL ENVIRONMENTAL NETWORK INC                 | WEBINAR TRAINING AND RESPIRATORY TRAINING          | 240-50-550-53350-15705 | 255.00    |
| 230757         | 10/21/2020   | GLOBAL ENVIRONMENTAL NETWORK INC                 | WEBINAR TRAINING AND RESPIRATORY TRAINING          | 240-50-551-53200-15705 | 170.00    |
| 230757         | 10/21/2020   | GLOBAL ENVIRONMENTAL NETWORK INC                 | WEBINAR TRAINING AND RESPIRATORY TRAINING          | 240-50-560-53200-00000 | 170.00    |
| 230757         | 10/21/2020   | GLOBAL ENVIRONMENTAL NETWORK INC                 | WEBINAR TRAINING AND RESPIRATORY TRAINING          | 240-50-570-53200-00000 | 170.00    |
| 230757         | 10/21/2020   | GLOBAL ENVIRONMENTAL NETWORK INC                 | WEBINAR TRAINING AND RESPIRATORY TRAINING          | 240-50-571-53200-00000 | 250.00    |
| 230757         | 10/21/2020   | GLOBAL ENVIRONMENTAL NETWORK INC                 | WEBINAR TRAINING AND RESPIRATORY TRAINING          | 240-50-581-53200-00000 | 85.00     |
| 230757         | 10/21/2020   | GLOBAL ENVIRONMENTAL NETWORK INC                 | WEBINAR TRAINING AND RESPIRATORY TRAINING          | 251-50-540-53200-00000 | 255.00    |
| 230757         | 10/21/2020   | GLOBAL ENVIRONMENTAL NETWORK INC                 | WEBINAR TRAINING AND RESPIRATORY TRAINING          | 402-50-590-53200-00000 | 170.00    |
| 230758         | 10/21/2020   | GRAINGER INC.                                    | MATERIAL AND SUPPLIES                              | 245-50-550-53100-15622 | 923.26    |
| 230759         | 10/21/2020   | HOME DEPOT                                       | MATERIAL AND SUPPLIES                              | 245-50-570-53100-14885 | 314.48    |
| 230759         | 10/21/2020   | HOME DEPOT                                       | MATERIAL AND SUPPLIES                              | 245-50-570-53100-14885 | 378.18    |
| 230759         | 10/21/2020   | HOME DEPOT                                       | MATERIAL AND SUPPLIES                              | 245-50-570-53100-14885 | 73.87     |
| 230760         | 10/21/2020   | INDUSTRIAL CLEANING SYSTEMS                      | MATERIAL AND SUPPLIES FOR BUS SHELTERS             | 244-50-581-53100-15510 | 44.76     |
| 230761         | 10/21/2020   | INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION       | MATERIAL AND SUPPLIES                              | 240-50-590-53350-15705 | 730.00    |
| 230762         | 10/21/2020   | INTERSTATE BATTERIES                             | BATTERIES FOR ALL CITY VEHICLE AND POLICE          | 402-50-590-53100-00000 | 365.49    |
| 230762         | 10/21/2020   | INTERSTATE BATTERIES                             | BATTERIES FOR ALL CITY VEHICLE AND POLICE          | 402-50-591-53100-00000 | 365.49    |
| 230763         | 10/21/2020   | J.C.S PLUMBING AND BACKFLOW                      | REPLACE WATER HEATER AT CITY HALL                  | 100-60-620-53371-00000 | 6500.00   |
| 230764         | 10/21/2020   | JCS PLUMBING & BACKFLOW SVC                      | PLUMBING REPAIRS @ BARNES PARK                     | 100-60-620-53371-15100 | 832.41    |
| 230764         | 10/21/2020   | JCS PLUMBING & BACKFLOW SVC                      | PLUMBING REPAIRS TO THE FOUNTAIN CT HALL           | 100-60-620-53371-00000 | 125.00    |
| 230765         | 10/21/2020   | JEEP CHRYSLER OF ONTARIO INC.                    | SERVICE REPAIRS ON POLICE VEHICLES                 | 402-50-591-53371-00000 | 747.35    |
| 230765         | 10/21/2020   | JEEP CHRYSLER OF ONTARIO INC.                    | SERVICE REPAIRS ON POLICE VEHICLES                 | 402-50-591-53371-00000 | 38.88     |
| 230766         | 10/21/2020   | KEYSTONE UNIFORMS                                | PATCHES                                            | 100-30-340-53100-00000 | 261.84    |
| 230767         | 10/21/2020   | LEES BATTERY AND AUTO PARTS                      | MATERIAL AND SUPPLIES                              | 240-50-550-53100-15705 | 240.90    |
| 230767         | 10/21/2020   | LEES BATTERY AND AUTO PARTS                      | MATERIAL AND SUPPLIES                              | 240-50-550-53100-15705 | 1562.56   |
| 230768         | 10/21/2020   | MARCO INDUSTRIES INC                             | PARTS AND REPAIRS FOR STREET SWEEPERS              | 402-50-590-53371-00000 | 1098.41   |
| 230769         | 10/21/2020   | MERRIMAC ENERGY GROUP                            | REGULAR GASOLINE. 7.384 GALLONS. INCLUDES          | 402-50-590-53110-16140 | 7106.57   |
| 230769         | 10/21/2020   | MERRIMAC ENERGY GROUP                            | REGULAR GASOLINE. 7.384 GALLONS. INCLUDES          | 402-50-591-53110-16140 | 10659.56  |
| 230770         | 10/21/2020   | MIDWEST MOTOR SUPPLY                             | GRAFFITI REMOVAL CHEMICAL                          | 240-50-570-53100-14885 | 278.31    |
| 230771         | 10/21/2020   | MIDWEST MOTOR SUPPLY                             | NUTS, BOLTS AND SMALL SUPPLIES FOR VEHICLES        | 402-50-590-53100-00000 | 294.92    |
| 230772         | 10/21/2020   | MURNA ESCOBEDO                                   | REIMBURSEMENT FOR PURCHASE OF FOOD ITEMS           | 270-60-630-53100-17051 | 30.41     |
| 230772         | 10/21/2020   | MONTY'S ELECTRIC INC.                            | ELECTRICAL REPAIRS AT CT HALL                      | 100-60-620-53371-00000 | 183.00    |
| 230773         | 10/21/2020   | PRIME POWER EQUIPMENT INC.                       | REPAIRS TO LAWNMOWER AND SMALL EQUIPMENTS          | 251-50-571-53371-00000 | 23.38     |
| 230773         | 10/21/2020   | PRIME POWER EQUIPMENT INC.                       | REPAIRS TO LAWNMOWER AND SMALL EQUIPMENTS          | 251-50-571-53371-00000 | 28.00     |
| 230773         | 10/21/2020   | PRIME POWER EQUIPMENT INC.                       | REPAIRS TO LAWNMOWER AND SMALL EQUIPMENTS          | 251-50-571-53371-00000 | 54.72     |
| 230773         | 10/21/2020   | PRIME POWER EQUIPMENT INC.                       | REPAIRS TO LAWNMOWER AND SMALL EQUIPMENTS          | 251-50-571-53371-00000 | 95.79     |
| 230774         | 10/21/2020   | ANA VALDIVIA                                     | DEDUCTION                                          | 100-00-000-21225-00000 | 346.15    |
| 230775         | 10/21/2020   | LYNDA C SALAS                                    | DEDUCTION                                          | 100-00-000-21225-00000 | 450.00    |
| 230776         | 10/21/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 374.76    |
| 230777         | 10/21/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 1312.15   |
| 230778         | 10/21/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 523.38    |
| 230779         | 10/21/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 131.55    |
| 230780         | 10/21/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 309.69    |
| 230781         | 10/21/2020   | STATE DISBURSEMENT                               | DEDUCTION                                          | 100-00-000-21225-00000 | 92.30     |

| Payment Number | Payment Date | Vendor Name        | Description (Item)             | Account Number         | Amount        |
|----------------|--------------|--------------------|--------------------------------|------------------------|---------------|
| 230782         | 10/21/2020   | STATE DISBURSEMENT | DEDUCTION                      | 100-00-000-21225-00000 | 283.73        |
| 230783         | 10/21/2020   | STATE DISBURSEMENT | DEDUCTION                      | 100-00-000-21225-00000 | 268.61        |
| 230784         | 10/21/2020   | STATE DISBURSEMENT | DEDUCTION                      | 100-00-000-21225-00000 | 617.08        |
| 230785         | 10/21/2020   | STATE DISBURSEMENT | DEDUCTION                      | 100-00-000-21225-00000 | 382.15        |
| 230786         | 10/22/2020   | CYNTHIA ESPINOZA   | HALLOWEEN SUPPLIES             | 100-00-000-14000-00000 | 500.00        |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS SURVIVOR RETIREMENT       | 100-00-000-21207-00000 | 171.12        |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS ADDITIONAL RETIREE SVC CR | 100-00-000-21206-00000 | 148.67        |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS REDEPOSIT                 | 100-00-000-21206-00000 | 21.78         |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS SWORN- 344                | 100-00-000-21206-00000 | 12554.02      |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS MISC 350                  | 100-00-000-21206-00000 | 17283.90      |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS SWORN 351                 | 100-00-000-21206-00000 | 15061.93      |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS MISC 352                  | 100-00-000-21206-00000 | 4823.38       |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS SWORN CITY PAID - PEPR    | 100-00-000-21256-00000 | 12596.49      |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS SWORN ER RBG PAY          | 100-00-000-21256-00000 | 39620.05      |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PT PERS MISC CITY PAID         | 100-00-000-21256-00000 | 431.02        |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS MISC CITY PAID            | 100-00-000-21256-00000 | 23928.62      |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS MISC CITY PAID - PEPR     | 100-00-000-21256-00000 | 8700.62       |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS SURVIVOR RETIREMENT       | 100-00-000-21207-00000 | 0.93          |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS MISC 352                  | 100-00-000-21206-00000 | 135.63        |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS MISC CITY PAID - PEPR     | 100-00-000-21256-00000 | 244.68        |
| DFT0004264     | 10/19/2020   | PERS-RETIREMENT    | PERS SURVIVOR RETIREMENT       | 100-00-000-21207-00000 | 10.00         |
| DFT0004294     | 10/19/2020   | PERS-RETIREMENT    | PERS MISC 350                  | 100-00-000-21206-00000 | 112.00        |
| DFT0004294     | 10/19/2020   | PERS-RETIREMENT    | PERS ADDL SERVICE CREDIT       | 100-00-000-21206-00000 | 75.00         |
| DFT0004294     | 10/19/2020   | PERS-RETIREMENT    | PERS MISC CITY PAID            | 100-00-000-21206-00000 | 112.17        |
| DFT0004294     | 10/19/2020   | PERS-RETIREMENT    | PERS MISC CITY PAID - PEPR     | 100-00-000-21256-00000 | 157.85        |
| DFT0004294     | 10/19/2020   | PERS-RETIREMENT    | PERS MISC CITY PAID - PEPR     | 100-00-000-21256-00000 | 135.30        |
| Grand Total:   |              |                    |                                |                        | \$ 660,524.67 |

# STAFF REPORT



**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Shannon Yauchzee, Chief Executive Officer  
Laura J. Thomas, Human Resources & Risk Manager  
**DATE:** November 4, 2020  
**SUBJECT:** Claim Rejection

---

## **SUMMARY**

This report seeks City Council consideration and direction to reject the Claims for Damages to person or property received for filing against the City of Baldwin Park.

## **RECOMMENDATION**

Staff recommends that the City Council reject the following claims and direct staff to send the appropriate notice of rejection to claimant(s):

Aguilar, Diana                      Claimant alleges bodily injury

These government claims, and all government claims, should be considered as potential lawsuits in the future. Thus, it is requested that all City Staff, the Mayor and all Councilmembers refrain from making any statements, whether public or private in nature. It is important that no statements be made so as to not prejudice this claim in any way which can happen if public or private comments are made about this claim by City staff or Councilmembers.

## **FISCAL IMPACT**

Fiscal impact is unknown at this time.

## **BACKGROUND**

In order for the statute of limitations to begin on the claims received, it is necessary for the City Council to reject the claims by order of motion and that the claimants are sent written notification of said action.

## **LEGAL REVIEW**

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

## **ALTERNATIVES**

There are no other alternatives for the Council to consider since rejection of the claims is necessary for the Statute of Limitations to begin on the claims received.

## **ATTACHMENTS**

None

**STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Sam Gutierrez, Director of Public Works   
**DATE:** November 4, 2020  
**SUBJECT:** Consideration for approval of an Amendment to the Professional Services Agreement (PSA) with Evan Brooks and Associates for Interconnected Crossing Review Support Services Related to the Pacific Avenue Rail Crossing Safety Improvements Project

**SUMMARY**

This report seeks City Council consideration for the approval of an amendment to the current Professional Services Agreement (PSA) with Evan Brooks Associates, Inc. (EBA) for interconnected crossing review support services for the City's Highway Safety Improvement Program (HSIP) Cycle 5 component of the project at Pacific and Bogart Avenues. EBA will provide additional services on this project outside of the original scope to help obtain Metrolink and California Public Utility Commission (CPUC) design approvals. The additional scope and fee consist of increasing the level of design review support with the design team and providing railroad coordination support with Metrolink and the CPUC to end with final approval by both for the project to move forward.

**RECOMMENDATION**

It is recommended that the City Council:

1. Authorize the Mayor to execute Amendment to the existing Professional Services Agreement with EBA for services for Interconnected Crossing Review Support Services in an amount not-to-exceed \$30,000.

**FISCAL IMPACT**

The approval of this action will have no impact on the City's General Fund. This project is funded through Caltrans' Highway Safety Improvement Program (HSIP), Match and Measure M Bond Funds. The project is included in the current Fiscal Year's Capital Improvement Program (CIP) approved by City Council on October 2, 2020. The funds available for services are as follows:

| Available Funds |                                           | Amount Available |
|-----------------|-------------------------------------------|------------------|
| CIP No. 20-31   | Highway Safety Improvement Program (HSIP) | \$279,992        |
| CIP No. 20-35   | Measure M Revenue Bond Proceeds           | \$1,895,000      |

**BACKGROUND**

On October 22, 2012 the City of Baldwin Park was awarded a State Highway Safety Improvement Program (HSIP) Grant for \$344,600.00 to design and construct the Pacific Avenue and Bogart Avenue signalized intersection and median improvements. This HSIP project was combined with a SAFETEA-LU funded project to widened Pacific Avenue between Bogart Avenue and Ramona Boulevard. The Project entered into the Preliminary Engineering phase in 2013 when authorized by Caltrans and Federal Highway Administration (FHWA). The Project consists of installing a new traffic signal at the intersection of Pacific Avenue and Bogart Avenue and the installation of a raised concrete median on Pacific Avenue between Bogart Ave and Maine Avenue. The close proximity of the Project to a railroad crossing requires that the timing of the proposed new traffic signal be synchronized with the railroad crossing. This required synchronizing the new traffic signal with the railroad crossing gates and establishing a new preemptive timing that will allow safe vehicle and pedestrian crossing. Improving

the intersection of Pacific Avenue and Downing Avenue also needs to be improved to promote the flow of traffic and safe clearance of vehicles and pedestrians when a train is approaching the intersection.

On March 6, 2013 the City Council approved a consultant agreement with Evan Brooks and Associates for the preparation of plans and specifications to construct traffic improvements on Maine Avenue and Pacific Avenue including the traffic signal and median improvements for the Pacific Avenue and Bogart Avenue intersection. However, this project was put on hold while the City explored other alternatives. Since the City did not complete the improvements of the SAFETEA-LU grant in a timely manner, the funds lapsed and were subsequently withdrawn. Although the City is exploring options for re-obligation of these funds, staff decided to move the project forward and limit the scope of work to the traffic signal and median improvements of the HSIP grant.

During the design process it was determined that Metrolink would have to be involved in the review process due to the proximity of the project to the railroad crossing. After several meetings with Metrolink's staff, it was agreed that improvements would have to be made along the railroad right-of-way in order to comply with the requirements of SCRRA and CPUC.

On December 21, 2016 the City Council approved a design services agreement for railroad design review services. At the same time, an amendment to the professional services contract with EBA was approved. The amendment included the additional scope to meet the required improvements imposed by SCRRA but also expanded the design to include additional improvements to bring the rail crossings to Quiet Zone readiness.

## **DISCUSSION**

Working with railroad regulatory agencies such as SCRRA, Metrolink and CPUC has been labor and time intensive in an attempt to satisfy the needs of the two agencies to authorize this project to move forward in to the Construction phase. The delay led to risk of losing the Project funding because of a perceived inactivity on behalf of the City. However, the City and EBA have been far from inactive in this project meeting with SCRRA, Metrolink and CPUC making headway towards getting the agencies to authorize the Project. In May 2018, EBA staff met with the HSIP Advisory Committee to make the case for the City and to request an extension for the Project to be authorized for construction. The HSIP Advisory Committee understood the challenges of the Project and approved an extension through June 2019.

On August 15, 2018, the City Council authorized staff to proceed with obtaining funding for the project through the issuance of Measure M Revenue Bond. On October 16, 2018 the City Council held a Public Hearing for public comment and approval of Resolution No. 2018-299 approving the bond sale and related actions for financing of the project. The Measure M Revenue Bond will not only bring rail safety improvements to the Pacific Avenue crossing, but to other crossings in the City as well.

The availability of the Measure M Revenue Bond funds to pay for the intersection improvements to accommodate the preemptive timing has removed the biggest challenge of the project and allowed for the process to address other needs for authorization. This allows the City to engage EBA to make necessary updates to the plans and manage the Project through the authorization process with Metrolink, CPUC, and Caltrans. With the support from Metrolink and CPUC, EBA has provided interconnected crossing support services for the Pacific Avenue Project, which consists of installing a traffic signal at the Pacific Avenue/Bogart Avenue intersection.

As a part of the original scope, enacted in June 2020, the project team provided initial design plans for proposed improvements addressing continued comments and changes by Metrolink. Further, the team provided project management and participated in meetings; provided an existing conditions review of

the proposed project; reviewed the grade crossing calculations and special design considerations form, as required by Metrolink; developed responses to Metrolink's initial design comments, and delivered preemption calculation recommendations.

As a part of the amendment, the team will provide review of revised traffic signal plans provided by the design team after additional comments by Metrolink, the City, and CPUC based on the previous implementation of the team's initial work. The team will also review CPUC GO 88-B "Grade Crossing Application", as prepared by the design team to provide comments for the final application approval by the CPUC. All traffic signal plans will be revised and finalized as a part of this process. Finally, the team will attend meetings, as necessary, with Metrolink, the City, and the CPUC.

Final Project Scope and Deliverables:

### **Task 1.0 – Additional Project Management and Meetings**

Objective: Participate in additional coordination calls with the project design team, CPUC, the City, and Metrolink

Deliverables: Meeting Attendance and Follow-up as needed

### **Task 2.0 – Additional Review of Proposed Project Design Plans**

Objective: Review revised traffic signal plans and use industry standards to make recommendations to address Metrolink, CPUC, and City comments regarding design revisions based on implementation of comments/review. Review of signing and striping, and street improvement designs.

Deliverables: Additional review of plans and outstanding Metrolink, CPUC, and City comments

### **Task 3.0 – Revision of Traffic Signal Design Plan**

Objective: Review comments by Metrolink, CPUC, and City and revise traffic signal design plan

Deliverables: Final Design Plan for approval by Metrolink and CPUC

### **Task 4.0 – Review of CPUC GO 88-B Grade Crossing Application**

Objective: Review and Prepare of CPUC GO 88-B Grade Crossing Application for final submission

Deliverables: Final submission of CPUC GO 88-B Grade Crossing Application

## **ENVIRONMENTAL REVIEW**

The subject Rail Safety Improvements Project is exempt from the California Environmental Quality Act (CEQA) pursuant to a Class 1 (Section 15201, Existing Facilities), subsection (c) exemption, which includes the repair, maintenance, and/or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety) The key consideration for a Class 1 exemption is whether the project involves negligible or no expansion of an existing use.

## **ALTERNATIVES**

1. Council may choose not to approve the Amendment to the PSA with EBA and direct staff to circulate an RFP for the services. This option will delay the project and may cause the grant to lapse requiring the City to seek an extension.
2. Council may task staff to perform the related tasks contained within the PSA, including additional project management; design reviews, preemption calculations, and special design consideration form review and updates; and review and update of the CPUC GO 88-B Grade Crossing Application. However, staff currently does not have the specific experience and staffing needs required to complete this design and development process to keep the project moving forward in a timely manner based on the requirements under the HSIP project extension.

#### **LEGAL REVIEW**

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

#### **ATTACHMENTS**

1. Amendment No. 5 for Professional Services Agreement with EBA

**EvanBrooksAssociates, Inc**

2824 East Foothill Blvd.  
Pasadena, CA 91105  
626.799.8011 office  
888.421.8798 fax

**AMENDMENT****DATE** 10/26/20**CUSTOMER ID** Baldwin Park, CA**AMENDMENT 5**

**TO** Sam Gutierrez, Director of Public Works  
City of Baldwin Park  
14403 E. Pacific Avenue  
Baldwin Park, CA 91706

| PROJECT NAME                                                                                                                                       |                                                                                 | PROJECT MGR CONTACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ESTIMATED PROJECT DURATION |
|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>AMENDMENT 5</b><br>Traffic Signal Plan Review for Highway - Railroad Crossing<br>Preemption Intersection of<br>Pacific Avenue and Bogart Avenue |                                                                                 | Hal Suetsugu<br>(626) 799-8011                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ~ 6 Months                 |
| TASKS                                                                                                                                              | DESCRIPTION                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | COST                       |
| 1                                                                                                                                                  | <b>Additional Project Management, Meetings, and Coordination</b>                | <ul style="list-style-type: none"><li>Evan Brooks Associates (EBA) and RailPros will continue to meet with City staff, Metrolink, and the California Public Utilities Commission (CPUC) for the proposed signalization of Pacific and Bogart Avenue intersection.</li><li>EBA will continue to serve as the project manager. This includes overseeing the system for project controls for conducting the scope of work and managing the resources, communications, budget, schedule, document control, quality assurance/quality control, and administration. EBA will work with RailPros, report project status to the City as requested, and be responsible for reacting to indications made by EBA/RailPros staff to correct or adjust project activities which are diverting from the scope, schedule, or quality and bring them to the attention of the City's Project Manager.</li></ul> | \$13,080                   |
| 2                                                                                                                                                  | <b>Additional Review of Proposed Project Design Plans (Revised 100%, Final)</b> | <ul style="list-style-type: none"><li>RailPros will review the design team's revised plans after implementation of RailPros, Metrolink, City, and CPUC comments regarding the proposed traffic signal, proposed RR interconnection details, RR SIC wiring diagram, and phase diagram revisions.</li><li>RailPros will review the design team's plans and outstanding Metrolink comments regarding the proposed signing and striping and street improvements.</li><li>This task also includes RailPros participation in additional conference calls with the project design team, Metrolink, City, and CPUC.</li></ul>                                                                                                                                                                                                                                                                          | \$10,500                   |
| 3                                                                                                                                                  | <b>Engineering and AutoCad Revisions</b>                                        | <ul style="list-style-type: none"><li>EBA will revise the traffic signal plan in AutoCAD per comments stemming from the RailPros, Metrolink, City, and CPUC review.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$4,320                    |
| 4                                                                                                                                                  | <b>Review of CPUC Go 88-B Grade Crossing Application (Draft, Final)</b>         | RailPros will review CPUC GO 88-B Grade Crossing Application prepared by the design team and provide review comments. RailPros will provide comments to the design team and City for CPUC GO 88-B Grade Crossing Application.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$2,100                    |
| <b>NOT-TO-EXCEED COST</b>                                                                                                                          |                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>\$30,000</b>            |

**AUTHORIZATION TO PROCEED**

Signature

Name (Print)

Title

Date

|  |
|--|
|  |
|  |
|  |
|  |

# STAFF REPORT



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

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

**DATE:** November 4, 2020

**SUBJECT:** Approval to Enter into an Agreement between the City of Baldwin Park & Cohort Cities and the San Gabriel Valley Regional Housing Trust (SGVRTH) under the Measure H Cities Homeless Implementation Grant

---

## **SUMMARY**

The purpose of this report is to seek a Memorandum of Agreement (MOA) between the City of Baldwin Park & Cohort Cities and the San Gabriel Valley Regional Housing Trust (SGVRHT), a joint powers authority for the scope of work not to exceed \$376,420 under the Measure H Cities Homeless Implementation Grant.

## **Recommendation**

Staff recommends that the City Council:

1. Approve the Memorandum of Agreement between the City of Baldwin Park & Cohort Cities and the San Gabriel Valley Regional Housing Trust (SGVRHT) to implement the Measure H Grant Funds; and
2. Authorize the Chief Executive Officer to execute the Memorandum of Agreement between the City of Baldwin Park and the San Gabriel Valley Regional Housing Trust (SGVRHT); and
3. Authorize the Finance Director to make a budget amendment and provide account numbers to record the grant and related expenditures accordingly; and
4. Authorize the Director of Recreation and Community Services to execute further documents and reporting.

## **Fiscal Impact**

There is no fiscal impact to the City. The Grant is a reimbursable grant and the City will recover the costs of the program in the amount of \$376,420.

## **Background**

The San Gabriel Valley Regional Housing Trust (SGVRHT), was established by its members cities in February 2020 as a joint powers agency pursuant to the Joint Powers Act, Government Code §§ 6500 et seq., and specifically, legislation set forth in Government Code § 6539.6. The SGVRHT's stated purpose is to fund the planning and construction of housing for the homeless population and persons and families of extremely low, very low, and low income within the San Gabriel Valley through the receipt of public and private financing and funds and authorizing and issuing bonds and other debt instruments. The SGVRHT requires funding for its management and administration, which includes, but is not limited to, holding quarterly meetings of its Board of Directors, coordinating with member cities, managing a project pipeline, managing completion of studies, financial management, provision of legal services, and seeking funding opportunities from public and private resources. As funding becomes available, the SGVRHT will seek to plan and construct homeless housing and affordable housing projects; and viability.

The City of Baldwin Park as a lead applicant in the Baldwin Park and Cohort Cities Homeless Plan Implementation Grant received funding from the County of Los Angeles Measure H Implementation Grant Program ("City Funds") for the purpose of establishing and/or supporting a regional housing trust such as SGVRHT. The City desires to support the SGVRHT with the City Funds in the amount of \$376,420. The City and the SGVRHT desire to transfer the City Funds to SGVRHT for the purposes, and under the terms and conditions, set forth in this MOA.

To access funding, the City of Baldwin Park & Cohort Cities were required to submit a scope of work outlining the proposed activities, approach, and budget, and, upon submittal of the proposal, to execute a memorandum of agreement (MOA) with the SGVHT which defines the programs and activities to be completed.

An overview of the activities and programs included in the City's scope of work can be found below:

***San Gabriel Valley Regional Housing Trust (\$376,420)***

The City of Baldwin Park & Cohort Cities was allocated \$376,420 to implement its Regional Housing Trust efforts under the homeless plan grant application. The following tasks will be completed with this funding:

1. Provide any updated point-of-contact described in Section IV of the MOA to serve as the SGVRHT's Project Manager with name, title, and contact information.
2. Use the City Funds consistent with SGVRHT's purpose and in accordance with any limitations and restrictions on such use as set forth in Measure H.
3. Procure, administer, and manage contracts in accordance with the SGVRHT's approved procurement procedures.
4. Submit quarterly reports to the City on or about October 5, 2020; January 5, 2020; April 5, 2021; June 31, 2021 and other deliverables as agreed upon by the Parties.
5. Reimburse the City for expenditures that are determined to be not in compliance with Measure H requirements.
6. Keep any and all records that may be required under Measure H and/or State law.
7. Provide overall management and administration of the SGVRHT.

**ALTERNATIVES**

The alternative would be to not enter into the MOA agreement.

**LEGAL REVIEW**

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

**ATTACHMENTS**

1. Memorandum of Agreement between the City of Baldwin Park and the San Gabriel Valley Housing Trust (SGVHT) to implement the City and Cohort Homeless Implementation Grant.
2. Contract between City of Baldwin Park & Cohort Cities (AO-20-610) and Los Angeles County Measure H Homeless Implementation Grant.

## **MEMORANDUM OF AGREEMENT**

### **MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF BALDWIN PARK AND THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST (SGVRHT)**

This Memorandum of Agreement ("MOA") is by and between the City of Baldwin Park ("City") and the San Gabriel Valley Regional Housing Trust, a joint powers agency ("SGVRHT") to be effective as of the date signed by both Parties.

#### **RECITALS:**

A. The SGVRHT was established by its members cities in February 2020 as a joint powers agency pursuant to the Joint Powers Act, Government Code §§ 6500 et seq., and specifically, legislation set forth in Government Code § 6539.6; and

B. The SGVRHT's stated purpose is to fund the planning and construction of housing for the homeless population and persons and families of extremely low, very low, and low income within the San Gabriel Valley through the receipt of public and private financing and funds and authorizing and issuing bonds and other debt instruments; and

C. The SGVRHT requires funding for its management and administration, which includes, but is not limited to, holding quarterly meetings of its Board of Directors, coordinating with member cities, managing a project pipeline, managing completion of studies, financial management, provision of legal services, and seeking funding opportunities from public and private resources; and

D. As funding becomes available, the SGVRHT will seek to plan and construct homeless housing and affordable housing projects; and viability; and

E. The City received funding from the County of Los Angeles Measure H Implementation Grant Program ("City Funds") for the purpose of establishing and/or supporting a regional housing trust such as SGVRHT; and

F. The City desires to support the SGVRHT with the City Funds; and

G. The City and the SGVRHT desire to transfer the City Funds to SGVRHT for the purposes, and under the terms and conditions, set forth in this MOA.

NOW, THEREFORE, the Parties agree to the following:

#### **I. RECITALS:**

The above Recitals are incorporated herein as substantive provisions of this MOA.

#### **II. TERM:**

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through June 30, 2021. The term of this MOA may be extended by mutual agreement of both Parties by way of an amendment to this MOA.

### **III. COMPENSATION:**

The total not-to-exceed compensation for the SGVRHT services provided under this MOA is \$376,420, which shall be paid by City in four equal installments of \$94,105. SGVRHT shall invoice the City for each installment quarterly by the following dates: October 5, 2020; January 5, 2021; April 5, 2021; and June 30, 2021. City shall make payment to the SGVRHT within 30 days of receipt of a reasonably acceptable invoice from the SGVRHT.

### **IV. ADDITIONAL RESPONSIBILITIES OF THE PARTIES:**

#### **A. City**

1. Review submitted quarterly reports and any other deliverables from the SGVRHT and notify SGVRHT as to any additional information that the City desires to receive in such reports and deliverables.
2. Provide any updated point-of-contact described in Section IV.B to serve as the SGVRHT's Project Manager with name, title, and contact information.

#### **B. SGVRHT**

1. Provide any updated point-of-contact described in Section IV.A to serve as the SGVRHT's Project Manager with name, title, and contact information.
2. Use the City Funds consistent with SGVRHT's purpose and in accordance with any limitations and restrictions on such use as set forth in Measure H.
3. Procure, administer, and manage contracts in accordance with the SGVRHT's approved procurement procedures.
4. Submit quarterly reports to the City on or about October 5, 2020; January 5, 2020; April 5, 2021; June 31, 2021 and other deliverables as agreed upon by the Parties.
5. Reimburse the City for expenditures that are determined to be not in compliance with Measure H requirements.
6. Keep any and all records that may be required under Measure H and/or State law.
7. Provide overall management and administration of the SGVRHT.

### **V. PROJECT MANAGEMENT:**

- A. For purposes of this MOA, the SGVRHT designates the following individual as its Project Manager:

Brielle Acevedo  
Regional Housing Trust Administrator  
1000 S. Fremont Ave, Unit 42  
Bldg. A10-N, Suite 10210  
Alhambra, CA 91803  
626.457.1800

[bacevedo@sgvrht.org](mailto:bacevedo@sgvrht.org)

- B. For purposes of this MOA, the City of Baldwin Park designates the following individual as its Project Manager:

Manuel Carrillo Jr.  
Director of Recreation & Community Services  
4100 Baldwin Park Blvd.  
Baldwin Park, CA 91706  
(626) 813-5269  
[mcarrillo@baldwinpark.com](mailto:mcarrillo@baldwinpark.com)

- C. Additional parties' contacts include the following individuals:

Marisa Creter  
Executive Director  
San Gabriel Valley Regional Housing Trust  
[mcreter@sgvcog.org](mailto:mcreter@sgvcog.org)

- D. Either Party may change its Project Manager or contacts upon written notice to the other Party.

**VI. TERMINATION:**

- A. This MOA may be terminated for cause at any time for a material default by one of the Parties upon written notice to the applicable Project Manager. In the event of a material default, the non-defaulting Party shall notify the defaulting Party in writing of the specifics of the material default and the defaulting Party shall have 30 days to cure such default or such reasonable amount of time agreed to by the non-defaulting Party if the default is not curable within such 30-day period. If the defaulting Party does not cure the default within 30 days or the time otherwise agreed to, the non-defaulting Party shall provide notice of this failure to cure and termination will be in effect three days after deposit of the written notice in the U.S. Mail, postage pre-paid, unless otherwise stated at a later time in the written notice. Nonpayment of an invoice by the City within the time provided herein, shall be considered a material default and notwithstanding anything to the contrary herein, the SGVRHT shall be relieved of its responsibilities under this MOA until such invoice is paid.

**VII. INDEMNITY:**

- A. Neither the City or its respective officers, employees, consultants or volunteers (the "City Indemnitees"), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the SGVRHT or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA.

- B. Neither the SGVRHT or its respective officers, employees, consultants or volunteers (the "SGVRHT Indemnitees"), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the City or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA
- C. The SGVRHT shall indemnify, defend and hold the City Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVRHT's obligations under this MOA, unless caused by the negligence or willful misconduct of City.
- D. The City shall indemnify, defend and hold the SGVRHT Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVRHT's obligations under of this MOA, unless caused by the negligence or willful misconduct of the SGVRHT.

#### **VIII. OTHER TERMS AND CONDITIONS:**

- A. In performing this MOA, neither the City nor SGVRHT is a contractor, agent or employer of the other. Neither the City or SGVRHT shall represent themselves as contractors, agents or employees of the other Party and shall have no powers to bind the other Party in contract or otherwise.
- B. This MOA, along with the applicable Measure H requirements concerning use of the City Funds, constitute the entire understanding between the Parties, with respect to the subject matter herein. The MOA shall not be amended except in writing signed by the Parties.
- C. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- D. Neither Party shall assign this MOA, or any part thereof, without the prior written consent and prior approval of the other Party, nor any assignment without consent shall be void and unenforceable.

- E. This MOA shall be governed by California law and any applicable federal law.
- F. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.

In witness whereof, the Parties the Parties represent that the persons signing below are authorized to do so and to bind his or her respective Party to the terms of this MOA.

FOR THE CITY OF BALDWIN PARK

By: \_\_\_\_\_  
Shannon Yauchzee  
Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Tafoya  
City Attorney

FOR THE SAN GABRIEL VALLEY  
REGIONAL HOUSING TRUST

By: \_\_\_\_\_  
Marisa Creter  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
David DeBerry  
General Counsel



**CONTRACT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**CITY OF BALDWIN PARK & COHORT**  
**FOR**  
**CITY PLANNING GRANT – YEAR 2**  
**IMPLEMENTATION OF CITIES HOMELESSNESS PLANS**

**CONTRACT NUMBER: AO-20-610**

**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

| <b>PARAGRAPH</b> | <b>TITLE</b>                                                                         | <b>PAGE</b> |
|------------------|--------------------------------------------------------------------------------------|-------------|
| <b>RECITALS</b>  |                                                                                      | <b>1</b>    |
| <b>1</b>         | <b>APPLICABLE DOCUMENTS</b>                                                          | <b>2</b>    |
| <b>2</b>         | <b>DEFINITIONS</b>                                                                   | <b>3</b>    |
|                  | 2.1 Standard Definitions                                                             | 3           |
| <b>3</b>         | <b>WORK</b>                                                                          | <b>5</b>    |
| <b>4</b>         | <b>TERM OF CONTRACT</b>                                                              | <b>5</b>    |
| <b>5</b>         | <b>CONTRACT SUM</b>                                                                  | <b>5</b>    |
|                  | 5.1 Total Contract Sum                                                               | 5           |
|                  | 5.2 Written Approval for Reimbursement                                               | 5           |
|                  | 5.3 Intentionally Omitted                                                            | 6           |
|                  | 5.4 No Payment for Services Provided Following Expiration-Termination<br>of Contract | 6           |
|                  | 5.5 Invoices and Payments                                                            | 6           |
|                  | 5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer           | 7           |
| <b>6</b>         | <b>ADMINISTRATION OF CONTRACT- COUNTY</b>                                            | <b>8</b>    |
|                  | 6.1 County Administration                                                            | 8           |
|                  | 6.2 County's Project Director                                                        | 8           |
|                  | 6.3 County's Project Manager                                                         | 8           |
|                  | 6.4 County's Contract Project Monitor                                                | 9           |
| <b>7</b>         | <b>ADMINISTRATION OF CONTRACT-CONTRACTOR</b>                                         | <b>9</b>    |
|                  | 7.1 Contractor Administration                                                        | 9           |
|                  | 7.2 Contractor's Project Manager                                                     | 9           |
|                  | 7.3 Approval of Contractor's Staff                                                   | 9           |
|                  | 7.4 Contractor's Staff Identification                                                | 9           |
|                  | 7.5 Background and Security Investigations                                           | 9           |
|                  | 7.6 Confidentiality                                                                  | 10          |
| <b>8</b>         | <b>STANDARD TERMS AND CONDITIONS</b>                                                 | <b>11</b>   |
|                  | 8.1 Amendments                                                                       | 11          |
|                  | 8.2 Assignment and Delegation/Mergers or Acquisitions                                | 12          |
|                  | 8.3 Authorization Warranty                                                           | 13          |
|                  | 8.4 Budget Reductions                                                                | 13          |
|                  | 8.5 Complaints                                                                       | 14          |

**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

| <b>PARAGRAPH</b> | <b>TITLE</b>                                                                                | <b>PAGE</b> |
|------------------|---------------------------------------------------------------------------------------------|-------------|
| 8.6              | Compliance with Applicable Law .....                                                        | 14          |
| 8.7              | Compliance with Civil Rights Laws .....                                                     | 15          |
| 8.8              | Compliance with the County's Jury Service Program .....                                     | 16          |
| 8.9              | Conflict of Interest.....                                                                   | 17          |
| 8.10             | Intentionally Omitted .....                                                                 | 18          |
| 8.11             | Consideration of Hiring GAIN-GROW Participants .....                                        | 18          |
| 8.12             | Contractor Responsibility and Debarment .....                                               | 18          |
| 8.13             | Contractor's Acknowledgement of County's Commitment to Safely<br>Surrendered Baby Law ..... | 21          |
| 8.14             | Contractor's Warranty of Adherence to County's Child Support<br>Compliance Program .....    | 21          |
| 8.15             | County's Quality Assurance Plan.....                                                        | 22          |
| 8.16             | Damage to County Facilities, Buildings or Grounds.....                                      | 22          |
| 8.17             | Employment Eligibility Verification .....                                                   | 23          |
| 8.18             | Facsimile Representations.....                                                              | 23          |
| 8.19             | Fair Labor Standards .....                                                                  | 23          |
| 8.20             | Force Majeure.....                                                                          | 24          |
| 8.21             | Governing Law, Jurisdiction, and Venue .....                                                | 24          |
| 8.22             | Independent Contractor Status .....                                                         | 24          |
| 8.23             | Indemnification.....                                                                        | 25          |
| 8.24             | General Provisions for all Insurance Coverage.....                                          | 25          |
| 8.25             | Insurance Coverage .....                                                                    | 30          |
| 8.26             | Liquidated Damages.....                                                                     | 32          |
| 8.27             | Most Favored Public Entity .....                                                            | 33          |
| 8.28             | Nondiscrimination and Affirmative Action .....                                              | 33          |
| 8.29             | Non Exclusivity .....                                                                       | 35          |
| 8.30             | Notice of Delays.....                                                                       | 35          |
| 8.31             | Notice of Disputes.....                                                                     | 35          |
| 8.32             | Notice to Employees Regarding the Federal Earned Income Credit.....                         | 35          |
| 8.33             | Notice to Employees Regarding the Safely Surrendered Baby Law .....                         | 35          |
| 8.34             | Notices.....                                                                                | 36          |
| 8.35             | Prohibition Against Inducement or Persuasion .....                                          | 36          |
| 8.36             | Public Records Act .....                                                                    | 36          |

**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

| <b>PARAGRAPH</b> | <b>TITLE</b>                                                                                                              | <b>PAGE</b> |
|------------------|---------------------------------------------------------------------------------------------------------------------------|-------------|
| 8.37             | Publicity .....                                                                                                           | 37          |
| 8.38             | Record Retention and Inspection-Audit Settlement .....                                                                    | 37          |
| 8.39             | Recycled Bond Paper .....                                                                                                 | 39          |
| 8.40             | Subcontracting.....                                                                                                       | 39          |
| 8.41             | Termination for Breach of Warranty to Maintain Compliance with<br>County's Child Support Compliance Program.....          | 40          |
| 8.42             | Termination for Convenience.....                                                                                          | 41          |
| 8.43             | Termination for Default .....                                                                                             | 41          |
| 8.44             | Termination for Improper Consideration .....                                                                              | 43          |
| 8.45             | Termination for Insolvency.....                                                                                           | 43          |
| 8.46             | Termination for Non-Adherence of County Lobbyist Ordinance.....                                                           | 44          |
| 8.47             | Termination for Non-Appropriation of Funds.....                                                                           | 44          |
| 8.48             | Validity .....                                                                                                            | 45          |
| 8.49             | Waiver .....                                                                                                              | 45          |
| 8.50             | Warranty Against Contingent Fees.....                                                                                     | 45          |
| 8.51             | Warranty of Compliance with County's Defaulted Property Tax<br>Reduction Program.....                                     | 45          |
| 8.52             | Termination for Breach of Warranty to Maintain Compliance with<br>County's Defaulted Property Tax Reduction Program ..... | 46          |
| 8.53             | Time off for Voting .....                                                                                                 | 46          |
| 8.54             | Compliance with County's Zero Tolerance Policy on Human Trafficking .                                                     | 46          |
| 8.55             | Compliance with Fair Chance Employment Practices .....                                                                    | 47          |
| 8.56             | Compliance with the County Policy of Equity.....                                                                          | 47          |
| <b>9</b>         | <b>UNIQUE TERMS AND CONDITIONS.....</b>                                                                                   | <b>47</b>   |
| 9.1              | Contractor Protection of Electronic County Information.....                                                               | 47          |
| 9.2              | Health Insurance Portability and Accountability Act of 1996 (HIPAA).....                                                  | 48          |
|                  | <b>SIGNATURES .....</b>                                                                                                   | <b>50</b>   |

## **CONTRACT PROVISIONS TABLE OF CONTENTS**

### **STANDARD EXHIBITS**

- A Statement of Work
- B Pricing Schedule
- C Contractor's EEO Certification
- D County's Administration
- E Contractor's Administration
- F Form(s) Required at the Time of Contract Execution
- G Jury Service Ordinance
- H Safely Surrendered Baby Law
- I Compliance with Fair Chance Employment Hiring Practices Certification

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF BALDWIN PARK & COHORT  
FOR  
CITY PLANNING GRANTS – YEAR 2  
IMPLEMENTATION OF CITIES HOMELESSNESS PLANS**

This Contract is entered into this 20<sup>th</sup> day of March 2020, by and between the County of Los Angeles (hereafter "County") and **City of Baldwin Park & Cohort** (hereafter referred to as "Contractor"), to provide County with homeless services.

**RECITALS**

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

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

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

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

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

**WHEREAS**, the Los Angeles County, Homeless Initiative Unit and United Way, have reviewed the Contractor's proposal and approved providing **\$1,074,820** to the Contractor for Homeless Plan Implementation services; and

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

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

## **1 APPLICABLE DOCUMENTS**

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

### **Standard Exhibits:**

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

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

## 2 DEFINITIONS

### 2.1 Standard Definitions:

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

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

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

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

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

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

- 2.1.1.5 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.6 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.7 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.8 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.9 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.10 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.12 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.14 **United Way Home for Good Funders Collaborative:** a public-private partnership, which

collaborates on solutions to end homelessness in Los Angeles County.

### **3 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

### **4 TERM OF CONTRACT**

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

### **5 CONTRACT SUM**

#### **5.1 Total Contract Sum**

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

#### **5.2 Written Approval for Reimbursement**

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

**5.3 Intentionally Omitted**

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

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

**5.5 Invoices and Payments**

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

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

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

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

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

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

**5.5.5 County Approval of Invoices**

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

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

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

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

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

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

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

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

### **6.2 County's Project Director**

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

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

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

### **6.3 County's Project Manager**

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

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

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

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

#### **6.4 County's Contract Project Monitor**

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

### **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor Administration**

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

#### **7.2 Contractor's Project Manager**

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

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

#### **7.3 Approval of Contractor's Staff**

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

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

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

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

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

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

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

## **7.6 Confidentiality**

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

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

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

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

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

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

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

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

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

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

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

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written

consent of County in accordance with applicable provisions of this Contract.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

## **8.5 Complaints**

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

### **8.5.2 Complaint Procedures**

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

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

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

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

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

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

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

## **8.6 Compliance with Applicable Law**

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

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

### **8.8.1 Jury Service Program:**

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

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of

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

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

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

- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be

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

#### **8.10 Intentionally Omitted**

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

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

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

#### **8.12 Contractor Responsibility and Debarment**

##### **8.12.1 Responsible Contractor**

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

#### **8.12.2 Chapter 2.202 of the County Code**

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

#### **8.12.3 Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision,

which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

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

- 8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit H, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

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

- 8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

- 8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

## **8.17 Employment Eligibility Verification**

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Facsimile Representations**

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

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

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

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee,

partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

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

## **8.23 Indemnification**

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

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the

“Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

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

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be

construed as a waiver of any of the Required Insurance provisions.

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

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

- 8.24.2.6** Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

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

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

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

#### **8.24.6 Insurer Financial Ratings**

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

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

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

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

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

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

#### **8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.14 Alternative Risk Financing Programs**

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

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

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

### **8.25 Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for

each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability**

insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Unique Insurance Coverage**

**8.25.4.1 Sexual Misconduct Liability**

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

**8.25.4.2 Professional Liability-Errors and Omissions**

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

following this Agreement's expiration, termination or cancellation.

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Chief Executive Officer, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

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

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

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

- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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

## **8.31 Notice of Disputes**

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

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

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

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

- 8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

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

a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

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

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

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

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

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

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment,

timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
  - 8.40.2.1 A description of the work to be performed by the subcontractor;
  - 8.40.2.2 A draft copy of the proposed subcontract; and
  - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees. Any entity hired by Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's

proposed subcontract.

- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

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

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

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

debarment of the contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

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

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

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

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

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

#### **8.43 Termination for Default**

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

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this

Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the

provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

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

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.
- 8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code

and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

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

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

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

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

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

#### **8.50 Warranty Against Contingent Fees**

- 8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of

this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

**8.53 Time Off for Voting**

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

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

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

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

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

### **8.55 Compliance with Fair Chance Employment Practices**

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

### **8.56 Compliance with the County Policy of Equity**

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

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Contractor Protection of Electronic County Information**

#### **9.1.1 Data Encryption**

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

#### **a. Stored Data**

Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information

Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

**b. Transmitted Data**

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

**c. Certification**

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

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

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

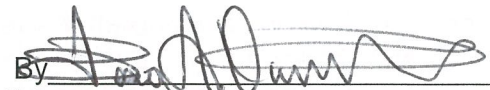
employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

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

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

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

COUNTY OF LOS ANGELES

By   
FOR SACHI A. HAMAI  
CHIEF EXECUTIVE OFFICER

3/30/80  
Date

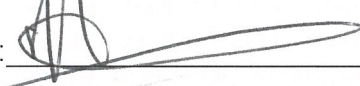
APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
KATHERINE M. BOWSER  
Principal Deputy County Counsel

By City of Baldwin Park \_\_\_\_\_

Contractor

Signed:  \_\_\_\_\_

Printed: Manuel Lozano \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Tax Identification Number: 95-6005574

## STATEMENT OF WORK

**City of Baldwin Park Multi-jurisdictional  
City Homelessness Plan Implementation Grant****Section I. Overview**

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

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

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

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

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

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

## STATEMENT OF WORK

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

## Baldwin Park:

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

## El Monte:

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

## South El Monte:

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

**Section II. Objectives and Program Description**

Please check all that apply:

- ☒ Priority Area 1 - Increase the supply of supportive and interim housing for people experiencing homelessness
- ☒ Priority Area 2 - Enhance the effectiveness of County service systems for those experiencing and/or at-risk of homelessness.

**Priority Area 1:**

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

## STATEMENT OF WORK

*Interim Housing:*

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

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

*Permanent Housing:*

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

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

*Land Assessment:*

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

*Accessory Dwelling Unit (ADU) Ordinance Review:*

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

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

## STATEMENT OF WORK

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

**Priority Area 2:**

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

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

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

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

## STATEMENT OF WORK

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

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

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

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

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

## STATEMENT OF WORK

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

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

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

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

## STATEMENT OF WORK

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

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

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

## STATEMENT OF WORK

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

## STATEMENT OF WORK

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

**Task VII: Increase employment services**

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

**Task VIII: Regional Housing Trust Fund**

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

**Section III. Staffing**

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

| <b>Program Name:</b> Baldwin Park, El Monte and South El Monte (Cohort) Homelessness Implementation Plan |                                  |                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Entity                                                                                                   | Title                            | Description of Key Activities                                                                                                                                                                                                                                                       |
| Baldwin Park                                                                                             | City Planner / Associate Planner | Oversight and coordination with Consultant in Assessment of Baldwin Park's Public or Private Land, Private Property, and evaluate options to implement Land Use, Zoning, Affordable Housing Policy, and Hotel/Motel Conversions. Interact with City Council and Planning Commission |

## STATEMENT OF WORK

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

## STATEMENT OF WORK

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

## STATEMENT OF WORK

## Section IV. Deliverables

Report Schedule

| Deliverables                                                                                                                                                                                    | Due Dates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  |               |                              |               |                                |                    |                                       |                   |                                     |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------|------------------------------|---------------|--------------------------------|--------------------|---------------------------------------|-------------------|-------------------------------------|-------------------|
| I. Provide copy of any agreements necessary to implement the funded program (MOU/Joint-Use). Subcontracted agreements necessary to implement the funded program in advance for County approval. | Within 60 days of contract execution (if an early payment is needed to start implementing the program, this deliverable can be submitted earlier)                                                                                                                                                                                                                                                                                                                                                          |                  |               |                              |               |                                |                    |                                       |                   |                                     |                   |
| II. Provide copy of any ADU Project Plans or related draft ordinances                                                                                                                           | Upon completion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  |               |                              |               |                                |                    |                                       |                   |                                     |                   |
| III. Submit Quarterly Reports and supporting documents.                                                                                                                                         | Within 30 days after each quarter of program implementation <table border="1"> <thead> <tr> <th>Reporting Period</th><th>Submit Report</th></tr> </thead> <tbody> <tr> <td>March 1, 2020 – May 31, 2020</td><td>June 30, 2020</td></tr> <tr> <td>June 1, 2020 – August 31, 2020</td><td>September 30, 2020</td></tr> <tr> <td>September 1, 2020 – November 30, 2020</td><td>December 31, 2020</td></tr> <tr> <td>December 1, 2020– February 28, 2021</td><td>February 28, 2021</td></tr> </tbody> </table> | Reporting Period | Submit Report | March 1, 2020 – May 31, 2020 | June 30, 2020 | June 1, 2020 – August 31, 2020 | September 30, 2020 | September 1, 2020 – November 30, 2020 | December 31, 2020 | December 1, 2020– February 28, 2021 | February 28, 2021 |
| Reporting Period                                                                                                                                                                                | Submit Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |               |                              |               |                                |                    |                                       |                   |                                     |                   |
| March 1, 2020 – May 31, 2020                                                                                                                                                                    | June 30, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |               |                              |               |                                |                    |                                       |                   |                                     |                   |
| June 1, 2020 – August 31, 2020                                                                                                                                                                  | September 30, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |               |                              |               |                                |                    |                                       |                   |                                     |                   |
| September 1, 2020 – November 30, 2020                                                                                                                                                           | December 31, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |               |                              |               |                                |                    |                                       |                   |                                     |                   |
| December 1, 2020– February 28, 2021                                                                                                                                                             | February 28, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |               |                              |               |                                |                    |                                       |                   |                                     |                   |
| IV. Submit Final Report                                                                                                                                                                         | Prior to contract expiration                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                  |               |                              |               |                                |                    |                                       |                   |                                     |                   |

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

## PRICING SCHEDULE

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

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

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

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

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

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

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

**CITY MATCH COMMITMENT: \$237,628**

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

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

## EXHIBIT B

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

## CONTRACTOR'S EEO CERTIFICATION

City of Baldwin Park

Contractor Name

14403 E. Pacific Avenue, Baldwin Park, CA 91706

Address

95-6005574

Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

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

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Manuel Lozano, Mayor

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

1/15/20

**COUNTY'S ADMINISTRATION**

CONTRACT NO. AO-20-610

**COUNTY PROJECT DIRECTOR:**

Name: Jerry Ramirez

Title: Manager, CEO

Address: 500 West Temple Street, Room 493

LA, CA 90012

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: Leticia Colchado

Title: Principle Analyst

Address: 500 West Temple Street, Room 493

Los Angeles, CA 90012

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

**COUNTY CONTRACT PROJECT MONITOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME** City of Baldwin Park**CONTRACT NO:** AO-20-610**CONTRACTOR'S PROJECT MANAGER:**Name: Manuel Carrilo Jr.Title: Director of Recreation and Community ServicesAddress: 4100 Baldwin Park Blvd.Baldwin Park, CA 91706Telephone: (626) 813-5247Facsimile: (626) 814-2998E-Mail Address: mcarrillo@baldwinpark.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Manuel LozanoTitle: MayorAddress: 14403 E. Pacific Ave.Baldwin Park, CA 91706Telephone: (626) 813-5201Facsimile: (626) 962-2625E-Mail Address: mlozano@baldwinpark.com**Notices to Contractor shall be sent to the following:**Name: Manuel Carrilo Jr.Title: Director of Recreation and Community ServicesAddress: 4100 Baldwin Park Blvd.Baldwin Park, CA 91706Telephone: (626) 813-5247Facsimile: (626) 814-2998E-Mail Address: mcarrillo@baldwinpark.com

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

CONTRACTOR NAME : City of Baldwin Park Contract No. AO-20-610

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

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

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

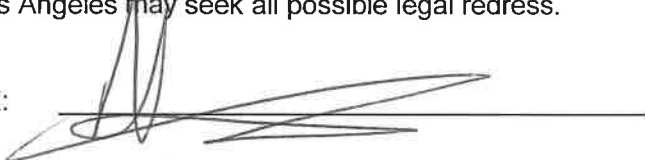
COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE:



DATE:

1,15,20PRINTED NAME: Manuel Lozano

POSITION:

Mayor

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

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

### **2.203.040 Contractor Jury Service Policy.**

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

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

**2.203.090. Severability.**

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

**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

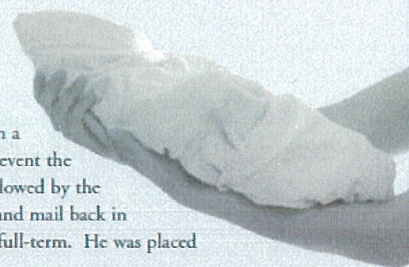
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



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



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

## ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

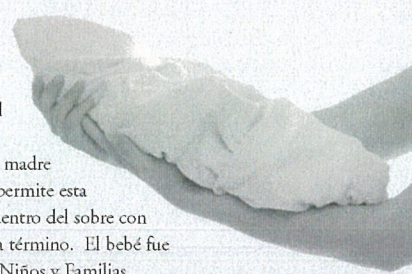
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

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

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

## Historia de un bebé

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



## COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

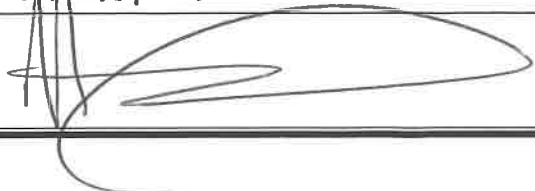
|                                                                                |                                        |                 |
|--------------------------------------------------------------------------------|----------------------------------------|-----------------|
| Company Name: City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

### PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

|                                                                                                   |                         |
|---------------------------------------------------------------------------------------------------|-------------------------|
| Print Name:<br><u>Manuel Lozano</u>                                                               | Title:<br><u>Mayor</u>  |
| Signature:<br> | Date:<br><u>1/15/20</u> |

# STAFF REPORT



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

**FROM:** Shannon Yauchzee, Chief Executive Officer  
Laura J. Thomas, Human Resources/Risk Manager

**DATE:** November 4, 2020

**SUBJECT:** Ratify and Adopt a Resolution to Update the City of Baldwin Park Job Classification Plan by Deleting two (2) Public Works Supervisor Positions and Adding a New Position of Public Works Maintenance Operations Manager and; Approve "Y" rating of Employee/s Subject to Demotion; And Approve Updates to the City of Baldwin Park Comprehensive Pay Schedule in Accordance with Cal PERS Established Guidelines

---

## **SUMMARY**

This report is requesting City Council consideration and adoption of resolutions approving the job classification plan, as modified in accordance with applicable rules and regulations. The updated job classification plan includes the deletion of two (2) public works supervisor positions and the addition of a public works maintenance operations manager position.

City Council approval is also being requested to do the following: a) approve "Y" rating of an employee or group of employees who may be subject to demotion for a duration of time not to exceed June 20, 2021, as part of the workforce reduction process; and b) update the comprehensive pay schedule to reflect the new salary schedule of the public works maintenance operations manager in compliance with Cal PERS established guidelines.

## **Recommendation**

Staff recommends that the City Council:

1. Approve, Ratify and Adopt Resolution No. 2020-056 authorizing an amendment to the job classification plan by deleting two (2) Public Works Supervisors and adding a new position of Public Works Maintenance Operations Manager; and
2. Approve, Ratify and Adopt Resolution No. 2020-057 approving the Comprehensive Pay Schedule reflecting the salary range of the Public Works Maintenance Operations Manager; and
3. Approve, Ratify and Adopt Resolution No. 2020-058 approving the "Y" rating of an employee or group of employees who may be subject to demotion for a duration of time not to exceed June 20, 2021; and
4. Authorize the Finance Director to complete the budget amendments and appropriations and make any necessary adjustments.

## **Fiscal Impact**

There will be no additional fiscal impact to the General Fund. The Maintenance Operations Manager position will be funded by special revenue funds and supplemented by Lighting and Landscape Maintenance District (LLMD) funds. Due to the reorganization, elimination of two supervisor positions, elimination of overtime, and "Y" rating, there is an estimated annual savings of \$80,000 in the General Fund and other Special Revenue Funds.

## **Background**

The Public Works Department is seeking a re-organization of the Maintenance Division to create much needed efficiencies and cost savings. Currently, two Public Works Supervisor positions report to the Director with responsibility for graffiti abatement, park maintenance, fleet maintenance, traffic lighting maintenance and street landscape maintenance programs. To ensure significant annual cost savings and provide better oversight, quality control and management of the field and administrative operations, it is recommended that both Public Works Supervisor positions be eliminated. A mid-level management position will help the department achieve organizational alignment and enhance quality control of maintenance division programs as reflected in the proposed PW Department Organizational chart. Specifically, the new position will provide direct support to the Public Works Director relative to personnel, budget, contract administration, and other day to day operational functions. This will allow the Director to focus more attention on department-wide initiatives to ensure important outcomes and deliverables are met. A position at the mid-management level to oversee various projects; manage field operations; and the administrative affairs of the maintenance division is essential.

Several discussions were held with SEIU as part of the meet and confer process regarding the impacts of the reorganization. During those discussions, the City emphasized that for economic reasons and operational efficiencies, it was critical that the City move forward with the reorganization plan. Moreover, the City provided all of the information requested of SEIU including cost savings; surveys; Maintenance Manager proposed job description; organizational chart; the Personnel Rules with emphasis on Section 13.1 "Reduction in Force"; and information regarding potential impacts on employees who may be affected as a result of the reorganization. This information was also summarized in an official letter to SEIU.

SEIU tentatively agreed with the condition that affected employees be "Y" rated. The Salary Determination section of the Personnel Rules (*section 13.1 subsection d*), does not permit employees who are subject to demotion to receive the same salary of their former position. It states, "*An employee affected by the demotion shall be placed in the salary range of the position and the step closest to the salary held in the former position but not in excess thereof.*" Initially, the City agreed to entertain further discussion about "Y" rating, but only after the reduction in workforce process was completed. However, after further consideration, the City is requesting Council approval to make an exception to the rules only in this particular circumstance. The City is therefore recommending that Council approve "Y" rating for the affected employees as part of the workforce reduction process, but only for a limited duration of time not to exceed June 20, 2021.

### **ALTERNATIVES**

The alternative is to request further review of the proposed re-organization.

### **LEGAL REVIEW**

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

### **ATTACHMENTS**

1. Resolution No. 2020-056 updating the job classification plan to include deletion of two Public Works Supervisors and the addition of a new position of Public Works Maintenance Operations Manager.
2. Resolution No. 2020-057 updating the Comprehensive Pay Schedule in accordance with Cal PERS guidelines.
3. Resolution No. 2020-058 approving the "Y" rating of an employee or group of employees who may be subject to demotion for a duration of time not to exceed June 20, 2021.
4. PW current organization chart and proposed organization chart.

**RESOLUTION NO. 2020-056**

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

**WHEREAS**, the City of Baldwin Park, has created a new position of Public Works Maintenance Operations Manager; and

**WHEREAS**, two (2) Public Works Supervisor positions have been deleted from the job classification plan; and

**WHEREAS**, the class specification for Public Works Maintenance Operations Manager has been created to reflect the essential duties, responsibilities, competencies and minimum qualifications; and

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

**WHEREAS**, the City of Baldwin Park has attached the Public Works Organizational Chart referred to as Exhibit B.

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

**Section 1.** The City Council of the City of Baldwin Park meeting in a regularly scheduled session, hereby adopts the creation of a new position of Public Works Maintenance Operations Manager and approves the deletion of two Public Works Supervisors, and adopts the Job Classification Plan, as modified to be effective November 4, 2020 attached here to as Exhibit A.

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

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

PASSED, APPROVED, AND ADOPTED this 4<sup>th</sup> day of November, 2020.

---

MANUEL LOZANO  
MAYOR

ATTEST:  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF BALDWIN PARK

} SS:

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-056** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **November 4, 2020** and that the same was adopted by the following vote to wit:

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

---

Lourdes Morales  
CHIEF DEPUTY CITY CLERK



## **City of Baldwin Park**

### **PUBLIC WORKS MAINTENANCE OPERATIONS MANAGER**

#### **Class Specification**

**11/04/20**

#### **DEFINITION**

Under the direction of the Public Works Director, oversees, supervises, manages and coordinates Public Works Maintenance Operations and programs including, but not limited to, street and landscape maintenance, park maintenance and facilities and equipment operations; and performs budgetary and administrative support duties within the Maintenance Division of the Public Works Department, and other duties as assigned.

#### **SUPERVISION RECEIVED AND EXERCISED**

General direction is provided by the Public Works Director.

Responsibilities include direct supervision of the Public Works maintenance division staff.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS:**

- Direct activities of maintenance crews, maintenance seniors and supervisory staff concerned with maintenance and construction of City infrastructure, including, streets, sidewalks, trees or other projects by performing the duties personally or through direct reports;
- Manage the overall direction, coordination, and evaluation of all the operational and programmatic components within the Maintenance Division;
- Perform project management duties including reviewing specifications, planning procedure for construction based on project start and completion times, and determining staff requirements for each phase on construction;
- Procure tools and materials in conformance with project schedules;
- Confer with and direct supervisory personnel and subcontractors engaged in planning and executing work procedures, interpreting specifications, and coordinating various phases of construction to prevent delays;
- Confer with supervisory and engineering personnel and inspectors and suppliers of tools and materials to resolve construction problems and improve construction methods;
- Inspect work during each phase to ensure that workmanship conforms to specifications and the adherence to construction schedules;
- Investigate complaints from the general public;
- Responsible for compliance with safe practices; and
- Participates in the development and administration of assigned unit budget; forecast funds needed for staffing equipment, materials, and supplies; monitors and approves expenditures; recommends adjustments as necessary.

## **QUALIFICATIONS**

### **KNOWLEDGE OF**

- Operational characteristics, services, and activities of a public works maintenance program.
- Principles and practices of program development and administration.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Principles and practices of contract administration.
- Pertinent federal, state and local laws, codes and regulations.
- Current methods, terminology, equipment, tools, and materials used in maintenance, repair, and construction of public works structures and systems.
- Types and levels of maintenance and repair activities generally performed in a public works field maintenance program.
- Operational characteristics of tools and equipment used in maintenance, repair, and construction of public work systems.
- Mathematical principles.
- Principles and practices of record keeping and report preparation.
- Occupational hazards and standard safety precautions, rules and regulations.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, databases and tracking programs.

### **ABILITY TO**

- Oversee and participate in the management of a public works maintenance program.
- Supervise, direct, and coordinate the work of subordinates.
- Select, train, and evaluate staff.
- Develop and administer division goals, objectives and procedures.
- Research, analyze, and evaluate alternate service delivery methods and techniques.
- Prepare and administer maintenance operations budgets.
- Prepare clear and concise administrative and financial reports.
- Analyze programs, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws and regulations.
- Ensure adherence to safe work practices and procedures.
- Estimate time, material, and labor costs for maintenance and repair projects.
- Compile data, maintain records and files.
- Provide high level of customer service to internal and external customers.
- Respond to requests and inquiries from the general public.
- Read and interpret maps, plans, sketches, schematics, diagrams, blueprints and engineering drawings.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of the work.

## **MINIMUM REQUIREMENTS**

### **Experience and Training**

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance.

Example combinations include:

### **Education:**

High school graduation or equivalent **and**

### **Experience**

Seven years of increasingly responsible experience in public works maintenance and repair work, which includes five years as a Public Works Supervisor or a position equivalent to a Public Works Supervisor.

A Bachelor's degree in Business, Public Administration or a related field can substitute for four (4) years of the required experience.

An Associate Degree or completion of a Public Works Maintenance Services Certificate program from a recognized college or university can substitute for two (2) years of the required experience.

### **License or Certificate**

**Licenses:** Must possess a valid California Class C Driver's license and a satisfactory driving record. A valid California Class A or B Driver's license is highly desirable.

### **Physical Requirements:**

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

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

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

*Council Approval Date: November 4, 2020*

**RESOLUTION NO. 2020-057**

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

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

**WHEREAS**, the City of Baldwin Park has created a seven step salary range for the Public Works Maintenance Operations Manager position and deleted two (2) Public Works Supervisor positions; and

**WHEREAS**, the City of Baldwin Park compiled the necessary salary data to create a single salary schedule required in compliance with the requirements of CalPERS and has attached said report to this resolution as with the date, November 4, 2020.

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

**SECTION 1.** The City Council of the City of Baldwin Park adopts CC Resolution No. 2020-057 to create the Comprehensive City of Baldwin Park Pay Schedule that includes pay rate information for all full-time and part-time employees as well as Elected Officials.

**PASSED, APPROVED, AND ADOPTED this 4th day of November, 2020.**

---

MANUEL LOZANO  
MAYOR

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

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-057** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **November 4, 2020** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

---

LOURDES MORALES  
CHIEF DEPUTY CITY CLERK

CITY OF BALDWIN PARK

Pay Schedule  
CA Code of Regulations (CCR 570.5)

Effective November 4, 2020

Elected Officials

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

# Executive Management

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

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

# Unclassified Management

| Job Number | Title                        | Step 1  | Step 2       | Step 3       | Step 4       | Step 5       | Step 6       | Step 7       |
|------------|------------------------------|---------|--------------|--------------|--------------|--------------|--------------|--------------|
| 31011      | Accounting Manager           | hourly  | \$45.62      | \$47.90      | \$50.30      | \$52.81      | \$55.45      | \$58.23      |
|            |                              | monthly | \$7,907.94   | \$8,303.33   | \$8,718.50   | \$9,154.43   | \$9,612.15   | \$10,092.75  |
|            |                              | annual  | \$94,895.25  | \$99,640.01  | \$104,622.01 | \$109,853.12 | \$115,345.77 | \$121,113.06 |
| 31013      | Assistant Police Chief       | hourly  | \$65.47      | \$68.75      | \$72.18      | \$75.79      | \$79.58      | \$83.56      |
|            |                              | monthly | \$11,348.69  | \$11,916.12  | \$12,511.93  | \$13,137.53  | \$13,794.40  | \$14,484.12  |
|            |                              | annual  | \$136,184.28 | \$142,993.49 | \$150,143.17 | \$157,650.33 | \$165,532.84 | \$173,809.49 |
| 31050      | Chief Deputy City Clerk      | hourly  | \$32.28      | \$33.89      | \$35.59      | \$37.37      | \$39.24      | \$41.20      |
|            |                              | monthly | \$5,595.26   | \$5,875.02   | \$6,168.78   | \$6,477.21   | \$6,801.07   | \$7,141.13   |
|            |                              | annual  | \$67,143.13  | \$70,500.29  | \$74,025.30  | \$77,726.57  | \$81,612.90  | \$85,693.54  |
| 31012      | City Planner                 | hourly  | \$43.83      | \$46.02      | \$48.32      | \$50.74      | \$53.27      | \$55.94      |
|            |                              | monthly | \$7,596.94   | \$7,976.79   | \$8,375.63   | \$8,794.41   | \$9,234.13   | \$9,695.83   |
|            |                              | annual  | \$91,163.28  | \$95,721.44  | \$100,507.51 | \$105,532.89 | \$110,809.53 | \$116,350.01 |
| 31081      | Housing Manager              | hourly  | \$40.12      | \$42.12      | \$44.23      | \$46.44      | \$48.76      | \$51.20      |
|            |                              | monthly | \$6,953.45   | \$7,301.12   | \$7,666.18   | \$8,049.49   | \$8,451.96   | \$8,874.56   |
|            |                              | annual  | \$83,441.43  | \$87,613.50  | \$91,994.17  | \$96,593.88  | \$101,423.58 | \$106,494.75 |
| 31031      | Human Resources/Risk Manager | hourly  | \$50.30      | \$52.81      | \$55.45      | \$58.23      | \$61.14      | \$64.20      |
|            |                              | monthly | \$8,718.49   | \$9,154.42   | \$9,612.14   | \$10,092.74  | \$10,597.38  | \$11,127.25  |
|            |                              | annual  | \$104,621.89 | \$109,852.98 | \$115,345.63 | \$121,112.91 | \$127,168.56 | \$133,526.99 |
|            |                              |         |              |              |              |              |              | \$140,203.34 |

**Classified Management Employees Association (CMEA)**

| Job Number | Title                                       |         | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       | Step 6       | Step 7        |
|------------|---------------------------------------------|---------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| 31041      | Assistant Accounting Manager                | hourly  | \$44.29      | \$46.51      | \$48.83      | \$51.28      | \$53.84      | \$56.53      | \$59.36       |
|            |                                             | monthly | \$7,677.65   | \$8,061.53   | \$8,464.61   | \$8,887.84   | \$9,332.23   | \$9,798.85   | \$10,288.79   |
|            |                                             | annual  | \$92,131.83  | \$96,738.42  | \$101,575.34 | \$106,654.11 | \$111,986.81 | \$117,586.15 | \$123,465.46  |
| 31025      | Building Official/Plan Check Supervisor     | hourly  | \$44.46      | \$46.68      | \$49.02      | \$51.47      | \$54.04      | \$56.74      | \$59.58       |
|            |                                             | monthly | \$7,706.54   | \$8,091.87   | \$8,496.46   | \$8,921.28   | \$9,367.35   | \$9,835.71   | \$10,327.50   |
|            |                                             | annual  | \$92,478.46  | \$97,102.39  | \$101,957.51 | \$107,055.38 | \$112,408.15 | \$118,028.56 | \$123,929.99  |
| 31010      | Engineering Manager                         | hourly  | \$44.29      | \$46.50      | \$48.83      | \$51.27      | \$53.83      | \$56.53      | \$59.35       |
|            |                                             | monthly | \$7,676.93   | \$8,060.77   | \$8,463.81   | \$8,887.00   | \$9,331.35   | \$9,797.92   | \$10,287.82   |
|            |                                             | annual  | \$92,123.14  | \$96,729.29  | \$101,565.76 | \$106,644.05 | \$111,976.25 | \$117,575.06 | \$123,453.81  |
| 31011      | Public Works Maintenance Operations Manager | hourly  | \$ 37.09     | \$ 38.94     | \$ 40.89     | \$ 42.94     | \$ 45.08     | \$ 47.34     | \$ 49.70      |
|            |                                             | monthly | \$ 6,429.00  | \$ 6,750.45  | \$ 7,087.97  | \$ 7,442.37  | \$ 7,814.49  | \$ 8,205.21  | \$ 8,615.47   |
|            |                                             | annual  | \$ 77,148.00 | \$ 81,005.40 | \$ 85,055.67 | \$ 89,308.45 | \$ 93,773.88 | \$ 98,462.57 | \$ 103,385.70 |

**Classified Confidential Employees Association (CCEA)**

| Job Number | Title                      |         | Step 1      | Step 2      | Step 3      | Step 4      | Step 5      | Step 6      | Step 7      |
|------------|----------------------------|---------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 70052      | Executive Secretary        | hourly  | \$22.92     | \$24.07     | \$25.27     | \$26.54     | \$27.86     | \$29.26     | \$30.72     |
|            |                            | monthly | \$3,973.27  | \$4,171.93  | \$4,380.53  | \$4,599.55  | \$4,829.53  | \$5,071.01  | \$5,324.56  |
|            |                            | annual  | \$47,679.21 | \$50,063.17 | \$52,566.33 | \$55,194.64 | \$57,954.37 | \$60,852.09 | \$63,894.70 |
| 70027      | Human Resources Analyst II | hourly  | \$30.19     | \$31.70     | \$33.29     | \$34.95     | \$36.70     | \$38.53     | \$40.46     |
|            |                            | monthly | \$5,233.24  | \$5,494.90  | \$5,769.65  | \$6,058.13  | \$6,361.04  | \$6,679.09  | \$7,013.05  |
|            |                            | annual  | \$62,798.91 | \$65,938.86 | \$69,235.80 | \$72,697.59 | \$76,332.47 | \$80,149.09 | \$84,156.55 |
|            | Human Resources Analyst I  | hourly  | \$27.38     | \$28.75     | \$30.19     | \$31.70     | \$33.29     | \$34.95     | \$36.70     |
|            |                            | monthly | \$4,746.70  | \$4,984.04  | \$5,233.24  | \$5,494.90  | \$5,769.65  | \$6,058.13  | \$6,361.04  |
|            |                            | annual  | \$56,960.43 | \$59,808.45 | \$62,798.88 | \$65,938.82 | \$69,235.76 | \$72,697.55 | \$76,332.43 |
| 70022      | Human Resources Technician | hourly  | \$23.38     | \$24.55     | \$25.78     | \$27.07     | \$28.42     | \$29.84     | \$31.33     |
|            |                            | monthly | \$4,052.59  | \$4,255.22  | \$4,467.96  | \$4,691.38  | \$4,925.95  | \$5,172.25  | \$5,430.86  |
|            |                            | annual  | \$48,631.11 | \$51,062.67 | \$53,615.80 | \$56,296.59 | \$59,111.42 | \$62,066.99 | \$65,170.34 |

**City Employees Association (CEA)**

| Job Number | Title                                  |         | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       | Step 6       | Step 7       |
|------------|----------------------------------------|---------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 80025      | Accountant                             | hourly  | \$26.19      | \$27.50      | \$28.88      | \$30.32      | \$31.84      | \$33.43      | \$35.10      |
|            |                                        | monthly | \$4,540.23   | \$4,767.25   | \$5,005.61   | \$5,255.89   | \$5,518.68   | \$5,794.62   | \$6,084.35   |
|            |                                        | annual  | \$54,482.81  | \$57,206.95  | \$60,067.30  | \$63,070.66  | \$66,224.20  | \$69,535.41  | \$73,012.18  |
| 42036      | Administrative Clerk I                 | hourly  | \$14.03      | \$14.73      | \$15.47      | \$16.24      | \$17.05      | \$17.91      | \$18.80      |
|            |                                        | monthly | \$2,431.86   | \$2,553.46   | \$2,681.13   | \$2,815.19   | \$2,955.95   | \$3,103.74   | \$3,258.93   |
|            |                                        | annual  | \$29,182.36  | \$30,641.48  | \$32,173.56  | \$33,782.23  | \$35,471.34  | \$37,244.91  | \$39,107.16  |
| 42037      | Administrative Clerk II                | hourly  | \$15.49      | \$16.26      | \$17.07      | \$17.93      | \$18.82      | \$19.77      | \$20.75      |
|            |                                        | monthly | \$2,684.33   | \$2,818.55   | \$2,959.48   | \$3,107.45   | \$3,262.82   | \$3,425.97   | \$3,597.26   |
|            |                                        | annual  | \$32,212.01  | \$33,822.61  | \$35,513.74  | \$37,289.43  | \$39,153.90  | \$41,111.59  | \$43,167.17  |
| 80039      | Assistant Planner                      | hourly  | \$ 26.25     | \$ 27.56     | \$ 28.94     | \$ 30.39     | \$ 31.91     | \$ 33.50     | \$ 35.18     |
|            |                                        | monthly | \$ 4,550.00  | \$ 4,777.50  | \$ 5,016.38  | \$ 5,267.19  | \$ 5,530.55  | \$ 5,807.08  | \$ 6,097.44  |
|            |                                        | annual  | \$ 54,600.00 | \$ 57,330.00 | \$ 60,196.50 | \$ 63,206.33 | \$ 66,366.64 | \$ 69,684.97 | \$ 73,169.22 |
| 80040      | Associate Engineer                     | hourly  | \$31.28      | \$32.84      | \$34.48      | \$36.21      | \$38.02      | \$39.92      | \$41.91      |
|            |                                        | monthly | \$5,421.29   | \$5,692.35   | \$5,976.97   | \$6,275.82   | \$6,589.61   | \$6,919.09   | \$7,265.05   |
|            |                                        | annual  | \$65,055.48  | \$68,308.25  | \$71,723.66  | \$75,309.85  | \$79,075.34  | \$83,029.11  | \$87,180.56  |
| 80058      | Associate Planner                      | hourly  | \$30.19      | \$31.70      | \$33.29      | \$34.95      | \$36.70      | \$38.53      | \$40.46      |
|            |                                        | monthly | \$5,233.24   | \$5,494.90   | \$5,769.65   | \$6,058.13   | \$6,361.04   | \$6,679.09   | \$7,013.05   |
|            |                                        | annual  | \$62,798.91  | \$65,938.86  | \$69,235.80  | \$72,697.59  | \$76,332.47  | \$80,149.09  | \$84,156.55  |
| 80073      | Building Inspector                     | hourly  | \$25.62      | \$26.90      | \$28.24      | \$29.65      | \$31.14      | \$32.69      | \$34.33      |
|            |                                        | monthly | \$4,440.26   | \$4,662.28   | \$4,895.39   | \$5,140.16   | \$5,397.17   | \$5,667.03   | \$5,950.38   |
|            |                                        | annual  | \$53,283.17  | \$55,947.33  | \$58,744.69  | \$61,681.93  | \$64,766.02  | \$68,004.32  | \$71,404.54  |
| 80062      | Building/Engineering Permit Technician | hourly  | \$18.54      | \$19.46      | \$20.44      | \$21.46      | \$22.53      | \$23.66      | \$24.84      |
|            |                                        | monthly | \$3,213.00   | \$3,373.65   | \$3,542.33   | \$3,719.45   | \$3,905.42   | \$4,100.69   | \$4,305.73   |
|            |                                        | annual  | \$38,556.00  | \$40,483.80  | \$42,507.99  | \$44,633.39  | \$46,865.06  | \$49,208.31  | \$51,668.73  |
| 80033      | Community Enhancement Officer          | hourly  | \$22.09      | \$23.19      | \$24.35      | \$25.57      | \$26.85      | \$28.19      | \$29.60      |
|            |                                        | monthly | \$3,828.77   | \$4,020.21   | \$4,221.22   | \$4,432.28   | \$4,653.90   | \$4,886.59   | \$5,130.92   |
|            |                                        | annual  | \$45,945.29  | \$48,242.55  | \$50,654.68  | \$53,187.41  | \$55,846.78  | \$58,639.12  | \$61,571.08  |

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

**City Employees Association (CEA)**

| Job Number | Title                                  | Step 1  | Step 2      | Step 3      | Step 4      | Step 5      | Step 6      | Step 7       |
|------------|----------------------------------------|---------|-------------|-------------|-------------|-------------|-------------|--------------|
| 42048      | Construction Clerk                     | hourly  | \$17.09     | \$17.95     | \$18.85     | \$19.79     | \$20.78     | \$21.82      |
|            |                                        | monthly | \$2,963.03  | \$3,111.18  | \$3,266.74  | \$3,430.08  | \$3,601.58  | \$3,781.66   |
|            |                                        | annual  | \$35,556.34 | \$37,334.16 | \$39,200.87 | \$41,160.91 | \$43,218.96 | \$45,379.91  |
| 80077      | Engineering Assistant                  | hourly  | \$24.95     | \$26.19     | \$27.50     | \$28.88     | \$30.32     | \$31.84      |
|            |                                        | monthly | \$4,323.88  | \$4,540.08  | \$4,767.08  | \$5,005.43  | \$5,255.71  | \$5,518.49   |
|            |                                        | annual  | \$51,886.58 | \$54,480.91 | \$57,204.96 | \$60,065.21 | \$63,068.47 | \$66,221.89  |
| 42045      | Finance Clerk                          | hourly  | \$17.10     | \$17.96     | \$18.85     | \$19.80     | \$20.79     | \$21.83      |
|            |                                        | monthly | \$2,964.29  | \$3,112.51  | \$3,268.13  | \$3,431.54  | \$3,603.12  | \$3,783.27   |
|            |                                        | annual  | \$35,571.52 | \$37,350.10 | \$39,217.60 | \$41,178.48 | \$43,237.41 | \$45,399.28  |
| 80026      | Housing Inspector                      | hourly  | \$22.09     | \$23.19     | \$24.35     | \$25.57     | \$26.85     | \$28.19      |
|            |                                        | monthly | \$3,828.77  | \$4,020.21  | \$4,221.22  | \$4,432.28  | \$4,653.90  | \$4,886.59   |
|            |                                        | annual  | \$45,945.29 | \$48,242.55 | \$50,654.68 | \$53,187.41 | \$55,846.78 | \$58,639.12  |
| 42050      | Housing Specialist                     | hourly  | \$17.09     | \$17.95     | \$18.85     | \$19.79     | \$20.78     | \$21.82      |
|            |                                        | monthly | \$2,963.03  | \$3,111.18  | \$3,266.74  | \$3,430.08  | \$3,601.58  | \$3,781.66   |
|            |                                        | annual  | \$35,556.34 | \$37,334.16 | \$39,200.87 | \$41,160.91 | \$43,218.96 | \$45,379.91  |
| 42049      | Housing Technician                     | hourly  | \$15.54     | \$16.31     | \$17.13     | \$17.99     | \$18.89     | \$19.83      |
|            |                                        | monthly | \$2,693.16  | \$2,827.81  | \$2,969.21  | \$3,117.67  | \$3,273.55  | \$3,437.23   |
|            |                                        | annual  | \$32,317.88 | \$33,933.78 | \$35,630.47 | \$37,411.99 | \$39,282.59 | \$41,246.72  |
| 42020      | Imaging Specialist                     | hourly  | \$17.10     | \$17.96     | \$18.85     | \$19.80     | \$20.79     | \$21.83      |
|            |                                        | monthly | \$2,964.29  | \$3,112.51  | \$3,268.13  | \$3,431.54  | \$3,603.12  | \$3,783.27   |
|            |                                        | annual  | \$35,571.52 | \$37,350.10 | \$39,217.60 | \$41,178.48 | \$43,237.41 | \$45,399.28  |
| 80070      | Information Systems Supervisor         | hourly  | \$37.92     | \$39.82     | \$41.81     | \$43.90     | \$46.10     | \$48.40      |
|            |                                        | monthly | \$6,573.65  | \$6,902.33  | \$7,247.44  | \$7,609.82  | \$7,990.31  | \$8,389.82   |
|            |                                        | annual  | \$78,883.74 | \$82,827.93 | \$86,969.32 | \$91,317.79 | \$95,883.68 | \$100,677.86 |
| 80043      | Information Systems Support Technician | hourly  | \$20.95     | \$22.00     | \$23.10     | \$24.25     | \$25.46     | \$26.74      |
|            |                                        | monthly | \$3,631.17  | \$3,812.73  | \$4,003.36  | \$4,203.53  | \$4,413.71  | \$4,634.39   |
|            |                                        | annual  | \$43,574.03 | \$45,752.73 | \$48,040.37 | \$50,442.39 | \$52,984.51 | \$55,612.73  |

**City Employees Association (CEA)**

| Job Number | Job Title                                    | Step 1  | Step 2      | Step 3      | Step 4      | Step 5      | Step 6      | Step 7      |
|------------|----------------------------------------------|---------|-------------|-------------|-------------|-------------|-------------|-------------|
| 80037      | Management Analyst                           | hourly  | \$27.05     | \$28.41     | \$29.83     | \$31.32     | \$32.88     | \$34.53     |
|            |                                              | monthly | \$4,689.22  | \$4,923.68  | \$5,169.86  | \$5,428.35  | \$5,699.77  | \$5,984.76  |
|            |                                              | annual  | \$56,270.58 | \$59,084.11 | \$62,038.32 | \$65,140.24 | \$68,397.25 | \$71,817.11 |
| 80069      | Management Assistant                         | hourly  | \$25.21     | \$26.47     | \$27.80     | \$29.19     | \$30.64     | \$32.18     |
|            |                                              | monthly | \$4,369.92  | \$4,588.42  | \$4,817.84  | \$5,058.73  | \$5,311.67  | \$5,577.25  |
|            |                                              | annual  | \$52,439.10 | \$55,061.05 | \$57,814.11 | \$60,704.81 | \$63,740.05 | \$66,927.05 |
| 80052      | Payroll Specialist                           | hourly  | \$21.98     | \$23.08     | \$24.23     | \$25.44     | \$26.72     | \$28.05     |
|            |                                              | monthly | \$3,809.70  | \$4,000.19  | \$4,200.19  | \$4,410.20  | \$4,630.71  | \$4,862.25  |
|            |                                              | annual  | \$45,716.40 | \$48,002.22 | \$50,402.33 | \$52,922.45 | \$55,568.57 | \$58,347.00 |
| 80051      | Program Coordinator                          | hourly  | \$21.44     | \$22.51     | \$23.63     | \$24.82     | \$26.06     | \$27.36     |
|            |                                              | monthly | \$3,715.71  | \$3,901.49  | \$4,096.57  | \$4,301.40  | \$4,516.47  | \$4,742.29  |
|            |                                              | annual  | \$44,588.48 | \$46,817.91 | \$49,158.80 | \$51,616.74 | \$54,197.58 | \$56,907.46 |
| 80031      | Program Supervisor                           | hourly  | \$27.06     | \$28.42     | \$29.84     | \$31.33     | \$32.90     | \$34.54     |
|            |                                              | monthly | \$4,690.89  | \$4,925.43  | \$5,171.70  | \$5,430.29  | \$5,701.80  | \$5,986.89  |
|            |                                              | annual  | \$56,290.66 | \$59,105.19 | \$62,060.45 | \$65,163.47 | \$68,421.65 | \$71,842.73 |
| 80081      | Program Supervisor Y-Rated A                 | hourly  | \$36.85     |             |             |             |             |             |
|            |                                              | monthly | \$6,387.17  |             |             |             |             |             |
|            |                                              | annual  | \$76,646.02 |             |             |             |             |             |
| 80019      | Recreation & Community Operations Supervisor | hourly  | \$34.40     | \$36.12     | \$37.93     | \$39.83     | \$41.82     | \$43.91     |
|            |                                              | monthly | \$5,963.40  | \$6,261.57  | \$6,574.65  | \$6,903.38  | \$7,248.55  | \$7,610.98  |
|            |                                              | annual  | \$71,560.79 | \$75,138.83 | \$78,895.77 | \$82,840.56 | \$86,982.59 | \$91,331.72 |
| 80035      | Senior Finance Clerk                         | hourly  | \$20.93     | \$21.97     | \$23.07     | \$24.22     | \$25.44     | \$26.71     |
|            |                                              | monthly | \$3,627.17  | \$3,808.53  | \$3,998.96  | \$4,198.90  | \$4,408.85  | \$4,629.29  |
|            |                                              | annual  | \$43,526.05 | \$45,702.35 | \$47,987.47 | \$50,386.85 | \$52,906.19 | \$55,551.50 |
| 42052      | Senior Housing Specialist                    | hourly  | \$21.67     | \$22.76     | \$23.90     | \$25.09     | \$26.34     | \$27.66     |
|            |                                              | monthly | \$3,766.77  | \$3,944.61  | \$4,141.84  | \$4,348.93  | \$4,566.38  | \$4,794.70  |
|            |                                              | annual  | \$45,081.27 | \$47,335.33 | \$49,702.10 | \$52,187.20 | \$54,796.56 | \$57,536.39 |
|            |                                              |         |             |             |             |             |             |             |
|            |                                              |         |             |             |             |             |             |             |
|            |                                              |         |             |             |             |             |             |             |
|            |                                              |         |             |             |             |             |             |             |

**City Employees Association (CEA)**

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

# SEIU Employees

| Job Number | Title                     | Step 1  | Step 2      | Step 3      | Step 4      | Step 5      | Step 6      | Step 7      |
|------------|---------------------------|---------|-------------|-------------|-------------|-------------|-------------|-------------|
| 40061      | Equipment Mechanic        | hourly  | \$20.81     | \$21.85     | \$22.94     | \$24.09     | \$26.55     | \$27.88     |
|            |                           | monthly | \$3,606.37  | \$3,786.69  | \$3,976.03  | \$4,174.83  | \$4,383.57  | \$4,602.75  |
|            |                           | annual  | \$43,276.48 | \$45,440.30 | \$47,712.32 | \$50,097.93 | \$52,602.83 | \$55,232.97 |
| 40054      | Maintenance Worker I      | hourly  | \$17.54     | \$18.41     | \$19.33     | \$20.30     | \$22.38     | \$23.50     |
|            |                           | monthly | \$3,039.46  | \$3,191.43  | \$3,351.00  | \$3,518.55  | \$3,694.48  | \$3,879.20  |
|            |                           | annual  | \$36,473.49 | \$38,297.16 | \$40,212.02 | \$42,222.62 | \$44,333.75 | \$46,550.44 |
| 40055      | Maintenance Worker II     | hourly  | \$19.29     | \$20.25     | \$21.27     | \$22.33     | \$24.62     | \$25.85     |
|            |                           | monthly | \$3,343.46  | \$3,510.63  | \$3,686.16  | \$3,870.47  | \$4,063.99  | \$4,267.19  |
|            |                           | annual  | \$40,121.50 | \$42,127.57 | \$44,233.95 | \$46,445.65 | \$48,767.93 | \$51,206.33 |
| 40053      | Senior Equipment Mechanic | hourly  | \$22.89     | \$24.03     | \$25.23     | \$26.49     | \$29.21     | \$30.67     |
|            |                           | monthly | \$3,966.99  | \$4,165.34  | \$4,373.61  | \$4,592.29  | \$4,821.91  | \$5,063.00  |
|            |                           | annual  | \$47,603.93 | \$49,984.13 | \$52,483.33 | \$55,107.50 | \$57,862.87 | \$60,756.02 |
| 40060      | Senior Maintenance Worker | hourly  | \$21.29     | \$22.36     | \$23.47     | \$24.65     | \$27.17     | \$28.53     |
|            |                           | monthly | \$3,690.59  | \$3,875.12  | \$4,068.88  | \$4,272.32  | \$4,485.94  | \$4,710.24  |
|            |                           | annual  | \$44,287.14 | \$46,501.49 | \$48,826.57 | \$51,267.89 | \$53,831.29 | \$56,522.85 |
| 40062      | Street Sweeper Operator   | hourly  | \$19.77     | \$20.76     | \$21.80     | \$22.89     | \$25.23     | \$26.50     |
|            |                           | monthly | \$3,427.02  | \$3,598.37  | \$3,778.29  | \$3,967.20  | \$4,165.56  | \$4,373.84  |
|            |                           | annual  | \$41,124.20 | \$43,180.41 | \$45,339.43 | \$47,606.40 | \$49,986.72 | \$52,486.05 |

**Police Officers Association (POA)**

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

**Police Officers Association (POA)**

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

**Police Management Employees Association (PMEA)**

| Job Number | Title            |         | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       | Step 6       | Step 7       |
|------------|------------------|---------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 30089      | Police Commander | hourly  | \$55.82      | \$58.61      | \$61.54      | \$64.62      | \$67.85      | \$71.25      | \$74.81      |
|            |                  | monthly | \$9,675.93   | \$10,159.72  | \$10,667.71  | \$11,201.09  | \$11,761.15  | \$12,349.21  | \$12,966.67  |
|            |                  | annual  | \$116,111.12 | \$121,916.68 | \$128,012.51 | \$134,413.14 | \$141,133.79 | \$148,190.48 | \$155,600.01 |
|            |                  |         |              |              |              |              |              |              |              |

## Part-Time Employees

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

[illegible]

|      |                        |        |         |         |         |         |         |         |         |
|------|------------------------|--------|---------|---------|---------|---------|---------|---------|---------|
| PT27 |                        | hourly | \$21.75 | \$22.19 | \$22.63 | \$23.09 | \$23.55 | \$24.02 | \$24.50 |
| PT28 |                        | hourly | \$22.19 | \$22.63 | \$23.09 | \$23.55 | \$24.02 | \$24.50 | \$24.99 |
| PT29 | Civilian Dispatcher    | hourly | \$22.63 | \$23.09 | \$23.55 | \$24.02 | \$24.50 | \$24.99 | \$25.49 |
| PT30 | Reserve Police Officer | hourly | \$23.09 | \$23.55 | \$24.02 | \$24.50 | \$24.99 | \$25.49 | \$26.00 |

### CITY OF BALDWIN PARK

### Part-Time Employees

| Range Number | Title                        | Step 1 | Step 2 | Step 3 | Step 4 | Step 5  | Step 6  | Step 7  |
|--------------|------------------------------|--------|--------|--------|--------|---------|---------|---------|
| PT1          | Cashier                      |        |        |        |        | \$14.07 | \$14.35 | \$14.64 |
|              | Youth Employment Participant |        |        |        |        | \$14.07 | \$14.35 | \$14.64 |



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



**RESOLUTION NO. 2020-058**

**A RESOLUTION OF THE CITY COUNCIL TO APPROVE A "Y" RATE OF EMPLOYEES SUBJECT TO DEMOTION AS PART OF THE CITY'S WORKFORCE REDUCTION PROCESS**

**WHEREAS**, the Public Works Reorganization as approved by City Council provides efficiencies and significant cost savings that will result in a reduction in the City's workforce; and

**WHEREAS**, the salary determination section of the Personnel Rules, 13.1, does not ordinarily permit affected employees to retain their current salary upon demotion; and

**WHEREAS**, City Council has approved as a one time exception a "Y" rating of employees who may be subject to demotion as part of the City's workforce reduction process; and

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

**SECTION 1.** The City Council of the City of Baldwin Park adopts CC Resolution No. 2020-058 to approve "Y" rating of employees who will be subject to demotion as part of the City's workforce reduction process.

**PASSED, APPROVED, AND ADOPTED this 4th day of November, 2020.**

---

MANUEL LOZANO  
MAYOR

**ATTEST:**

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

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-058** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **November 4, 2020** and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

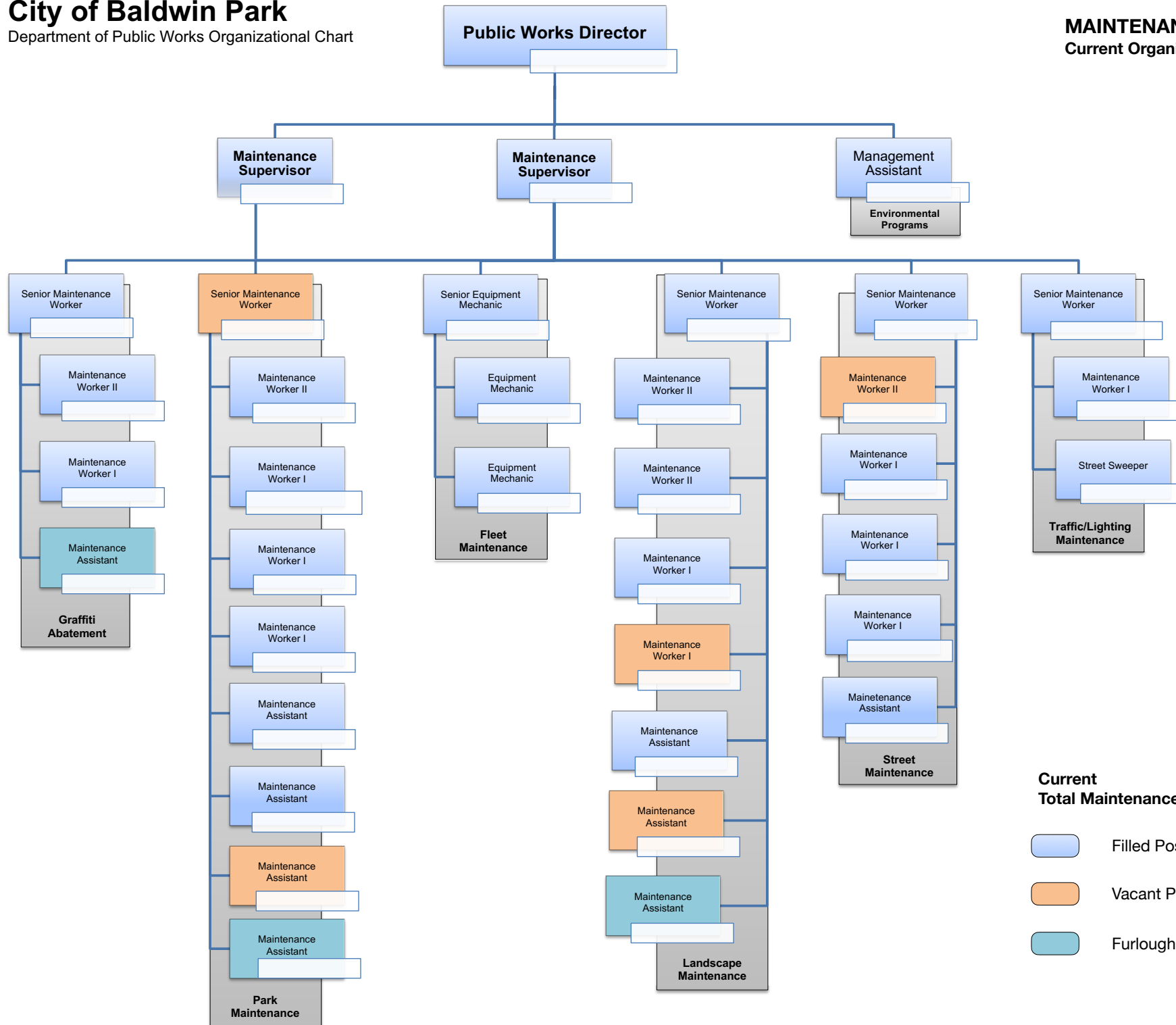
NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

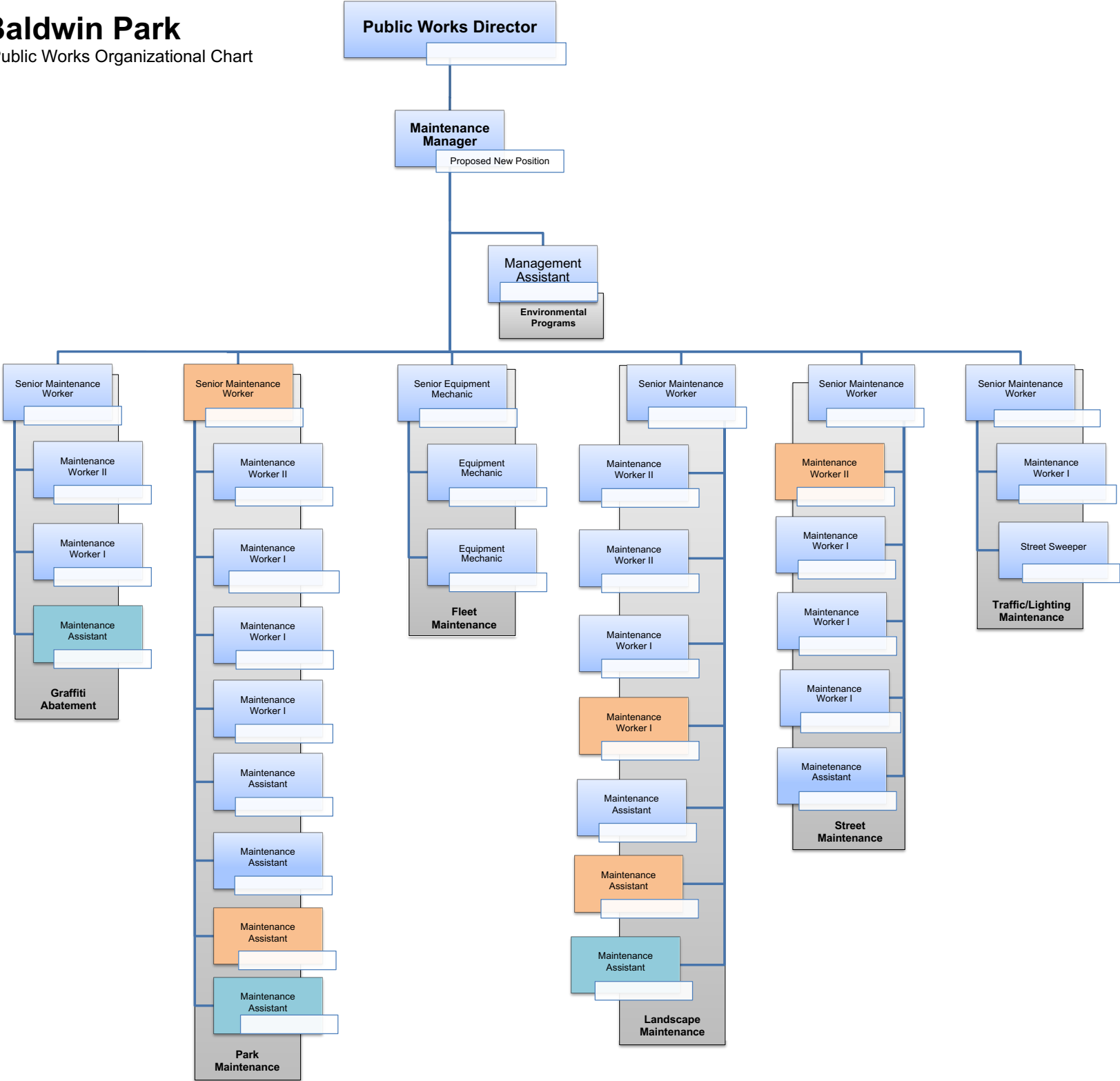
ABSTAIN: COUNCIL MEMBERS:

---

LOURDES MORALES  
CHIEF DEPUTY CITY CLERK



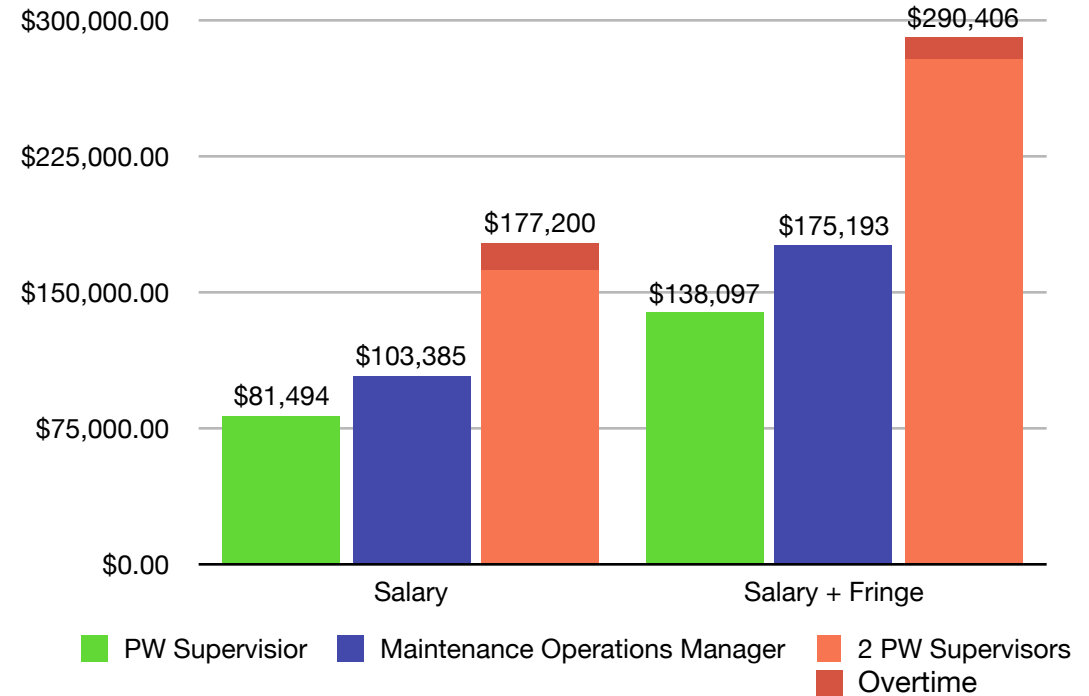
City of Baldwin Park  
Department of Public Works Organizational Chart  
Proposed



# PW Maintenance Operations Manager

Cost Comparison\*

| City            | Ending Salary     |
|-----------------|-------------------|
| Pico Rivera     | \$9,399.00        |
| Alhambra        | \$9,378.00        |
| Diamond Bar     | \$9,323.75        |
| Pasadena        | \$9,207.00        |
| Azusa           | \$8,824.00        |
| Glendale        | \$8,767.00        |
| Rosemead        | \$8,515.00        |
| La Puente       | \$7,868.00        |
| <b>Proposed</b> | <b>\$8,615.47</b> |



## Classified Management Employees Association (CMEA)

| Job Number | Title                                       |         | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       | Step 6       | Step 7        |
|------------|---------------------------------------------|---------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| 31041      | Assistant Accounting Manager                | hourly  | \$44.29      | \$46.51      | \$48.83      | \$51.28      | \$53.84      | \$56.53      | \$59.36       |
|            |                                             | monthly | \$7,677.65   | \$8,061.53   | \$8,464.61   | \$8,887.84   | \$9,332.23   | \$9,798.85   | \$10,288.79   |
|            |                                             | annual  | \$92,131.83  | \$96,738.42  | \$101,575.34 | \$106,654.11 | \$111,986.81 | \$117,586.15 | \$123,465.46  |
| 31025      | Building Official/Plan Check Supervisor     | hourly  | \$44.46      | \$46.68      | \$49.02      | \$51.47      | \$54.04      | \$56.74      | \$59.58       |
|            |                                             | monthly | \$7,706.54   | \$8,091.87   | \$8,496.46   | \$8,921.28   | \$9,367.35   | \$9,835.71   | \$10,327.50   |
|            |                                             | annual  | \$92,478.46  | \$97,102.39  | \$101,957.51 | \$107,055.38 | \$112,408.15 | \$118,028.56 | \$123,929.99  |
| 31010      | Engineering Manager                         | hourly  | \$44.29      | \$46.50      | \$48.83      | \$51.27      | \$53.83      | \$56.53      | \$59.35       |
|            |                                             | monthly | \$7,676.93   | \$8,060.77   | \$8,463.81   | \$8,887.00   | \$9,331.35   | \$9,797.92   | \$10,287.82   |
|            |                                             | annual  | \$92,123.14  | \$96,729.29  | \$101,565.76 | \$106,644.05 | \$111,976.25 | \$117,575.06 | \$123,453.81  |
| 31011      | Public Works Maintenance Operations Manager | hourly  | \$ 37.09     | \$ 38.94     | \$ 40.89     | \$ 42.94     | \$ 45.08     | \$ 47.34     | \$ 49.70      |
|            |                                             | monthly | \$ 6,429.00  | \$ 6,750.45  | \$ 7,087.97  | \$ 7,442.37  | \$ 7,814.49  | \$ 8,205.21  | \$ 8,615.47   |
|            |                                             | annual  | \$ 77,148.00 | \$ 81,005.40 | \$ 85,055.67 | \$ 89,308.45 | \$ 93,773.88 | \$ 98,462.57 | \$ 103,385.70 |

\* Includes approximately \$14,212 in overtime for PW Supervisors. Maintenance Manager will be CMEA with no overtime. **Over \$115K in estimated savings annually.**

**STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Robert A. López, Chief of Police  
**DATE:** November 4, 2020  
**SUBJECT:** City Jail Operations

**SUMMARY**

Due to the recent economic downturn and resulting loss of revenues the Police Department was directed to cut 15% of its budget for FY2020-21. To meet this mandate staff found it necessary to recommend the closing of the City Jail in the current fiscal year's budget. City Council expressed a strong interest in keeping the jail open and staff was directed to return to Council to provide options as well as to provide a professional recommendation.

**RECOMMENDATION**

It is recommended that the City Council

1. Keep the City of Baldwin Park Jail operational; and
2. Appropriate the additional funding listed below in an amount not to exceed \$327,655 for the jail's continued operation for the remainder of FY2020-21; and
3. Authorize the Finance Director to make the necessary budget adjustment and appropriations; and
4. Authorize the Chief of Police, City Attorney, and Mayor to receive, review and execute the agreement with the firm of \_\_\_\_\_ to be effective beginning December 1, 2020.

**FISCAL IMPACT**

Staff was directed to examine two options: keeping the City Jail open and increasing revenues from its operation, or closing the jail and booking Baldwin Park arrestees elsewhere. Staff has identified two service providers suitable for use in retaining the jail:

| Retain Jail Costs:        | G4S Services       | Southwest Patrol, Inc. |
|---------------------------|--------------------|------------------------|
| Jailers, facility, admin. | (\$410,901)        | (\$378,199)            |
| Capital upgrades          | (\$45,000)         | (\$45,000)             |
| Program income            | \$45,544           | \$45,544               |
| Cost per booking          | \$0                | \$0                    |
| Housing per day           | \$0                | \$0                    |
| <b>Total cost</b>         | <b>(\$410,357)</b> | <b>(\$377,655)</b>     |

For closing the city jail, staff has identified the El Monte City Jail as the most ideal outside service provider because it is much less expensive than the Sheriff's Department. Also, El Monte jailers will transport Baldwin Park arrestees to the El Monte Courthouse at no additional cost.

| Close Jail Costs:         | El Monte City Jail | Sheriff's Department |
|---------------------------|--------------------|----------------------|
| Jailers, facility, admin. | \$0                | \$0                  |
| Program income            | \$0                | \$0                  |
| Cost per booking          | (\$135)            | (\$205)              |
| Housing per day           | (\$50)             | (\$205)              |
| <b>Total cost</b>         | <b>(\$190,226)</b> | <b>(\$357,533)</b>   |

\$50,000 has already been budgeted for jail expenses for this fiscal year, therefore the additional amount needed to retain the jail is approximately \$327,655 should the lowest bidding company be awarded the service contract. In order to close the jail and book arrestees elsewhere, \$140,226 in additional funding would be needed to fund the least expensive outside service provider.

## **BACKGROUND**

The City of Baldwin Park opened its City Jail for operations in 1997. It has operated continuously since then. In FY2019-20, the City faced serious budget constraints continuing forward into FY2020-21. In order to meet required budget cuts, the Police Department examined all areas of costs. One significant area identified as a potential source of significant budget reduction was the City Jail. Staff submitted the Police Department's proposed FY2020-21 budget with the City Jail budget eliminated.

At the August 5, 2020 regular meeting of the City Council, staff was directed to bring back information on a new source of potential income as an alternative to closing the City Jail. Staff has studied the options of keeping the jail open versus closing the jail, and the study results are below.

### **Keeping the Baldwin Park City Jail Open**

|                                 |                                                           |
|---------------------------------|-----------------------------------------------------------|
| Private provider contract       | \$360,000 (lowest bid)                                    |
| PD administrative oversight     | \$4,489 (approx. 5 hours/mo. @ top step Cmdr - @74.81/hr) |
| Facility utilities, maintenance | \$13,710/yr (per Building Maintenance Supervisor)         |
| Capital upgrades                | \$45,000                                                  |
| Total City Jail cost (overhead) | \$423,199                                                 |

|                        |          |
|------------------------|----------|
| Irwindale PD income    | \$7,500  |
| BPUSD PD income        | \$1,500  |
| CHP income             | \$27,300 |
| Pay to Stay income     | \$9,244  |
| Total City Jail income | \$45,544 |

Total Baldwin Park City Jail net negative impact to the General Fund: \$377,655

Source data for the above figures are as follows:

After providing a discounted quote of \$356,249.00 for FY 2020-21, the GEO Group (the City's current jail service provider) notified the City that they intend to cancel our service contract in September, 2020. Staff has obtained a service extension until the end of November, 2020.

Staff have obtained service quotes from two other private jail providers to assume operation of the City Jail. Southwest Patrol, Inc. has offered a bid of \$360,000.00 per year and G4S Secure Solutions, Inc. has offered a bid of \$392,701.80 (with price increases after the first year). Both bids are attached. A third bid is expected after the posting of the agenda for the November 4, 2020 City Council meeting and will be submitted to the City Council on November 4, 2020.

Facility upgrade costs represent the paint, booking cell camera replacement, and other repairs as presented to Council in the most previous study session.

The Irwindale Police Department and Baldwin Park Unified School District Police Department contract with the City to book arrestees at the Baldwin Park Jail. Given the reduction in arrests and bookings

seen as a result of bail reductions imposed by the County due to COVID-19 and safer practices among field officers, staff estimates that combined income from these two agencies will be approximately \$9,000.00 per year.

Staff studied reinvigorating the City Jail's "Pay to Stay" program. Staff audited income from program years 2009 through 2016. The average net income realized during that time was \$18,487 per year. Due to substantial reductions in the number of arrests being made and jail sentences being imposed by the courts due to the pandemic, staff believes that 50% of previous income, or \$9,244 per year, is a prudent estimation of the maximum possible income this fiscal year.

Staff studied the addition of California Highway Patrol (CHP) officers booking at the Baldwin Park City Jail. CHP estimates that they can bring 50-100 new bookings per month to the City Jail. CHP, however, would not pay Baldwin Park for this service; instead, income would come from the standard \$175.00 booking fee which Baldwin Park charges to all persons booked at the City Jail. The Finance Department reports that 87% of booking fees are never paid, even after being serviced by CB Merchants debt collectors. As such, the most that the City might realize from this new income source is estimated at \$27,300 per year.

At the October 21, 2020, City Council meeting, staff was directed to bring back information on which local cities have their own city jail and which do not. Staff examined the cities within Disaster Management Area D, of which Baldwin Park is a member city. Area D is comprised of thirteen cities with their own police departments and ten cities which contract with the Sheriff's Department. Of the thirteen cities with police departments, all but the smallest two by population - Irwindale and Sierra Madre - operate their own city jails.

Staff was directed to explore grant opportunities and the possibility of the use of asset forfeiture funds to help support jail expenses. Staff has tasked California Consulting with researching grant opportunities but none have yet been found. Staff consulted with the United States Department of Justice regarding use of asset forfeiture funds. These funds may not be used to pay for salaries, food, beverages or other personal care items. Such expenses represent the vast majority of jail operational costs.

#### Temporarily Closing the Baldwin Park City Jail, Retrofit Considerations

At the October 21, 2020, City Council meeting, staff was directed to bring back information regarding retrofits that might become necessary should the jail be temporarily closed and later reopened. The thought was that such retrofits are not currently needed because the jail is open and these retrofits would not be deemed necessary unless the jail was closed and then reopened in the future.

Staff has consulted with the California Board of State and Community Corrections, the agency with direct oversight of the jail facility and the agency which conducts annual inspections of the jail. Staff spoke with the field representative who personally conducted the February, 2020 inspection of the City Jail and approved the jail's current conditions at that time. The BSCC informed staff that it has been and continues to be the practice of BSCC to hold detention facilities that elect to close for a short period of time to reopen with the same standards to which they were originally held. In Baldwin Park's case, these are the standards from 1976, the year the jail's plans were originally submitted.

No retrofits of any kind would be called for in the event of a temporary closure of the jail in order to meet BSCC standards.

### Closing the Baldwin Park City Jail, Booking at El Monte City Jail

|                                       |                                                                          |
|---------------------------------------|--------------------------------------------------------------------------|
| Cost of booking at El Monte Jail      | \$135 per booking, \$50 per additional day of housing                    |
| Average BP arrests past 3 years       | 1911                                                                     |
| 50% reduction due to COVID-19         | 955 (per COVID bail rules and estimated by Jail Supervisor)              |
| Cost of bookings:                     | \$128,925 (955 bookings x \$135)                                         |
| Est. cost of additional housing days: | \$19,100 (80% released, 20% housed; avg. 2 additional days housing each) |
| Subtotal:                             | \$148,025                                                                |

|                                          |                                                                                                                                                           |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Additional officers' time booking at EM: | Approx. 1 hour (drive time to and from, processing at El Monte, new additional driving now required to book property/evidence at Baldwin Park PD station) |
| Officer rate:                            | \$44.19 (top step officer base pay)                                                                                                                       |
| Subtotal:                                | \$42,201 (955 bookings x 1 hour x \$44.19)                                                                                                                |

Total El Monte City Jail net negative impact to the General Fund \$190,226

Staff also studied the cost of booking arrestees at the Sheriff's Department:

### Closing the Baldwin Park City Jail, Booking at the Los Angeles County Sheriff's Department

|                                       |                                                                          |
|---------------------------------------|--------------------------------------------------------------------------|
| Cost of booking at Sheriff's Dept     | \$204 per booking, \$204 per additional day of housing                   |
| Average BP arrests past 3 years       | 1911                                                                     |
| 50% reduction due to COVID-19         | 955 (per COVID bail rules and estimated by Jail Supervisor)              |
| Cost of bookings:                     | \$194,820 (955 bookings x \$204)                                         |
| Est. cost of additional housing days: | \$78,310 (80% released, 20% housed; avg. 2 additional days housing each) |
| Subtotal:                             | \$273,130                                                                |

|                                          |                                                                                                                                                                    |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Additional officers' time booking at SD: | Approx. 2 hours (drive time to and from, processing at Twin Towers Jail, new additional driving now required to book property/evidence at Baldwin Park PD station) |
| Officer rate:                            | \$44.19 (top step officer base pay)                                                                                                                                |
| Subtotal:                                | \$84,403 (955 bookings x 2 hours x \$44.19)                                                                                                                        |

Total Sheriff's Department net negative impact to the General Fund \$357,533

The Los Angeles County Superior Court realigned City of Baldwin Park criminal cases to the El Monte Courthouse, making the El Monte PD the ideal choice at which to book arrestees as El Monte jailers will transport Baldwin Park arrestees to court at no additional cost.

Staff have worked closely with El Monte PD staff to draft a proposed agreement between the two cities, and the proposed agreement is attached. The agreement, if signed, will be dated and take effect on the El Monte City Council meeting date immediately following that of the Baldwin Park City Council meeting.

### **ALTERNATIVES**

1. Keep the Baldwin Park City Jail open, appropriate funds for its continued operation in the amount of \$327,665 and authorize the Police Chief, City Attorney and Mayor to receive, review and execute an agreement with the most suitable of the two lowest bidders.
2. Close the Baldwin Park City Jail and enter into the proposed agreement with the City of El Monte to book and house arrestees at their jail facility.
3. Council may provide other direction however time is of the essence as the GEO Group contract extension expires at the end of November, 2020.

### **LEGAL REVIEW**

The proposed agreements have been reviewed by the City Attorney as to form and content.

### **ATTACHMENTS**

1. Proposed agreement with the City of El Monte.
2. Service quote from Southwest Patrol, Inc.
3. Service quote from G4S Secure Solutions, Inc.



2020

AGREEMENT BETWEEN THE CITY OF EL MONTE AND THE CITY OF BALDWIN PARK TO BOOK AND HOUSE JAIL INMATES OF THE BALDWIN PARK POLICE DEPARTMENT ARRESTEES AT THE EL MONTE CITY JAIL

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "El Monte") and the CITY OF BALDWIN PARK, a municipal corporation (hereinafter, "Baldwin Park"). For the purposes of this Agreement, El Monte and Baldwin Park may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to El Monte or Baldwin Park interchangeably.

RECITALS

WHEREAS, El Monte owns, maintains and operates the El Monte City Jail ("El Monte Jail"); and

WHEREAS, Baldwin Park desires to use the El Monte Jail to house its arrestees; and

WHEREAS, EL MONTE developed plans and specifications to complete the necessary work to implement the Project; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of \_\_\_\_\_, 2020 under Agenda Item No. \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, El Monte and Baldwin Park agree as follows:

**ARTICLE I – PURPOSE AND SCOPE OF SERVICE**

The purpose of this Agreement is to establish the requirements between El Monte and Baldwin Park for the booking and housing of Baldwin Park Police Department arrestees at the El Monte Jail. The Agreement delineates each party's responsibilities relative to this relationship.

Subject to the provisions of this Agreement, El Monte agrees to accept and provide for the secure custody, care, and safekeeping of Baldwin Park Police Department arrestees

in accordance with state and local laws, standards, policies and procedures, or court orders applicable to the operations of a Type I Jail Facility. Any physically and/or mentally ill or injured prisoner, pregnant/lactating woman, arrestee with a communicable disease, or prisoner taking prescribed medication(s) (as specified in the City of El Monte Police Jail Manual Medical Procedures) will not be accepted in the El Monte City Jail. Further, El Monte reserves the right to refuse to house any arrestees at its sole discretion.

Neither this Agreement nor any interest therein may be assigned or transferred to any other party without advanced written consent from the other party.

## **ARTICLE II – TERM**

This Agreement shall have a term of two (2) years commencing from the Effective Date (hereinafter, the “Term”). The Agreement may be extended by El Monte subject to its same terms and conditions for a maximum of two (2) additional one-year extension terms, provided El Monte issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term.

## **ARTICLE III – TRANSPORTATION**

Baldwin Park Police Department agrees to transport those arrestees they desire to be held at the El Monte City Jail. The Baldwin Park Police Department shall contact the El Monte Police Jail Facility prior to any such transport and advise the number of arrestees, and the charges of the arrestee(s). Female inmates should be taken to Los Angeles County Detention Facility for long term housing. All Baldwin Park Police Department officers and inmates arriving at the El Monte Police Facility, shall comply with all El Monte Police directives for safety and protection of personnel and prisoners.

## **ARTICLE IV – BOOKING**

Upon arrival at the El Monte Jail, the arresting/transporting officer from Baldwin Park Police shall conduct a full pat-down search and remove all personal property from the arrestee (except clothing), including shoes. The arresting/transporting officer from Baldwin Park shall conduct a timely booking search in the jail booking area and be responsible for the seizure, documentation, and storage of located contraband. The arresting/transporting officer from Baldwin Park shall complete all El Monte Police booking documents. The El Monte Jailer will perform a secondary booking search in the presence of the arresting/transporting officer from the Baldwin Park Police Department. Any evidence or contraband will be turned over to the arresting/transporting officer. In the event that the Baldwin Park Police Department

arresting/transporting officer has reason to believe that the arrestee might meet specified criteria disallowing booking at the El Monte Jail (i.e., visible injuries on the arrestee, use of force on the arrestee, the arrestee exhibiting signs/symptoms of illness or injury, etc.), they shall transport the arrestee to the appropriate medical facility as soon as possible to receive a medical clearance prior to transporting the arrestee to the El Monte Jail.

Baldwin Park Police arresting/transporting officer will conduct a Pre-booking Medical Screening of all arrestees. If during the medical screening process and review by the El Monte Jail staff or the El Monte Police Watch Commander, it is determined that the arrestee meets specified criteria disallowing booking at the El Monte Jail, the Baldwin Park Police arresting/transporting officer shall transport the arrestee to the appropriate medical facility as soon as possible to obtain a medical clearance. If it is determined that a medical emergency exists, the L.A. County Fire Department Paramedics shall be summoned to the jail. If the paramedics determine the arrestee needs to be transported to the hospital, the arresting/transporting officer from Baldwin Park Police Department shall accompany the arrestee to the hospital. All costs associated with the emergency transportation of the arrestees by ambulance, as may be required by this paragraph, shall be borne by Baldwin Park.

All arrestees that have been injured or ill that have been seen and cleared by a doctor to be booked and housed at the El Monte Jail shall have written documentation from the attending doctor stating that the arrestee has been cleared or approved for booking and housing at the El Monte Jail.

Up until the point where the El Monte Police Jailer accepts full custody of the arrestee, the arresting/transporting officer from the Baldwin Park Police Department shall remain with their arrestee. The jail shall enter each arrestee into the Los Angeles County Jail Booking System (JDIC). El Monte Police Jail Staff shall Live Scan fingerprint and take a digital photograph of each arrestee. An electronic copy of each arrestee photograph will be furnished to the Baldwin Park Police Department.

Baldwin Park Police Department officers shall be responsible for completing Probable Cause Declarations ("PCD") as required by law. The PCD will be completed prior to the arresting/transporting officer leaving the El Monte Jail. Access and use of the LA County Online PCD System ("E-PCD") shall be provided to the Baldwin Park Police Department officers.

Juvenile arrestees/detentions will be booked and housed in non-secure or secure housing for a maximum of six (6) hours. If a juvenile is not expected to be released within the six (6) hour time limit, Baldwin Park Police Department personnel shall be

required to remove the juvenile from the El Monte Jail before the six (6) hour time limit expires. Juveniles requiring transportation to a juvenile detention facility will be the responsibility of Baldwin Park Police personnel.

Baldwin Park Officers shall be allowed to utilize the El Monte Jail Intoximeter for breath tests of DUI arrestees.

While utilizing the El Monte Jail, the Baldwin Park Police Department and its employees agree to comply with all regulations and guidelines of the El Monte Police Jail Manual. This manual is attached as Exhibit A of this Agreement.

#### **ARTICLE V – PRISONER PROPERTY**

The Jailer shall receive the prisoner's property and itemize each piece of property on the booking sheet. Excess property that cannot fit within the approved Los Angeles County Sheriff's property bag is to be retained by the Baldwin Park Police Department.

#### **ARTICLE VI – HOUSING**

Upon the completion of the booking process, the arrestee will be placed in general population, unless directed otherwise. The arrestees will remain in the custody of the El Monte Jail up to the point they are transported to court, or are released on a citation, released pursuant to California Penal Code Section 849, or post bail or bond. El Monte Police Jail staff will accept and process Bail and Bail Bonds, with all documents being forwarded to the Baldwin Park Police Department for final disposition. Jail staff will notify Baldwin Park Police Department dispatch of any Baldwin Park inmate that posts bail for release.

Arrestees approved for release shall be released from the El Monte Jail unless otherwise directed by the Baldwin Park Police Watch Commander.

#### **ARTICLE VII – NOTIFICATION OF RELEASE**

Whenever possible, the El Monte jailers shall notify the Baldwin Park Police Department Watch Commander before any Baldwin Park Police Department arrestee is released from custody.

#### **ARTICLE VIII – ACCESS TO INTERVIEW AND FACILITIES**

It will be the responsibility of the Baldwin Park Police Department to advise their arrestees of their constitutional rights and subsequent waiver and statement as required

by law.

El Monte Police Department will make available interview rooms for Baldwin Park officers and detectives to conduct arrestee interviews. A visitor interview room will also be available for prisoner visits and family members, clergy, and attorneys. Visitor interviews will be handled by the El Monte Police Jail staff.

## **ARTICLE IX – COURT TRANSPORTATION AND APPEARANCE**

The El Monte Jail staff and Police personnel will transport those arrestees designated for arraignment to the El Monte Superior Court jail lock-up. It will be the responsibility of the Baldwin Park Police Department to notify the Jail staff by 8:00 am on the day of their appearance in court which arrestees require transportation to court. Transportation will only be provided to the El Monte Superior Court. Transportation to any other courthouse shall be the sole responsibility of Baldwin Park Police Department.

Online Video Court Arraignment is operational at the El Monte Jail. El Monte Jail staff will facilitate video arraignment request from the Baldwin Park Police Department.

## **ARTICLE X – FEEDING**

Arrestee mealtimes are set at 0600 hours, 1200 hours and 1800 hours. Arrestees that come in between feeding periods will be afforded the opportunity to eat following the booking process.

## **ARTICLE XI – WARRANT CHECKS**

Prior to booking, it will be the responsibility of the Baldwin Park Police Department to conduct warrant checks on each arrestee based on known aliases and date of birth. All applicable law enforcement data banks shall be queried. Verified warrants shall be added to the arrestee's primary charge.

Notification of any supplemental warrants or wants or identified changes discovered by El Monte Jail staff will be added to the Los Angeles County Booking System by El Monte Jail staff. All added charges, warrants and documentation will be forwarded to the Baldwin Park Police Department.

## **ARTICLE XII – CRIMINAL HISTORY/RAPS**

The arrestee's criminal history records for criminal filing will be processed by the Baldwin Park Police Department.

**ARTICLE XIII – MEDICAL EMERGENCY TRANSPORTATION**

Once an arrestee is booked and placed in general population, and if an emergency condition develops, the L.A. County Fire Department Paramedics will be summoned. If the paramedics determine the inmate needs to be transported to a hospital for treatment, El Monte Police personnel will provide security to the hospital. The Baldwin Park Police Department Watch Commander shall be notified as soon as possible whenever one of their arrestees is transported from the El Monte Jail. The Baldwin Park Police Department will respond to the hospital facility and take custody of the inmate within 30 minutes of notification. Any delay in response, after the 30 minute grace period, may be billed at the hourly Police Officer rate for El Monte Police personnel assigned for transportation and security, with all associated cost paid by the Baldwin Park Police Department.

If the Baldwin Park Police Department is unable to respond to obtaining custody of an inmate within a reasonable period of time, at the discretion of the El Monte Police Watch Commander, the arrestee may be cited out, released under California Penal Code Section 849, or transported to L.A. County Jail for housing. All costs associated with arrestee transfers as provided for under this paragraph shall be borne by the Baldwin Park Police Department.

**ARTICLE XIV – NON-EMERGENCY MEDICAL TRANSPORTATION**

The Baldwin Park Police Department shall be notified prior to the transportation of an arrestee requiring non-emergency medical treatment. The Baldwin Park Police Department shall respond to complete the non-emergency medical transportation activities.

The El Monte Police Department Watch Commander may determine if conditions exist for the immediate removal and transport of the arrestee from the jail for non-emergency medical treatment prior to the Baldwin Park Police Department arrival. Assigned El Monte Police Department personnel will function as guards pending Baldwin Park Police Department personnel arrival.

The inmate may not return to the El Monte Jail unless they have been approved to be booked/housed at the El Monte Jail by a medical doctor. Responsibility and costs associated with arrestee transfer as provided for under this paragraph shall be borne by the Baldwin Park Police Department.

## **ARTICLE XV – BOOKING/HOUSING CHARGES**

Baldwin Park Police Department shall compensate the El Monte Police Department ONE HUNDRED THIRTY-FIVE DOLLARS (\$135.00) for each of their arrestees booked into the El Monte Jail. Additional costs associated with necessary medical services, including transportation and/or booking fees for an arrestee being transferred to L.A. County Jail prior to arraignment will be the responsibility of the Baldwin Park Police Department.

In addition to the booking charges, Baldwin Park Police Department shall pay the El Monte Police Department a daily housing fee of FIFTY DOLLARS (\$50.00) for every day the arrestee is housed at the El Monte Jail following the booking. The daily housing fee will not be charged on the same day as initial booking process fee and will instead commence at Noon the day following the booking. This housing fee is designed to recover the cost of feeding, services, hygiene and supervision of the inmate.

The El Monte Jail will maintain a ledger reflecting the arrestee's name, booking number/case number, date and time booked, date and time released, and method of release. Each month a copy of this ledger, along with an invoice, will be sent to the Baldwin Park Police Department for payment.

The Baldwin Park Police Department will submit payment for any invoices received within thirty (30) days of receipt.

Schedule of Increase of booking and housing fees effective July 1 of the respective Year:

|      | Booking Fee: | Daily Housing Fee: |
|------|--------------|--------------------|
| 2022 | \$ 140.00    | \$ 52.50           |
| 2024 | \$ 145.00    | \$ 55.00           |

## **ARTICLE XVI – INDEMNIFICATION AND INSURANCE**

A. Each City shall indemnify, defend, and hold harmless each other City, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each City or their personnel arising from or related to this Agreement; provided, however, that no City shall indemnify another City for that City's own negligence or willful misconduct. The reciprocal duty, to indemnify, defend and hold harmless as set forth under this Section, shall also embrace any employment-related

claims, including workers compensation claims brought by employees or other personnel of El Monte or Baldwin Park. This subsection shall survive the termination of this Agreement.

B. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Cities hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each City indemnifies, defends, and holds harmless each other City for any liability, cost, or expense that may be imposed upon such other City solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein. This subsection shall survive the termination of this Agreement.

C. Each City certifies that it has an adequate self-insured retention of funds to meet any obligation arising from this Agreement. Each City also certifies that it has an adequate self-insured retention of funds to meet any obligation or liability arising from this Agreement.

## **ARTICLE XVII – TERMINATION OF AGREEMENT**

Either party may discontinue this Agreement within sixty (60) days written notice or sooner if mutually agreed upon in writing by both parties.

## **ARTICLE XVIII – NOTICE**

All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

El Monte Police Department  
Attn: Chief of Police David Reynoso  
11333 Valley Blvd  
El Monte, CA 91731

Baldwin Park Police Department  
Attn: Chief of Police  
14403 Pacific Avenue  
Baldwin Park, CA 91706

## **ARTICLE XIX – MISCELLANEOUS**

A. EL MONTE'S RIGHT TO ENGAGE WITH OTHER PARTICIPATING CITIES: El Monte reserves the right to enter into other similar agreements with other cities and public agencies.

B. GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

C. ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

D. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

E. NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

F. CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

G. 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.

H. AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to El Monte approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

I. CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

J. INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

K. ENTIRE AGREEMENT: This Agreement, including all attached exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between El Monte and Baldwin Park prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties.

L. COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section M, above. One fully executed original counterpart shall be delivered to Baldwin Park and the remaining two original counterparts shall be retained by El Monte.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF EL MONTE**

**CITY OF BALDWIN PARK**

By: \_\_\_\_\_  
Alma K. Martinez  
City Manager

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Richard Padilla,  
Assistant City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Toll Free: 1(800) 716-0600  
Fax: (909) 861-2426

838 N. Diamond Bar Blvd.  
Diamond Bar, CA, 91765

## **SOUTHWEST PATROL, INC.**



### Proposal for Security Service City of Baldwin Park Police Department

Julio Martinez  
Manager  
Jail Operations

July 14, 2020

# **TABLE of CONTENTS**

|                           |            |
|---------------------------|------------|
| TOTAL SECURITY MANAGEMENT | Page 2     |
| SERVICES & LOCATIONS      | Page 3     |
| PERSONNEL SELECTION       | Pages 4-6  |
| UNIFORMS & EQUIPMENT      | Page 7     |
| BENEFITS & RECOGNITION    | Page 8     |
| INSURANCE & CONDITIONS    | Page 9-10  |
| PRICING                   | Page 11    |
| REFERENCES                | Page 12-13 |

## **Total Security Management**

*SOUTHWEST PATROL, INC.* is built on a strong foundation of providing services to meet each client's distinctive needs. Our foundation includes assuring each client that they and their assets will be well protected by our qualified and licensed security officers.

We are a multi-talented organization with expert professionals who have the background, education and experience to provide a superior level of service in a timely and cost-effective manner.

Our goal is to provide a single source of professional resources and technical expertise to perform a wide range of services to meet all of a company's or individual security-related needs. Whether in areas affecting human, financial, or physical resources, our objective is to protect assets and reduce exposure to loss.

The *SOUTHWEST PATROL, INC.* approach is designed to provide professional assistance to our clients in developing, staffing, and operating a security program or if there is an existing program, we work with the client in every way. The entire *SOUTHWEST PATROL, INC.* staff provides direct support to your supervisory training, loss prevention consulting, and commercial, industrial, and institutional security, to include high-rise buildings, fire-life safety systems, and emergency procedures.

Our administration is staffed with experienced, knowledgeable and professional employees who are waiting to provide you with prompt and courteous service. We hold our ethics and standards to the highest of levels and conduct ourselves accordingly, remembering that we work for you. Our mission is to provide you with one-source security solutions.

## **Services & Locations**

### **Our SERVICES include, but are not limited to:**

- ❖ Uniformed Officer / Plain clothes Officers
- ❖ Armed / Unarmed Officers
- ❖ Security Patrol Services
- ❖ Body Guards / Executive Protection
- ❖ Escort Services
- ❖ Internal Theft & Loss Prevention Services
- ❖ Investigations
- ❖ Undercover operations
- ❖ Security Consultations

### **We service, but are not limited to, the following types of LOCATIONS:**

- ❖ Airports / Bus Stations / Train Stations
- ❖ Apartments Complexes / Condominiums\
- ❖ Commercial / Industrial / Warehouse Building and Lots
- ❖ Construction sites/ Shopping Centers

### **SPECIAL EVENTS, include but are not limited to:**

- ❖ Banquets / Award Ceremonies
- ❖ Concerts
- ❖ Fairs and Carnivals
- ❖ Fund-raisers
- ❖ Funerals
- ❖ Government functions
- ❖ Political Parties
- ❖ Sale Events
- ❖ Shows (Car, Garden, Gun, Bridal, Computer, etc.)
- ❖ Sporting Events
- ❖ Strikes
- ❖ Weddings

## **Personnel Selection**

The selection processes an assessment of each applicant's character, ability, reputation, habits, and associates. They are required to take oral and written examinations, as well as complete a thorough background investigation. In addition, a complete criminal history check through the Department of Justice and the Bureau of Security and Investigative Service is conducted. An assessment of each applicant's profile and training is then made to ascertain if their background and prior employment is adequately suited to your company's specific needs. Additionally, all of our officers receive extensive training to develop their interpersonal relation skills so that they will be discreet and non-confrontational in situations requiring their intervention. Although the aforementioned seems more than sufficient, we go even further in ensuring quality service. Each shift has a patrol supervisor who is accountable for the activities of officers assigned to his/her shift.

### **Security Officers:**

Our security officers are trained and licensed and meet all requirements of the State for Private Security Guards, including age, citizenship/residency, and authorization to work in the United States. A background check of each security officer is not only conducted by the State, but is mandated and completed by *SOUTHWEST PATROL, INC.*

To best serve you, we can provide unarmed as well as armed, (formal or informal) uniformed or plain-clothes security officers. We have the ability to provide standing/foot patrol, bike patrol, or on-site vehicle patrol (including the use of golf-carts).

Whether you need security officers for your person, parking lot, small business or high-rise structure, we can meet all your needs.

Because society is forever changing, our officers continue training in the latest security and enforcement techniques and are kept up-to-date on the latest laws passed.

### Executive Protection:

Our “bodyguards” meet all State requirements, including certification. Bodyguard services are performed by experienced and certified bodyguards, retired law enforcement officers, reserve law enforcement officers or off-duty law enforcement officers.

Our certified “bodyguards” are experienced and fully trained in vehicle and motorcade tactics, close quarters tactics, and evacuation methods. Our “bodyguards” maintain their certifications for the usage of batons, pepper spray and firearms.

Because society is forever changing, our “bodyguards” continue training in the latest security and enforcement techniques and are kept up-to-date on the latest laws passed.

### Patrol Services:

Our patrol officers are trained and licensed and meet all requirements of the State for Private Security Guards, including age, citizenship/residency, and authorization to work in the United States. A background check of each patrol officer is not only conducted by the State, but is mandated and completed by *SOUTHWEST PATROL, INC.* Each patrol officer also maintains a valid driver’s license and must maintain a clean driving record.

Our patrol officers are trained and maintain their certifications for the usage of batons, pepper spray and firearms.

*SOUTHWEST PATROL, INC.* provides patrol services using either marked and unmarked vehicles. Each vehicle is fully equipped with emergency equipment, such as dispatch radios, cellular phones, traffic cones, first-aid kits, etc.

Patrol services include property lock-ups such as pool gates, laundry and recreation rooms, parking gates, offices, building structures, etc. Patrol services also issuing warnings, citing and towing of illegally parked vehicles, impose property rules and regulations, and respond to nuisance/disturbance calls.

Our patrol officers are professional and will meet your every expectation.

### Supervision:

All activities are performed under a very important element, **close supervision**. Additionally, the operations manager coordinates the activities of all supervisors and impromptu inspections around the clock at no additional cost to clients. In the event of a serious incident or emergency, the officer on duty will contact our dispatch, and a patrol supervisor will respond immediately to your location. The patrol supervisor will then remain at the location until the incident has been resolved.

### Overall:

We believe that an effective training program is the best way to distinguish ourselves from our competitor. The better trained our personnel are, the most capable our organization is; this, in turn, enables us to better serve our clients.

Training is a critically important, on-going process requiring the full-time, concentrated efforts of a dedicated manager. Our senior training officer is a hands-on professional who is responsible for the development and implementation of company training programs. Every security officer is enrolled in a structured program, from a new employee orientation to an especially designed, site-specific continuing education program. The senior training officer continually tracks progress, and the training flow is adjusted to allow each security the opportunity to achieve the desired results.

Ultimately, officers who excel are placed into a demanding supervisor-training course. When an officer exhibits the leadership and supervisory skills necessary, he/she will advance within the organization. The senior training officer works closely with the operation manager to ensure that training initiatives result in improved operation performance. In addition to managing our proactive training program, the senior training officer is also responsible for maintaining a liaison with community group and retail, industrial, and institutional facility manager. Additionally, the senior training officer provides security awareness and loss-prevention training, thereby developing an efficient security network. Taking a teamwork approach enables *SOUTHWEST PATROL, INC.* to address clients' issues and concerns, and work towards resolving problems in a proactive manner.

# **Uniforms & Equipment**

## **Uniforms:**

*SOUTHWEST PATROL, INC.* proposes to maximize dress, appearance, and bearing as a means of conveying professionalism and competency to the public. We place great emphasis on how an officer looks and how they conduct themselves. Security officers who present a clean, crisp image and conduct themselves with pride and a military bearing convey a positive and professional image to the public and are highly visible. We also believe it to be an outstanding deterrent to those who may pose problems for our clients. All of our officers have the highest grooming standards and look very professional.

The different uniform styles available have been widely accepted in all types of security environments. Their design is subtle yet authoritative enough for internal or external security use.

Should you desire to create your own uniform, tailored to meet the unique requirements of your particular facility, we will be pleased to work with you to design, adopt, or alter any uniform you wish so that it will meet your requirements and specifications.

## **Equipment:**

Each officer is equipped with basic equipment such as flashlights and handcuffs. Other officers are equipped with batons, pepper spray, and firearms, depending on the client's specific needs. No officer is permitted to carry any equipment for which he/she has not been properly trained and licensed for. Furthermore, no officer may carry equipment which *SOUTHWEST PATROL, INC.* has not previously authorized.

*SOUTHWEST PATROL, INC.* utilizes the most professional vehicles in the security patrol industry. We have a fleet of patrol vehicles, all of which are fully equipped with emergency equipment, such as dispatch radios, cellular phones, traffic cones, first-aid kits, emergency lights and spotlights, etc.

## **Benefits & Recognition**

### **Benefits:**

Perhaps the greatest problem facing all contract security services is their inability to retain competent, quality personnel. In this historically low-wage industry, recognition and job satisfaction can often offset monetary conservatism. Our corporation has addressed this problem in a number of ways.

Many companies recognize the need for proper selection, training, and supervision. However, many overlook the critical areas of fringe benefits and most overlook recognition of the Officer.

*SOUTHWEST PATROL, INC.* has a program which we believe to be unequalled by our competitors. Our fringe benefits and recognition programs are as follows:

- ❖ Vacation Plan
- ❖ 401K Retirement Program
- ❖ Holiday Pay

### **Recognition:**

At *SOUTHWEST PATROL, INC.*, we recognize, reward and praise our staff for their positive efforts and above-average performance of their duties.

We have developed several morale-building programs that work effectively to create a “team spirit” in dedication and loyalty to *SOUTHWEST PATROL, INC.*, as well as the clients we serve.

These programs are administered by our Operations Manager and rewarded with various monetary and achievement awards.

# **Insurance**

## **General Liability**

*SOUTHWEST PATROL, INC.* carries a **\$4,000,000.00** general liability policy as required by law. For specifications, please see the attached “Certificate of Liability Insurance.”<sup>1</sup>

## **Automobile Insurance**

*SOUTHWEST PATROL, INC.* provides a **\$1,000,000.00** liability insurance policy on all company owned vehicles.<sup>1</sup>

## **Worker’s Compensation Insurance**

*SOUTHWEST PATROL, INC.* provides Workers’ Compensation for all employees in accordance with State law; policy limits of liability for the employer are **\$1,000,000.00.**

**<sup>1</sup> Insurance coverage limits may be increased at clients’ request at an additional cost to proposed rates.**

#### CHANGES IN LAW:

Should there be a change in Federal law or California State law with regards to wages, or other imposed costs that are beyond the control of *SOUTHWEST PATROL, INC.* and that have an adverse effect on the operating costs of this account, **CLIENT** agrees to negotiate revised billing rates that will reimburse *SOUTHWEST PATROL, INC.* for its added costs.

#### PROPOSAL GUARANTEE:

*SOUTHWEST PATROL, INC.* guarantees that the prices quoted herein for the service(s) described will be honored for a period of three (3) months from the date of this proposal. We further guarantee that the prices quoted will be maintained for a full year from the commencement of service, unless changes in minimum wage, tax rates, legally mandated benefits to employees or insurance rates adversely affect operating costs. **CLIENT** agrees to negotiate revised billing rates that will reimburse *SOUTHWEST PATROL, INC.* for any additional costs incurred due to any of the above-described changes.

#### PROPRIETY INFORMATION:

Information provided in this proposal is considered proprietary to *SOUTHWEST PATROL, INC.* and is required to be kept private and confidential by the addressee. Copies may be produced and distributed, within the organization of the addressee, to the extent necessary to evaluate the content of this proposal. No Entity outside of the organization of the addressee is to receive a copy of this proposal or be made privy to the contents hereof.

### Pricing

*SOUTHWEST PATROL, INC.* has carefully identified the tasks to be performed, and the personnel profile necessary to ensure quality coverage. With these elements in mind, *SOUTHWEST PATROL, INC.* submits the following rates for your approval.

| QTY       | SERVICE PROVIDED                                                                                                             | RATE                                         |
|-----------|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <b>5</b>  | <b>Unarmed Uniformed Security Officer(s)</b><br><b>To staff 24 hour a day with supervisor</b><br><b>Min. of an 8Hr Shift</b> | <b>\$360,000</b><br><b>Per Year</b>          |
| N/A       | Armed Uniformed Security Officer(s)                                                                                          | Per Hour Per Officer                         |
| 1         | Off Duty Police Officer                                                                                                      | Per Hour Per Officer                         |
| N/A       | Virtual Guard Service                                                                                                        | Per Camera                                   |
| Per Visit | Armed High Visibility Patrol Service                                                                                         | Per Visit Per Day<br>Per Location            |
|           | Stand By Time<br>(Waiting for Fire Dept, PD for an Attempted<br>Break-in Progress, Tow, Ect.)                                | Per Hr                                       |
|           | After Hours On-Call Response Service<br>W/ Guard Services                                                                    | Per Response                                 |
|           | On-Call Alarm Response Service<br>By it's self                                                                               | Monthly Fee<br>Per Call<br>Stand By Per Hour |
|           |                                                                                                                              |                                              |

The above rate is for a Unarmed Security Officer  
 Maning jails at Baldwin Park Police Department  
 We are to cover all expenses including the salaries for 4 full time officers and 1 on site  
 Supervisor, Including medical, dental, paid vacation, training and any overtime.

# References

**HILTON GARDEN INN**

1755 S. Waterman Ave.  
San Bernardino, CA 92408

**(909) 806-4040**

**Attn: Shari Hurley**

**CITY OF BELLFLOWER**

16600 Civic Center Dr.  
Bellflower, CA 90706

**(562) 925-0124**

**Attn: Joel Hockman**

**CHINO VALLEY FIRE DISTRICT**

14011 City Center Dr  
Chino Hills CA 91709

**(909) 816-7682**

**Scott Atkinson**

**GARDEN GROVE SCHOOL DISTRICT**

8211 Lampson Ave  
Garden Grove, CA 92841

**(714) 663-6394**

**Attn: Cathy Joseph**

**PIANO LOFTS.**

932 S. Hill St  
Los Angeles CA, 90015

**(213) 797-5656**

**Attn: Jason Harbison**

**OPTION CENTER**

2416 S. Main St.  
Santa Ana CA, 92707

**(714) 668-1530**

**Attn: Laura Lesniak**

**K.C PHARMACEAUTICALS**

3201 Producer Way.  
Pomona, CA 91768

**(909) 598-9499**

**Attn: Paul Kartiko**

**VICTORIA GROVE HOA**

C/o ENCORE PROPERTY MANAGEMENT  
526 Queensland Cir  
Corona CA 92879

**(951) 354-0732**

**Attn: C.W. Bock**

**AMERICAN TECH.**

2050 E 51<sup>ST</sup> .  
Vernon , CA 90058

**(909) 544-7179**

**Attn: Ruben Garcia**

**COSTA MESA SQUARE**

3030 Harbor Dr.  
Costa Mesa, CA

**(818) 780-0684**

**Attn: Steve Welch**

# References

**MIRA MESA ( H- MART)**  
9200-9600 Mira Mesa Blvd  
San Diego, CA 92126

**(858) 245-7544**  
**Attn: Doug Packwood**

**LA HABRA SCHOOL DISTRICT**  
500 N. Walnut Street  
La Habra, CA 90631

**(562) 690-2321**  
**Attn: Carol Argomaniz**

**BREEZES DEL MAR HOA**  
915 7<sup>th</sup> St. Ave.  
Venice, CA 90291

**(310) 399-0409**  
**Attn: Igor Grigorian**

**ASSOCIATION MANAGEMENT**  
14780 Pipeline Ave.  
Chino Hills, CA 91709

**(909) 444-7655**  
**Attn: Celina Perez**

**MIRA MESA (TARGET)**  
8251 Mira Mesa Blvd  
San Diego Ca, 92126

**(858) 245-7544**  
**Attn: Doug Packwood**

**SHORECLIFF ROAD HOA**  
Mult. Address  
Corona Del Mar, CA 92625

**(323) 314-5611**  
**Attn: John Luciano**

**SCSA**  
1900 E Warner Ave Suite A  
Santa Ana Ca, 92705

**(714) 686-5001**  
**Attn: David**

**GENESIS RETAIL PARTNERS LLC**  
202 South Lake Ave  
Pasadena CA 91101

**(626) 450-5916**  
**Attn: Ken Lin**

**DESERT EMPIRE**  
258 East Commercial Rd  
San Bernardino, CA 92401

**(909) 370-3077**  
**Attn: Jim Prusa**

**ANDRADE FINANCIAL**  
2060 E. Rte 66 #101  
Glendora, CA 91740

**(626) 852-6771**  
**Attn: Rose Madrid**

# G4S Custody Officer Services for the Baldwin Park Police Department



**August 21st, 2020**

**Presented by  
G4S Secure Solutions (USA) Inc.**

**4929 Wilshire Blvd #601  
Los Angeles, CA 90010**



## TABLE OF CONTENTS

---

|                                                    |    |
|----------------------------------------------------|----|
| Executive Summary .....                            | 3  |
| G4S Qualifications and Experience .....            | 4  |
| Company Information.....                           | 4  |
| Company History.....                               | 5  |
| G4S Mission, Vision, Values and Ethics .....       | 5  |
| Workforce, Workplace & Marketplace Diversity ..... | 6  |
| Local Los Angeles Office and Team .....            | 7  |
| Relevant Government Service Experience .....       | 7  |
| G4S Custody Officers.....                          | 9  |
| Retaining Incumbent Personnel.....                 | 9  |
| G4S Custom Protection Officer®.....                | 9  |
| Custom Protection Officer Qualifications .....     | 10 |
| Personnel Background Checks and Screening .....    | 10 |
| Training and Development.....                      | 13 |
| Summary of Investment .....                        | 14 |
| Notes to Pricing.....                              | 14 |
| Proposed Scheduling.....                           | 18 |
| G4S Implementation Schedule .....                  | 18 |
| Transition Schedule .....                          | 19 |

STATEMENT OF PROPRIETARY INFORMATION: This proposal contains proprietary information regarding G4S Secure Solutions (USA) Inc. and is not for public disclosure. Dissemination and reproduction may only be made after written permission by an authorized representative of G4S Secure Solutions (USA) Inc. is granted. This document was prepared and is submitted in confidence to the recipient. It is submitted solely for use by your management for the purpose of review in connection with an invitation to submit a proposal to provide security services.



## EXECUTIVE SUMMARY

---

G4S provides Custody Officer service support to 15 Southern California Police Departments throughout Los Angeles, Orange and San Bernardino County. Our longest local partnership dates back to 1996 with the City of Irvine and the Irvine Police Department. Like other departments, our primary objective for the City of Baldwin Park is to deliver on our service commitment of providing highly qualified and trained personnel for the day to day operation of the Baldwin Park Police Department jail. This objective includes the following goals that comprise our overall solution:

- The careful selection and staffing of Baldwin Park PD Custody Officer positions with members of G4S's premier Custom Protection Officer® Division, the most qualified and highest caliber of contract officers in the industry (Incumbent personnel grandfathered).
- Providing comprehensive and documented background checks for approved officers that meet or exceed all background check requirements. For more information on G4S background, please refer to background section in the following proposal.
- Provide 187 hours of Standards & Training for Corrections (STC training), including annual refresher training. Training for all Custody Officers to operate in a Type I Jail Facility including Title 15, Article 3, Training, Personnel and Management, Section 1020 and Section 1021.
- Provide 40 hours of G4S mandated internal classroom training for all Custom Protection Officers and 80 hours of on the job training for all newly assigned officers.
- Operate in compliance with State statute 6031.6 CPC mandating operational procedures for privately operated jail facilities.
- Provide competitive wages, benefits and incentive plans for all officers including Medical, Dental and Vision programs, 80 hours of annual vacation hours per employee, and much more.

A key element to our established success lies in our commitment to provide our clients with consistently superior services. Our local management team endeavors to understand each of our client's unique objectives so that we can better serve them.

We encourage you to follow-up with other local Southland cities that utilize G4S services, which include the Cities of Costa Mesa, Buena Park, Westminster, Arcadia, Irvine, La Habra, Azusa, Beverly Hills and Whittier Police Departments.



## G4S QUALIFICATIONS AND EXPERIENCE

### COMPANY INFORMATION

G4S Secure Solutions (USA) Inc. is a wholly-owned subsidiary of G4S plc, based in the United Kingdom. G4S plc is traded on the London Stock Exchange (stock symbol GFS) with a secondary listing in Copenhagen.

|                                 |                                                                                                                                                                              |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Number of U.S Employees</b>  | 44,916                                                                                                                                                                       |
| <b>Year Founded</b>             | 1901                                                                                                                                                                         |
| <b>ISO 9001:2015 Registered</b> | Human Resources<br>G4S North America Training Institute                                                                                                                      |
| <b>SAFETY Act Designation</b>   | First security services provider to be awarded this designation by the U.S. Department of Homeland Security                                                                  |
| <b>Local G4S Office</b>         | G4S Los Angeles<br>4929 Wilshire Blvd #601<br>Los Angeles, CA 90010<br><br>Main: (800) 666-5788<br>Call Center: (800) 922-6488<br><a href="http://www.g4s.us">www.g4s.us</a> |

| PARENT COMPANY HEADQUARTERS                                                                                                                                                                            | U.S. HEADQUARTERS                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>G4S plc</b><br>Fifth Floor, Southside<br>105 Victoria Street<br>London SW1E 6QT<br>United Kingdom<br><b>Phone:</b> +44 (0) 20 7963 3100<br><b>URL:</b> <a href="http://www.g4s.com">www.g4s.com</a> | <b>G4S Secure Solutions (USA) Inc.</b><br>1395 University Boulevard<br>Jupiter, FL 33458<br><b>Phone:</b> 561-622-5656<br><b>Toll-Free:</b> 800-922-6488<br><b>Fax:</b> 561-691-6727<br><b>URL:</b> <a href="http://www.g4s.us">www.g4s.us</a> |

- **Year(s) Established**
  - **G4S plc:** 2004 (history dates back to 1901)
  - **G4S Secure Solutions (USA) Inc.:** 1954 in U.S.
- **G4S Secure Solutions (USA) Inc. Incorporation Date:** December 4, 1958; Florida
- **Licensed (U.S.):** G4S Secure Solutions (USA) Inc. is licensed to conduct business in all 50 U.S. states.

## COMPANY HISTORY

G4S' global history stretches back over a century and is as old as the private security industry itself. For centuries night watchmen had been used in Europe and the United States to control fires, maintain order and detect crime.

Our American story began in 1954, when a small investigative company was founded in Miami, Florida, by former FBI agent George Wackenhut. Following 48 years of industry-leading growth, The Wackenhut Corporation became part of the G4S family of companies and in 2010 was rebranded as G4S Secure Solutions (USA) Inc.

Since the millennium, our story has been one of continuing organic growth in security services coupled with vast expansion of our capabilities and development<sup>1</sup> of new skills, products and expertise. In less than 20 years we have gone from a guarding company to providing across-the-board security services — risk consulting, corporate investigations, executive protection, emergency & disaster programs, remote monitoring, systems integration — along with the proficiency and personnel to create the most well-suited and well-run Custody Officer programs in the world.

Today G4S provides service in over 90 countries, with 100 U.S. offices and thousands of customers across the country. Our goal is to remain the world's preeminent security company, leading the market toward a future where both the tools for the job and ability to use them is available from a single reliable security partner.

## G4S MISSION, VISION, VALUES AND ETHICS

Our mission is to provide expert security services that exceed customer expectations. We differentiate ourselves by attracting the best people, offering innovative solutions, and fostering long-term partnerships. We are committed to the principles of professionalism and integrity instilled by our founder, and we strive to positively impact our nation, communities and stakeholders.



<sup>1</sup> G4S has created several additional expert divisions, including G4S Secure Integration (formerly Adesta and Touchcom); G4S Compliance & Investigations (MJM Investigations; The Cotswold Group); G4S Regulated Security Services (Nuclear Security Services Company); and G4S Corporate Risk Services (internal).

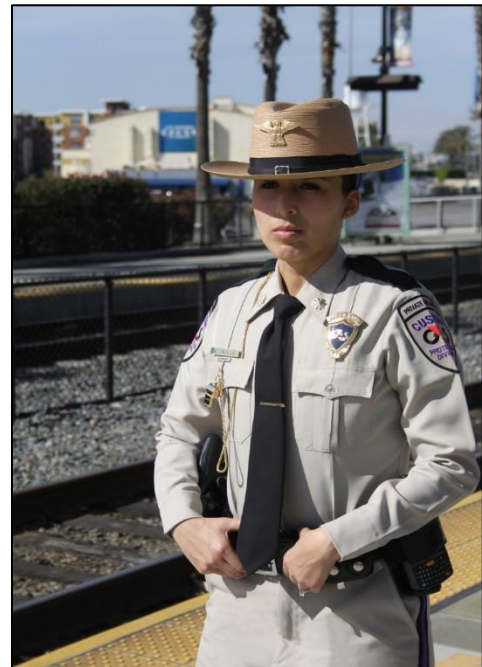
| WE ACT WITH...<br>INTEGRITY & RESPECT                                                                                                                                                                                                              | WE ARE PASSIONATE...<br>ABOUT SAFETY, SECURITY<br>AND SERVICE EXCELLENCE                                                                                                                                                                                                                           | WE ACHIEVE THIS<br>THROUGH...<br>INNOVATION AND<br>TEAMWORK                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Our business activities and relationships are built on trust, honesty and openness. We do what we promise and always strive to do the right thing. We listen. We treat our colleagues, customers and those in our care with utmost respect.</p> | <p>We are passionate about working safely and take great care to protect our colleagues and customers from harm. We are experts in security and use that knowledge to protect our customer's assets. We keep our promises and are passionate about delivering high levels of customer service.</p> | <p>We invest in technology and best practice to continuously improve the products and services we offer. We challenge ourselves to find new ways of helping our customers achieve their goals. We work together as a team, valuing everyone's contribution, to ensure we achieve the best results for our customers and our business.</p> |

Table 1. G4S Corporate Values

## WORKFORCE, WORKPLACE & MARKETPLACE DIVERSITY

At G4S we value diversity in our workforce and believe it makes us stronger as an organization. Appreciating and understanding the diversity of our customers, employees and partners helps us succeed. We are committed to attracting and retaining diverse talent reflecting the communities in which we operate; creating a work environment that values every individual for their distinctive skills, experiences and perspectives; and providing opportunities to support local communities and minority-owned businesses.

- Workforce:** G4S is an equal opportunity, affirmative action employer and never discriminates on the basis of race, religion, color, sex, age, national origin, disability, veteran status, ancestry, medical condition, marital status or other statuses protected by law. We will work closely with Baldwin Park on diversity inclusion initiatives in order to foster more inclusive environments and create a diverse work culture.
- Workplace:** We maintain our commitment to diversity with workplace policies that ensure we treat our customers and each other with dignity and respect. G4S launched our *Dignity & Respect Campaign* to promote a commitment to equality and acceptance among all G4S personnel.





- **Marketplace:** G4S is committed to making a positive economic impact in the communities where we operate. We demonstrate this commitment through our corporate social responsibility and diversity programs; volunteering in local communities; donating time, cash — even our blood — while organizing campaigns for charitable organizations across the country.

## ABOUT G4S PLC

G4S is the world's leading integrated security solutions company, delivering security services and acting as a trusted advisor to customers in almost 90 countries across six continents. G4S provides a suite of products and services, including security personnel, risk consulting, technology and integration, and managed services. We serve many industries, from commercial to government to retail to healthcare and everything between. Together our 558,000 employees are one of the largest security forces in the world.

## LOCAL LOS ANGELES OFFICE AND TEAM

G4S believes that providing customer support at all levels of our organization is a key to building better Custody Officer programs and stronger customer relationships. We ensure customer support is available at the local, regional and corporate levels.

Local support is an important feature of customer-centric organizations. To maintain the best service program, our Los Angeles area office will have primary responsibility for managing the account and is staffed with full management and operations teams and training and human resources personnel who will continue to provide close support to your account.

G4S staff who will be responsible for providing services and ongoing support:

- Mark Tsuji, Senior Vice President, California & Pacific Region
- Erik Fields, Vice President, Southern California
- Richard McDowell, Director of Operations, Southern California
- Jessica Putzeys, Shared Services Manager, Southern California
- Michael Kwain, Scheduling Manager, Southern California
- Quintin Ridley, District Manager, Los Angeles Office
- Jose Perez, Trainer, Los Angeles Office

## RELEVANT GOVERNMENT SERVICE EXPERIENCE

In the U.S., G4S has been in operation and licensed for 66 years. We currently provide security officer services to more than 2,000 commercial and government customers at over 8,500 U.S. job locations. We provide over 52,000 weekly hours of security services at Federal, State and County Government buildings/facilities.

Below represents a sample of our customer base in this market.



| Client                                    | Location            | Start Date |
|-------------------------------------------|---------------------|------------|
| Broward County Courthouse/Sheriff's Dept  | Fort Lauderdale, FL | 9/30/07    |
| City of Beverly Hills - Police Department | Beverly Hills, CA   | 8/7/08     |
| City of Jacksonville - Courthouse         | Jacksonville, FL    | 10/1/02    |
| City of Phoenix - Police Department       | Phoenix, AZ         | 4/1/17     |
| City of Westminster - Police Department   | Westminster, CA     | 3/1/15     |
| City of Anaheim                           | Anaheim, CA         | 7/1/15     |
| City of Irvine - Police Department        | Irvine, CA          | 1/1/96     |
| City of Fullerton - Police Department     | Fullerton, CA       | 7/1/19     |
| City of Costa Mesa - Police Department    | Costa Mesa, CA      | 6/26/13    |
| City of Buena Park - Police Department    | Buena Park, CA      | 7/1/12     |
| City of Azusa - Police Department         | Azusa, CA           | 4/5/99     |
| City of Rialto - Police Department        | Rialto, CA          | 2/1/99     |
| City of La Habra - Police Department      | La Habra, CA        | 4/30/01    |
| City of Whittier - Police Department      | Whittier, CA        | 1/16/06    |
| City of Arcadia - Police Department       | Arcadia, CA         | 7/1/14     |
| City of Downey - Police Department        | Downey, CA          | 12/1/19    |
| City of Upland - Police Department        | Upland, CA          | 6/1/19     |
| City of Redlands - Police Department      | Redlands, CA        | 11/11/96   |
| Oklahoma City Municipal Courts            | Oklahoma City, OK   | 9/28/92    |
| Florida Department of Juvenile Justice    | West Palm Beach, FL | 10/1/12    |
| City of Portland                          | Portland, CA        | 7/1/06     |
| City of Tulsa                             | Tulsa, OK           | 11/25/02   |
| Georgia Bureau of Investigation           | Decatur, GA         | 8/25/08    |
| Sarasota County Clerk of Court/Sheriff    | Sarasota, FL        | 10/18/99   |
| Jacksonville Sheriff's Office             | Jacksonville, FL    | 11/1/04    |
| Orange County Corrections Department      | Orlando, FL         | 3/9/07     |
| Judiciary Second Circuit                  | Wailuku, HI         | 9/1/10     |
| The Judiciary - District Courts           | Honolulu, HI        | 8/10/10    |
| The Judiciary - Supreme Court             | Honolulu, HI        | 8/10/10    |
| The Judiciary - Fifth Circuit Kauai       | Lihue, HI           | 8/10/10    |
| State of Florida D O A H                  | Tallahassee, FL     | 07/01/03   |
| Sarasota County Sheriff                   | Sarasota, FL        | 09/05/05   |
| The Supreme Court of Ohio                 | Columbus, OH        | 12/4/06    |
| Lee County Clerk of Courts                | Ft. Myers, FL       | 3/30/07    |
| Berea Municipal Court                     | Berea, OH           | 4/10/08    |

## G4S CUSTODY OFFICERS

### RETAINING INCUMBENT PERSONNEL

G4S recognizes the value of qualified incumbent personnel. Where possible and with the consent of Baldwin Park, we will retain existing personnel who meet our employment standards. During the transition phase, G4S will work as closely as possible with incumbent providers and existing employees to transition new and existing personnel to your locations.

We take several steps to onboard retained incumbent personnel. Fostering enthusiasm while minimizing concerns requires early and frequent communication. Our strategy includes the following:

- **Joint initial meeting:** An initial meeting, wherein Baldwin Park will introduce G4S representatives to your incumbent officers, occurs early in the transition process. Incumbent officers learn about G4S employment, get answers to frequently asked questions, and receive contact information for support.
- **Meet and greet sessions:** Throughout the transition process, additional, informal meetings are held at convenient locations before and after shifts. G4S managers answer questions, talk about G4S, and provide employment application assistance.
- **Toll-free 24/7 hotline:** Using this call-in number, officers can connect with their local office or G4S headquarters to address their questions or concerns.
- **Baldwin Park /G4S Career Center Portal:** A customized Baldwin Park landing page will be created on the G4S Career Center website, based on the final award scenario. Incumbent officers will receive a link to the site where they can quickly fill a job application and connect with the G4S community.

### G4S CUSTOM PROTECTION OFFICER®

For any potential openings, or through contract attrition, G4S will staff all other positions with members of its Custom Protection Officer division. Since 1988, the G4S *Custom Protection Officer*® (CPO) program has set the benchmark for personnel in the security industry, offering highly trained and proficient personnel who:

- Possess the skills and experience that exceed other officer levels
- React quickly and intelligently while under pressure or in dynamic situations
- Bring a work ethic that is strong and performance-driven
- Work respectfully and productively with superiors, team members as well as independently
- Strictly adhere to procedures and post orders, with unique respect for policy and chain of command
- Possess abundant leadership potential





G4S recommends the CPO program for customers who:

- Prefer a highly visible and professional security team
- Are facing heightened risks or unexpected situations and require personnel who will act calmly, quickly and correctly
- Are currently using expensive contract off-duty law enforcement officers and require a cost-effective alternative

## CUSTOM PROTECTION OFFICER QUALIFICATIONS

CPOs begin their careers possessing abilities and qualifications that most security personnel can only aspire to; no other large-scale commercial program requires candidates to possess the same amount of security education and experience.

Each candidate must have achieved at least one of the following to qualify:

- **Military service that included law enforcement or security duties (e.g., military police, elite military forces and combat arms) or support in a combat zone**
- **Eight years' active service in any military branch**
- **Bachelor's degree in law enforcement or criminal justice**
- **Associate degree in law enforcement or criminal justice with current or prior active military service**
- **Graduation from a certified public safety academy in law enforcement, adult corrections or firefighting**

Although CPOs must pass much higher qualifications, our requirements for lengthy experience, training and credentials in military or law enforcement means they are drawn from a highly qualified pool of martial professionals. Additional vetting requirements for CPOs include the following:

- **Physical Exam:** Conducted by a licensed physician to determine if the candidate is physically suited to perform the duties of a G4S security officer.
- **Psychological Examination:** Minnesota Multiphasic Personality Inventory (MMPI) for CPO applicants. G4S uses thoroughly vetted national providers to ensure the integrity of the psychological examinations.

## PERSONNEL BACKGROUND CHECKS AND SCREENING

G4S uses a rigid background screening process for all officers that includes a comprehensive criminal check based on 10 years of residential history; social security trace; 10-panel drug test; and verifications of identity, work authorization, employment history, and highest degree completed.

The following steps are included in our officer background screening:

- Identity Verification: Social Security Trace Report
- Criminal Check (7 years)
- National Criminal, Sex Offender, and Global Sanctions Check



- 7 Years of Activity (Employment, Unemployment, Education)
- Military Service (DD214)
- Driver's License (DMV) Check
- I-9 Verification
- Drug Screen
- Physical Examination
- Psychological Examination

The following provides detailed information on each step of our background screening process:

### **Identity Verification: Social Security Trace Report**

The Social Security Number (SSN) trace compares the candidate's Social Security number to credit header and public records data, which helps to validate the information provided by the individual and may develop additional residential history and alias names not otherwise provided by the individual.

### **Criminal Check (7 years)**

Criminal records searches are based on 7 years of Social Security trace report address history and include any federal or state court records on felony and misdemeanor convictions and pending cases in which the officer candidate was involved. Some jurisdictions limit how far back searches can go. Our criminal records searches cover a period of 7 years, depending on local restrictions.

In addition, G4S performs ongoing arrest monitoring on all current G4S officers.

### **National Criminal, Sex Offender, and Global Sanctions Check**

G4S queries the names and aliases of officer candidates through a database that covers 2,200 jurisdictions for bookings and incarcerations and covers 70% of the incarcerated population. Names and aliases are cross-referenced against the Federal Department of Justice, which includes registry data covering 49 states (NV is not available), District of Columbia and U.S. territories, as well as publicly available global sanctions, restrictions and exclusion records. These include the following:

- Office of Foreign Assets Control Specially Designated Nationals (SDN) and Blocked Persons List
- U.S. Department of State Foreign Terrorist Organizations List (updated monthly)
- America's Most Wanted Fugitive List (Wanted Fugitives through July 2012)
- Australian Department of Foreign Affairs and Trade (current sanctions; updated monthly)
- Canadian Public Safety (current listed entities; updated quarterly)
- Directorate of Defense Trade Controls Debarred Parties List
- European Union Terrorism Sanctions List
- Immigration and Customs Enforcement (ICE) Most Wanted / Current Offenders
- Interpol Most Wanted (updated monthly)
- MIPT Terrorism Knowledge Base (known terrorists through April 2008)
- Most Wanted List (updated quarterly)
- National Counterterrorism Center Comprehensive Terrorist List (updated semiannually)



- Naval Criminal Investigative Service (NCIS) Current Most Wanted Fugitives (updated monthly)
- Office of the Superintendent of Financial Institutions (OSFI) Canadian Sanctions List
- Palestinian Legislative Council List (records through September 2008)
- Royal Canadian Mounted Police Current Most Wanted (Updated Monthly)
- United Nations Consolidated Sanctions List
- U.S. Department of State Fugitives from Justice List: (from March 2014; updated semi-annually)
- U.S. Department of State Nonproliferation Sanctions

### **7 Years of Activity (Employment, Unemployment, Education)**

As part of the background check, G4S verifies all professional and academic activity on a best-effort basis from the previous 7 years, including resolution of any gaps in employment that are 90 days or longer. We will verify highest level of education attained and may consult character references who are not relatives.

### **Military Service (DD214)**

For those with military service, G4S will verify and review a copy of the long-form DD214, which provides military occupational specialty, rank at discharge, character of service, narrative reason for separation, and reenlistment eligibility.

### **Driver's License (DMV) Check**

G4S verifies and reviews driving records, including licensing verification and traffic violation documentation, through state departments of motor vehicles for G4S officers whose duties involve operating a motor vehicle. Available information varies by state.

### **I-9 Verification**

Verification of identity and employment eligibility is conducted at the time of hire by submitting Form I-9 information to E-Verify, a service of the Department of Homeland Security (DHS) and U.S. Citizenship and Immigration Services (USCIS).

### **Drug Screen**

Candidates undergo an initial 10-panel drug test, with independent laboratory confirmation where appropriate, to detect use of:

- |                   |                   |
|-------------------|-------------------|
| ▪ Amphetamine     | ▪ Phencyclidine   |
| ▪ Methamphetamine | ▪ Barbiturates    |
| ▪ Cocaine         | ▪ Benzodiazepines |
| ▪ Marijuana       | ▪ Methadone       |
| ▪ Opiates         | ▪ Propoxyphene    |



## Physical Examination

Medical examinations for Custom Protection Officers, to include health history questionnaire, vitals, basic hearing and vision testing, and physical examination, are conducted by licensed physicians to determine the individual's physical and medical suitability to perform security officer duties.

## Psychological Examination

G4S will administer the Minnesota Multiphasic Personality Inventory (MMPI-2) to Custom Protection Officer candidates prior to employment. G4S contracts with thoroughly vetted national providers to ensure the professionalism and integrity of the psychological examinations.

## TRAINING AND DEVELOPMENT

Training is a G4S core competency and area of excellence. We have developed award-winning training programs customized to meet your individual security needs through our ISO-registered North America Training Institute (NATI) for security officers.

People learn through different methods and techniques, and we use multiple learning tools and approaches to ensure training is provided per contract terms and understood by the security officer, including the following:

- **Pre-assignment Classroom Training** led by a live instructor, which allows personnel to participate in real-time Q&A sessions and provides individual attention in a controlled environment.
- **On-the-Job Training (OJT)** is a critical, customer-specific component of a security officer's training. OJT prepares officers for their day-to-day rigors with a customized program focused on their job assignment and post functions.
- All G4S personnel receive and maintain a copy of the *G4S Security Officer Handbook* and *Safety Handbook*, both of which are required reading on which officers are tested to ensure understanding of G4S policies and their duties as a security officer.
- **G4S University (G4Su)** is NATI's online learning management system and provides ongoing training and professional development for security personnel. G4Su offers over 2,570 e-courses in a wide range of security-related subjects for G4S personnel of all experience levels.

Upon successful completion of the background investigation, each Custom Protection Officer® (Custody Officer) will begin the following training. This required training exceeds all industry and state of California standards and includes the following:

- **STC Core Course Training: 187 hours**
- **G4S Pre-Assignment Classroom Training: 40 hours**
- **Baldwin Park PD On-the-Job Training (OJT): 80 hours (for newly assigned officers)**
- **Annual STC and G4S Refresher Training: 24 hours**



## SUMMARY OF INVESTMENT

The Rate Schedules provided below are good for 90 days from the date of this proposal. Each schedule provides rates for a 12-month term, with subsequent annual increases to the hourly compensation rate for assigned Custody Officers to account for scheduled annual increases in CA minimum wage through 2022.

### Baldwin Park Police Department

#### *G4S Custody Officer - 2020-21 Rate Schedule*

| Employee Designation       | Weekly Hours  | Officer Hourly Pay Rate | G4S Hourly Bill Rate | Estimated Monthly Cost | Estimated Annual Cost |
|----------------------------|---------------|-------------------------|----------------------|------------------------|-----------------------|
| Custody Officer Supervisor | 40            | \$ 31.25                | \$ 49.51             | \$ 8,604.84            | \$ 103,258.06         |
| Custody Officers           | 184           | \$ 18.00                | \$ 30.17             | \$ 24,120.31           | \$ 289,443.74         |
|                            | <b>224.00</b> |                         |                      | <b>\$ 32,725.15</b>    | <b>\$ 392,701.80</b>  |

### Baldwin Park Police Department

#### *G4S Custody Officer - 2021-22 Rate Schedule*

| Employee Designation       | Weekly Hours  | Officer Hourly Pay Rate | G4S Hourly Bill Rate | Estimated Monthly Cost | Estimated Annual Cost |
|----------------------------|---------------|-------------------------|----------------------|------------------------|-----------------------|
| Custody Officer Supervisor | 40            | \$ 31.25                | \$ 49.52             | \$ 8,606.58            | \$ 103,278.91         |
| Custody Officers           | 184           | \$ 19.00                | \$ 31.84             | \$ 25,455.44           | \$ 305,465.32         |
|                            | <b>224.00</b> |                         |                      | <b>\$ 34,062.02</b>    | <b>\$ 408,744.23</b>  |

### Baldwin Park Police Department

#### *G4S Custody Officer - 2022-23 Rate Schedule*

| Employee Designation       | Weekly Hours  | Officer Hourly Pay Rate | G4S Hourly Bill Rate | Estimated Monthly Cost | Estimated Annual Cost |
|----------------------------|---------------|-------------------------|----------------------|------------------------|-----------------------|
| Custody Officer Supervisor | 40            | \$ 31.25                | \$ 49.52             | \$ 8,606.58            | \$ 103,278.91         |
| Custody Officers           | 184           | \$ 20.00                | \$ 33.53             | \$ 26,806.56           | \$ 321,678.77         |
|                            | <b>224.00</b> |                         |                      | <b>\$ 35,413.14</b>    | <b>\$ 424,957.68</b>  |

## NOTES TO PRICING

In order to provide a transparent view of our pricing, the following notes provide additional details on our proposed pricing structure:

## EMPLOYEE HEALTH INSURANCE PLANS

G4S Custody Officers assigned to Baldwin Park will receive the following benefits:

- Blue Cross/Blue Shield PPO (042R) - Medical Insurance
- Delta Dental – Dental Insurance
- VSP - Vision insurance



- Detailed insurance plan details available upon request

## **OTHER EMPLOYEE BENEFITS**

- Life and AD&D Insurance policies as provided by UNUM
- An Employee Assistance Program (EAP)
- Voluntary Benefits & Perks including Critical Illness
- 401(k) programs
- Accident Insurance
- Identity Theft Protection
- Whole Life and Individual Short-Term Disability
- Doctor on Demand video consultations
- Discount prescription drug program with RxCut
- QualSight Lasik discounts
- Pet Insurance
- Pre-Paid Legal Plan
- Uniform Maintenance Service
- Standard Incentive and Recognition Awards
- Employee Assistance Program
- Direct Deposit & Daily Pay Services

## **PAID TIME OFF**

G4S has factored 80 hours of Paid Time Off annually, per employee.

## **HOLIDAYS**

Holiday pay of time-and-one-half for to all Custody Officers who work on 6 G4S recognized holidays. Holiday premium pay for Custody Officers is factored into our Rate Schedule.

## **TRAINING**

The quoted rates include the following training for new-hire personnel; all officers receive annual in-service training.

- G4S Classroom - Pre-assignment Training: 40 hours
- Title 15 - Adult Corrections Officer Core Course: 187 hours
- Baldwin Park Jail - On-the-Job Training (for any newly assigned Officers): 80 hours
- Title 15 Annual Refresher + G4S Annual Refresher Training: 24 hours

Additional pre-assignment training is direct billed at 1.40 times the straight-time pay rate and post-assignment training at 1.40 times the straight-time bill rate.

## **OVERTIME**

Quoted rates are based on a 40-hour workweek schedule. Overtime billing rates will apply when personnel are placed in an overtime posture for pay purposes as a result of scheduling over 40 hours per week or more than 8 hours per day in California, or if additional hours are required outside the regular schedule. G4S will endeavor to use part-time personnel whenever possible to avoid



overtime rates. Personnel will be paid time-and-one-half base pay rates for overtime, and the corresponding bill rate is 1.50 times the straight-time bill rate.

## **EQUIPMENT**

Quoted rates include the following equipment:

- Flashlights
- Uniform Equipment - Badge, Name Tag, Belt, Belt Keepers
- Uniforms

G4S will furnish each officer at a location with a complete complement of uniforms and foul weather gear. Personnel are required to maintain their uniforms in a neat and orderly manner at all times. Uniforms are provided with no payment or deposit required of the employee.

Please note that in order to comply with statutory requirements, all personnel assigned to California locations will have Uniform Maintenance service provided by a subcontractor of G4S. Uniform Maintenance will include weekly dry cleaning of uniforms for all officers assigned to the City of Baldwin Park.

## **FOOD SERVICES AND JAIL SUPPLIES**

G4S proposal provides cost of staffing Custody Officers and associated costs of maintaining an 24/7 full-time employee jail staff. G4S proposal does not provide cost for food for housed arrestees or cost of jail related supplies. G4S will administrate inventory on food and supplies and provide arrestees with all applicable food, sanitation and other standards of care, however our proposal does not include the costs of these items.

## **VALIDITY AND TAXES**

G4S reserves the right to alter pricing based on scope of work and contingent upon physical inspection of jail facility, to be scheduled at a later date.

The proposed pricing is valid for 90 days and does not include sales or use taxes where applicable (no sales tax on services in CA at this time).

The rates quoted will remain in effect for three years and shall be adjusted to fully recover any change in costs mandated by law following notification to Customer, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, Union Activities, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and/or Federal or State minimum wage laws.

## **CALIFORNIA MEAL AND REST PERIODS**

The pricing submitted reflects G4S' calculations from its understanding of The City of Baldwin Park's current security schedules and coverage needs. If such schedules and staffing levels are not sufficient to comply with California law mandating off-duty meal periods and/or off-duty rest periods,



G4S reserves the right to revise quoted rates upon notification to Customer, to comply with California's requirements for off-duty meal periods and/or off-duty rest periods. These revisions may include modifying schedules, providing additional staffing/personnel, or taking other actions as recommended by G4S. G4S agrees to use best efforts to minimize such additional costs to the extent operationally feasible while still meeting the requirements of California law.

## **UNION NOTE**

Please note that the rates quoted are based on non-union security personnel. Should our employees become represented by a union organization and we negotiate a collective bargaining agreement, then the wages and employee benefits would be adjusted accordingly, along with our bill rates.



## PROPOSED SCHEDULING

The above pricing is based on the below scheduling of Custody Officers for the Baldwin Park:

### Baldwin Park Police Department

#### *G4S Proposed Staffing Schedule (Scheduled Hours)*

|   | Employee Designation | Mon       | Tue       | Wed       | Thu       | Fri       | Sat       | Sun       |
|---|----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1 | Custody Supervisor   | 0700-1500 | 0700-1500 | 0700-1500 | 0700-1500 | 0700-1500 |           |           |
| 2 | Custody Officer 1    | 0700-1500 | 0700-1500 | 0700-1500 | 0700-1500 |           |           | 0700-1500 |
| 3 | Custody Officer 2    |           | 1500-2300 | 1500-2300 | 1500-2300 | 1500-2300 | 1500-2300 |           |
| 4 | Custody Officer 3    | 2300-0700 | 2300-0700 | 2300-0700 |           |           | 2300-0700 | 2300-0700 |
| 5 | Custody Officer 4    | 1500-2300 | 2300-0700 |           |           | 0700-1500 | 0700-1500 | 1500-2300 |
| 6 | Custody Officer 5    |           |           | 2300-0700 |           | 1900-0300 | 1900-0300 |           |

### Baldwin Park Police Department

#### *G4S Proposed Staffing Schedule (Shifts)*

|   | Employee Designation | Mon | Tue | Wed | Thu | Fri | Sat | Sun |                   |
|---|----------------------|-----|-----|-----|-----|-----|-----|-----|-------------------|
| 1 | Custody Supervisor   | D   | D   | D   | D   | D   |     |     |                   |
| 2 | Custody Officer 1    | D   | D   | D   | D   |     |     | D   |                   |
| 3 | Custody Officer 2    |     | S   | S   | S   | S   | S   |     | D - Day Shift     |
| 4 | Custody Officer 3    | N   |     |     | N   | N   | N   | N   | S - Swing Shift   |
| 5 | Custody Officer 4    | S   | N   |     |     | D   | D   | S   | N - Night Shift   |
| 6 | Custody Officer 5    |     |     | N   |     | O   | O   |     | O - Overlap Shift |

### Baldwin Park Police Department

#### *G4S Proposed Staffing Schedule (Total Hours)*

|   | Employee Designation | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Total Hours Per Week |
|---|----------------------|-----|-----|-----|-----|-----|-----|-----|----------------------|
| 1 | Custody Supervisor   | 8   | 8   | 8   | 8   | 8   |     |     | 40                   |
| 2 | Custody Officer 1    | 8   | 8   | 8   | 8   |     |     | 8   | 40                   |
| 3 | Custody Officer 2    |     | 8   | 8   | 8   | 8   | 8   |     | 40                   |
| 4 | Custody Officer 3    | 8   |     |     | 8   | 8   | 8   | 8   | 40                   |
| 5 | Custody Officer 4    | 8   | 8   |     |     | 8   | 8   | 8   | 40                   |
| 6 | Custody Officer 5    |     |     | 8   |     | 8   | 8   |     | 24                   |
|   |                      |     |     |     |     |     |     |     | 224                  |

## G4S IMPLEMENTATION SCHEDULE

G4S is experienced in assuming other organizations duties and in-house security personnel with minimal impact on client operations while using our transition method.

For Baldwin Park, we will implement our six-week (45-day) transition program, which establishes implementation tasks, team members and milestones as the new contract draws toward its start date.

## TRANSITION SCHEDULE

The following matrix summarizes a typical high-level transition. G4S may adapt and modify this schedule based on your security program requirements.

| TRANSITION TASK                                                              | WEEKS BEFORE START DATE |    |    |    |    |    |
|------------------------------------------------------------------------------|-------------------------|----|----|----|----|----|
|                                                                              | -6                      | -5 | -4 | -3 | -2 | -1 |
| Formation of G4S Implementation Team                                         |                         |    |    |    |    |    |
| Creation of customized client landing page                                   |                         |    |    |    |    |    |
| Recruitment of incumbent personnel                                           |                         |    |    |    |    |    |
| Open positions posted for G4S personnel                                      |                         |    |    |    |    |    |
| Recruitment of new hires (as needed)                                         |                         |    |    |    |    |    |
| Candidate interviews                                                         |                         |    |    |    |    |    |
| Background investigations                                                    |                         |    |    |    |    |    |
| Employment offers                                                            |                         |    |    |    |    |    |
| Security site surveys                                                        |                         |    |    |    |    |    |
| Post Orders reviewed, refreshed or rewritten                                 |                         |    |    |    |    |    |
| Uniforms and equipment ordered                                               |                         |    |    |    |    |    |
| Training of account managers and supervisors (as necessary)                  |                         |    |    |    |    |    |
| New hire pre-assignment classroom training (weekly classes as needed)        |                         |    |    |    |    |    |
| G4S orientation training for retained incumbents (adjusted to work schedule) |                         |    |    |    |    |    |
| Master schedule and assignments made                                         |                         |    |    |    |    |    |
| Uniforms and equipment issued to personnel                                   |                         |    |    |    |    |    |
| Equipment and forms placed on posts                                          |                         |    |    |    |    |    |
| Contract master created                                                      |                         |    |    |    |    |    |
| On-the-job training                                                          |                         |    |    |    |    |    |
| Contract compliance and quality control (weekly status calls and meetings)   |                         |    |    |    |    |    |



## TRANSITION ACTIVITIES

The following are descriptions of major transition activities and when they typically occur:

### **6–4 Weeks Prior to Contract Start**

- **Creation of customized Baldwin Park landing page:** We will create an online landing page where incumbent officers can apply to G4S in addition to other options, such as visiting a local office or completing the forms at their workplace. From the site, incumbent applicants can follow the hiring process and begin connecting to the G4S community, access learning modules, share job postings and communicate with G4S.
- **Recruitment of incumbent personnel:** G4S offers incumbent officers you wish to retain the opportunity to complete our hiring process. Those who successfully pass our recruitment and vetting process will receive positions in your program. Our online application process provides a quick alternative to having incumbents fill out paper applications at your security sites or travel to a G4S local office.

### **5–2 Weeks Prior to Contract Start**

- **Open positions posted for G4S personnel:** After incumbent recruiting, remaining positions are offered to eligible G4S personnel who wish to transfer or apply for supervisory or management-level promotions. To source qualified personnel, hiring managers consult existing G4S supervisors and managers as well as our PromoteMe! database, which allows G4S officers to identify advancement opportunities and complete voluntary career development learning modules.
- **Recruitment of new hires:** Remaining open positions are filled by new hires as needed. G4S attracts new applicants through the G4S Career Center, a job-seeking resource and online community for G4S applicants; online job boards and social media; our Military Recruitment Program; newspaper ads; state employment services; employee referrals; local police and sheriff's departments and federal law enforcement organizations.
- **Candidate interviews:** The Implementation Team interviews officer candidates to verify and elaborate on their experience and ensure application and vetting requirements are met.
- **Background investigations:** Once required release forms have been signed and witnessed, the Implementation Team conducts candidate background investigations, which include 10 years of full work history, criminal records searches and other verifications.
- **Employment offers:** G4S offers employment only to candidates who successfully pass all steps of our hiring process and meet all client requirements. Upon approving a candidate for hire, the Implementation Team will notify the successful candidate and continue with the recruitment process.
- **Security site surveys:** The Implementation Team conducts a general survey of your security sites (including any for which we may already provide service). This survey is used to create a baseline security and risk profile for your organization, including any immediate security vulnerabilities.



- **Post Orders reviewed, refreshed or rewritten:** Based on both your security plan and the findings from our site surveys, the Implementation Team creates Post Orders for each security post at your sites. Stored on site as well as online, each set of Post Orders provides procedures for general, specific and emergency situations. Supervisors use Post Orders to train officers at their assigned posts, and Post Orders are the basis for post inspections carried out by G4S supervision and management.
- **Uniforms and equipment ordered:** The Implementation Team orders uniforms, equipment and necessary supplies directly from the G4S warehouse and pre-approved vendors using our online order system, which expedites delivery, guarantees accuracy and reduces costs through volume purchasing discounts.

#### **4–2 Weeks Prior to Contract Start**

- **Training of account managers and supervisors:** As necessary, we train supervisor candidates drawing from an organization's incumbent personnel or G4S officers who have successfully passed our hiring process.
- **New hire pre-assignment classroom training:** The Implementation Team supplies the applicable G4S North America Training Institute (NATI) curriculum for your security program's new officers. Presented in a variety of languages through live instruction and self-study workbooks and virtual training (where available and permissible), pre-assignment training provides officers with the knowledge, skills and abilities to perform general duties.
- **G4S Orientation Training for retained incumbents:** The Implementation Team supplies G4S Orientation Training for any incumbent personnel an organization chooses to retain who pass our hiring process. Orientation provides incumbent officers with detailed information on G4S policies, procedures and benefits and identifies any gaps in training that must be filled. At this time, incumbent personnel receive access to our full catalog of training resources and career development programs. In-person training requirements, if required, are scheduled for minimum impact on existing work schedules.

#### **2–1 Weeks Prior to Contract Start**

- **Master Schedule created:** We will create an Installation Schedule for staffing at your locations to cover post hours, number of officers at each post and skills needed. The schedule is entered into the G4S Labor Scheduling System and includes pay and billing information. We prepare the schedule as far in advance as practical to give officers early notice of their work schedule and days off.
- **Assignment of personnel to schedules:** In every case possible, officers will be assigned to schedules that are suited to their personal background, personality, appearance and preference, which encourages a high level of personal performance. Officers will not exchange scheduled shifts or days off without first obtaining approval from their G4S supervisor.



- **Uniforms and equipment issued to personnel:** We will issue uniforms and equipment, documenting the number of issue, item, date of issue, employee's signature and initials, and witness signatures in the G4S Uniform and Accessories Record. Officers will receive training in proper uniform wear and care during their initial orientation.
- **Equipment and forms placed on posts:** The first officer assigned to the post will deliver, tag and sort equipment, forms and supplies on the day service begins. The officer will use this equipment as Post Orders indicate and pass them on to the relieving officer.
- **On-the-job training:** On-the-job training is given to officers new to a security site and incumbent officers who change positions. This training is performed by a training team member, G4S supervisor or incumbent officer familiar with the post.

### **1 Week Prior to Contract Start**

- **Wrap-up and finalization:** During the final week of the transition, all tasks are finalized and checked against contract compliance and quality control. On-the-job training continues during the last week of the transition.

### **Contract Commencement**

G4S management will be present during the first week of service to facilitate questions and handle contingencies. Subsequently, G4S management will regularly visit your sites to observe security program operations, follow up with request and issues, and communicate the status of these efforts to your stakeholders. In addition to these scheduled site visits, G4S management is available at any time via email and mobile phone.

### **90-Day Control Plan**

In keeping with our desire to improve your security program continuously, our 90-day Control Plan provides monitoring of newly transitioned security sites and follow-up activities to ensure the identification and resolution of any issues that may arise during the initial program phase.

The following are typical activities that occur during the control period:

- Weekly conference calls
- Weekly post and site inspections
- Monthly client visits
- Verification of Post Orders on site, as approved by local client
- Review and approval of personnel files, training files and schedules
- Review of health insurance enrollment
- Review of supervisor and officer reports
- Review of KPIs, including recruitment status; incumbent retention; new hire recruitment; equipment delivery; etc.

## **RETAINING INCUMBENT PERSONNEL**

G4S recognizes the value of qualified incumbent personnel. Where possible and with the consent of Baldwin Park, we will retain existing personnel who meet our employment standards. During the



transition phase, G4S will work as closely as possible with incumbent providers and existing employees to transition new and existing personnel to your locations.

We take several steps to onboard retained incumbent personnel. Fostering enthusiasm while minimizing concerns requires early and frequent communication. Our strategy includes the following:

- **Joint initial meeting:** An initial meeting, wherein Baldwin Park will introduce G4S representatives to your incumbent officers, occurs early in the transition process. Incumbent officers learn about G4S employment, get answers to frequently asked questions and receive contact information for support.
- **Meet and greet sessions:** Throughout the transition process, additional, informal meetings are held at convenient locations before and after shifts. G4S managers answer questions, talk about G4S and provide employment application assistance.
- **Toll-free 24/7 hotline:** Using this call-in number, officers can connect with their local office or G4S headquarters to address their questions or concerns.
- **Baldwin Park /G4S Career Center Portal:** A customized Baldwin Park landing page will be created on the G4S Career Center website, based on the final award scenario. Incumbent officers will receive a link to the site where they can quickly fill a job application and connect with the G4S community.

# STAFF REPORT



**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Ben Martinez, Director of Community Development  
**PREPARED BY:** Ron Garcia, City Planner  
**DATE:** November 4, 2020  
**SUBJECT:** An Appeal of the Planning Commission's Decision to Deny a Request for a Conditional Use Permit for the Operation of a Mobile Recycling Facility within the Industrial Commercial (IC) Zone, Pursuant to Section Table 153.050.020 in the City's Municipal Code (Location: 4242 Park Place; Applicant: Wilmer G. Hernandez Gonzalez; Case Number: CP-20-09)

---

## **SUMMARY**

This report represents an appeal of the Planning Commission's decision to deny a conditional use permit for the operation of a mobile recycling facility located at 4242 Park Place, pursuant to Section Table 153.050.020 in the City's Municipal Code.

This item was continued from the October 21<sup>st</sup> City Council meeting.

## **RECOMMENDATION**

Staff recommends that the City hold a public hearing and adopt Resolution 2020-055, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING THE FINDINGS OF FACT AND DENYING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A MOBILE RECYCLING FACILITY WITHIN THE INDUSTRIAL COMMERCIAL (IC) ZONE, PURSUANT TO SECTION TABLE 153.050.020 OF THE CITY'S MUNICIPAL CODE. (LOCATION: 4242 PARK PLACE; APPLICANT: WILMER G. HERNANDEZ GONZALEZ; CASE NUMBER: CP-20-09)."

## **FISCAL IMPACT**

There is no fiscal impact associated with this item.

## **BACKGROUND**

The Planning Division has completed an initial environmental assessment of the above project proposal in accordance with the provisions of the California Environmental Quality Act (CEQA). It has been determined that the project will not have a significant impact upon the environment and is Categorically Exempt from CEQA pursuant to Article 19, Section 15303 (Class 3-New Construction or Conversion of Small Structures) in that it consists of the installation of a mobile recycling facility.

A Notice of Public Hearing was posted at the City Hall, Esther Snyder Community Center, Barnes Park and the Los Angeles County Library located in Baldwin Park on October 8, 2020, and Public Hearing Notices were mailed on October 8, 2020 to all property owners and occupants within a 300-foot radius of the subject property.

### **SUBJECT PROPERTY AND SURROUNDING LAND USES**

The subject site is zoned Industrial Commercial (IC) and is consistent with the Commercial/Industrial General Plan land use designation. Vehicular access to the site is provided via Ramona Blvd.

The subject property has a lot area of approximately 3,000 sq. ft. The property currently is vacant. The proposal is to establish a mobile recycling facility by placing one mobile collection container within the site. The proposal also includes the installation of two customer parking spaces.

The table below identifies the existing land uses that surround the subject property:

**TABLE #1**  
**SURROUNDING LAND USES**

| ADJACENT LOCATION | PROPERTY | ZONING            | PROPERTY USE         |
|-------------------|----------|-------------------|----------------------|
| North             |          | City of Irwindale | Industrial Buildings |
| South             |          | IC                | Towing Facility      |
| East              |          | IC                | Industrial Buildings |
| West              |          | IC                | Towing Facility      |

### **DISCUSSION**

Pursuant to Table 153.050.020 of the City's Municipal (Zoning) Code, no more than one recycling facility can be permitted within a radius of 3,000 feet and requires Planning Commission approval of a conditional use permit. The applicant, Wilmer G. Hernandez Gonzalez, is requesting consideration of a conditional use permit to operate a mobile recycling facility located at 4242 Park Place within the Industrial Commercial Zone. The applicant submitted a certified radius map to verify the proposed recycling facility adheres to the separation standard. The proposed use will include a 160-square foot mobile metal collection container which will be placed at the subject property. There will be two employees during the operating hours of 9:00 A.M. to 4:00 P.M. Monday through Saturday and 9:00 A.M. to 2:00 P.M. Sunday. The materials that will be collected are aluminum cans, glass and plastic bottles.

Staff included a number of conditions to address potential problems. These include limiting hours of operation, requiring material to be stored in the container, ensure cleanliness and security, prohibiting the release of fluids within the parking lot, and the facility shall be maintained free of vermin, litter, and any other undesirable materials, and shall be swept at the end of each collection day and cleaned weekly.

### **PLANNING COMMISSION ACTION**

On July 22, 2020, the Planning Commission held a public hearing on CP 20-09. At the conclusion of the discussion, the Planning Commission voted to deny the proposal 4-1 (Garcia Opposed).

At the August 26, 2020 Planning Commission meeting, staff returned with a resolution of denial and the Planning Commission provided further clarification on the findings for denial. The Planning Commission voted 3-1 (Garcia Opposed) to approve the resolution (PC 20-17) denying the conditional use permit.

### **APPEAL SUBMITTAL**

On September 8, 2020, the applicant Wilmer Hernandez submitted a written appeal and requisite filing fee (Attachment #6) to the City Clerk appealing the Planning Commission's adoption of Resolution PC 20-17 denying a conditional use permit for the operation of a mobile recycling facility.

### **FINDINGS OF FACT**

1. **Conditionally permitted.** The use is conditionally permitted within the subject zone and complies with the intent of all applicable provisions of this chapter. Table 153.050.020 of the Baldwin Park Zoning Code conditionally permits a recycling facility with an approval by the City's Planning Commission; and
2. **Zone integrity and character.** The potential noise and traffic of the proposed use will impair the integrity and character of the zone in which it is to be located; and
3. **Safety and welfare.** The potential noise and traffic of the proposed use will be detrimental to public interest, health, safety, convenience or welfare.

### **LEGAL REVIEW**

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

### **ALTERNATIVE**

As an alternative to the resolution of denial, the City Council could overturn the Planning Commission's decision and adopt the attached resolution of approval which includes the requisite findings of fact in favor of the mobile recycling facility.

### **ATTACHMENTS**

1. Exhibit "A", Site Plan
2. Vicinity Map
3. Planning Commission Minutes dated July 22, 2020 and August 26, 2020
4. Letters of Concern, Dated July 22, 2020, and August 26, 2020
5. Resolution PC NO. 20-17 (CP 20-09)
6. Appeal Letter, Dated September 8, 2020
7. City Council Resolution for Denial 2020-055
8. City Council Resolution for Approval 2020-055

OWNER/TENANT: WILMER, HERNANDEZ GONZALEZ  
TEL.: (323)736-9004  
PROJECT ADDRESS: 4242 PARK PL.  
BALDWIN PARK CA 91706  
APN #: 8437-018-045  
BLDG. TYPE: N/A  
GROUP OCCUPANCY: INDUSTRIAL

---

AREA LOT = \_\_\_\_\_ = 3,00 SQ. FT.

---

(E) EMPTY LOT W/CONCRETE SLAB \_\_\_\_\_ 3,000.00 SQ.FT.  
TOTAL ..... 3,000.00 SQ. FT.

# SHEET INDEX

---

A-1 EXISTING & PROPOSED SITE PLAN  
& GENERAL NOTES.

MINC No. \_\_\_\_\_

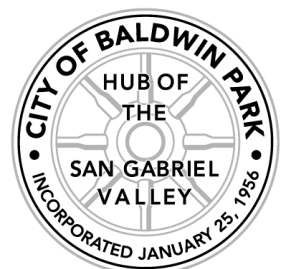


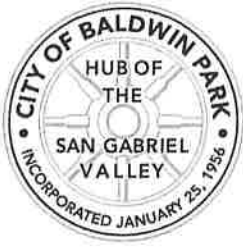
## Vicinity Map

**LOCATION:** 4242 Park Place

**CASE NUMBER:** CP-20-09

**DATE:** November 4, 2020





## **ACTION MINUTES PLANNING COMMISSION OF THE CITY OF BALDWIN PARK**

**Baldwin Park City Hall  
14403 E. Pacific Avenue, Baldwin Park, California  
Council Chamber**

**Wednesday July 22, 2020**

**7:26 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

|                  |                                                                                                                                                         |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Members Present: | Christopher Saenz, Chair<br>Edwin Borques, Vice Chair<br>Edith Flores, Commissioner<br>Christopher Garrido, Commissioner<br>Marlen Garcia, Commissioner |
| Staff Present:   | Ron Garcia, City Planner<br>Melissa Chipres, Associate Planner<br>Esther Washington, Administrative Clerk<br>Robert Tafoya, City Attorney               |

### **PUBLIC COMMUNICATIONS**

NONE

### **CONSENT CALENDAR**

#### **1) Minutes from June 10, 2020**

**ACTION:** Approved: 5-0. Moved by Commissioner Flores.  
Seconded by Commissioner Garrido.

| <b>COMMISSIONER</b> | <b>VOTE</b> |
|---------------------|-------------|
| Saenz               | Yes         |
| Borques             | Yes         |
| Flores              | Yes         |
| Garrido             | Yes         |
| Garcia              | Yes         |

## PUBLIC HEARINGS

- 2) A request for consideration of the following: A design to facilitate the construction of a new 60 foot tall (Monopalm) wireless communications facility in the (I-C) Industrial Commercial Zone pursuant to Table 153.180.050. (Applicant: J5 Infrastructure Partners; Case Number: CP 885).

Dina Elzik opposed the project.  
No public communication in favor.

**ACTION:** Approved: 5-0. Moved by Commissioner Borques.  
Seconded by Commissioner Garcia.

| COMMISSIONER | VOTE |
|--------------|------|
| Saenz        | Yes  |
| Borques      | Yes  |
| Flores       | Yes  |
| Garrido      | Yes  |
| Garcia       | Yes  |

- 3) A request for consideration of a recycling facility within the industrial Commercial (IC) Zone, pursuant to Table 153.050.020 in the City's Municipal Code (Location: 4242 Park Place (APN 8437-018-045): Applicant: Wilmer G. Hernandez Gonzalez; Case Number: CP-20-09)

Gregg Tuttle opposed the project.

Motion to adopt **Item #3** dies for lack of second.

**ACTION:** Approved: 4-0. Motion to re-open public hearing. Moved by Chair Saenz. Seconded by Commissioner Garcia.

| COMMISSIONER | VOTE |
|--------------|------|
| Saenz        | Yes  |
| Borques      | Yes  |
| Flores       | Yes  |
| Garrido      | *    |
| Garcia       | Yes  |

\*Commissioner Garrido unable to vote due to technical difficulty.

Dayana Partida spoke in favor of the proposed project.

**ACTION:** Approved: 4-1. Motion adopting the finding of facts for the denial of the resolution. Moved by Chair Saenz. Seconded by Vice-Chair Borques.

| COMMISSIONER | VOTE |
|--------------|------|
| Saenz        | Yes  |
| Borques      | Yes  |
| Flores       | Yes  |
| Garrido      | Yes  |
| Garcia       | No   |

### **PUBLIC COMMENTS**

Read into record comments from Dina Elzik.

### **REPORTS OF OFFICERS**

No Planning Commission meeting on August 12, 2020.

Planning Commission meeting will be held on August 26, 2020.

### **COMMISSION/STAFF COMMUNICATIONS**

Welcome new Intern, Andrew Vidal to the Planning Division.

### **ADJOURNMENT**

**ACTION:** Approved 5-0. Moved by Chair Saenz. Seconded by Commissioner Garcia.

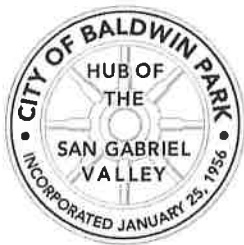
| COMMISSIONER | VOTE |
|--------------|------|
| Saenz        | Yes  |
| Borques      | Yes  |
| Flores       | Yes  |
| Garrido      | Yes  |
| Garcia       | Yes  |

The Planning Commission adjourned the meeting at 8:36 p.m.

Approved as presented/amended by the Planning Commission at their meeting held on

1/22/20

  
 Ron Garcia, Secretary  
 Baldwin Park Planning Commission



## **ACTION MINUTES PLANNING COMMISSION OF THE CITY OF BALDWIN PARK**

**Baldwin Park City Hall  
14403 E. Pacific Avenue, Baldwin Park, California  
Council Chamber**

**Wednesday August 26, 2020**

**7:05 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

|                  |                                                                                                                                           |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Members Present: | Christopher Saenz, Chair<br>Edwin Borques, Vice Chair<br>Christopher Garrido, Commissioner<br>Marlen Garcia, Commissioner                 |
| Staff Present:   | Ron Garcia, City Planner<br>Melissa Chipres, Associate Planner<br>Esther Washington, Administrative Clerk<br>Robert Tafoya, City Attorney |

**ACTION:** Chair Saenz excused Commissioner Flores from Planning Commission meeting.

Approved: 4-0. Moved by Commissioner Saenz. Seconded by Vice Chair Borques.

| COMMISSIONER | VOTE   |
|--------------|--------|
| Saenz        | Yes    |
| Borques      | Yes    |
| Flores       | Absent |
| Garrido      | Yes    |
| Garcia       | Yes    |

### **PUBLIC COMMUNICATIONS**

Received from Greg Tuttle. Read into record by Ron Garcia, City Planner.

**CONSENT CALENDAR****1) Minutes from August 12, 2020**

**ACTION:** Approved: 4-0. Moved by Vice Chair Borques.  
Seconded by Commissioner Garcia.

| <b>COMMISSIONER</b> | <b>VOTE</b> |
|---------------------|-------------|
| Saenz               | Yes         |
| Borques             | Yes         |
| Flores              | Absent      |
| Garrido             | Yes         |
| Garcia              | Yes         |

**PUBLIC HEARINGS**

- 2) A request for consideration from staff that the Planning Commission open the public hearing to provide further clarification and direction on the findings necessary for denial of CP 20-09 previously heard by the Planning Commission on July 22, 2020 for a recycling facility within the Industrial Commercial (IC) Zone, pursuant to Table 153.050.020 in the City's Municipal Code (Location: 4242 Park Place (APN 8437-018-045); Applicant: Wilmer G. Hernandez Gonzalez. *This item was continued from the August 12, 2020 Planning Commission meeting.***

**Item #2:** Motion to adopt the findings of fact necessary for the denial of CP 20-09 and the denial of PC Resolution 20-17.

**ACTION:** Approved: 3-1. Moved by Chair Saenz. Seconded Vice Chair Borques.

| <b>COMMISSIONER</b> | <b>VOTE</b> |
|---------------------|-------------|
| Saenz               | Yes         |
| Borques             | Yes         |
| Flores              | Absent      |
| Garrido             | Yes         |
| Garcia              | No          |

- 3) A request for consideration of a recycling facility within the Industrial Commercial (IC) Zone, pursuant to Table 153.050.020 in the City's Municipal Code (Location: 3026 Frazier Street (APN 8556-022-042); Applicant: Walter A. Gonzalez Reyes; Case Number: CP-892).**

Ezequiel Pescina spoke on proposed project.

**Item #3:** To be tabled until next meeting on 9/23/20.

## Item #3 continued from page 2

**ACTION:** Approved: 4-0. Moved by Chair Saenz. Seconded by Commissioner Garcia.

| COMMISSIONER | VOTE   |
|--------------|--------|
| Saenz        | Yes    |
| Borques      | Yes    |
| Flores       | Absent |
| Garrido      | Yes    |
| Garcia       | Yes    |

- 4) A request for consideration of and a recommendation of approval to the Planning Commission to facilitate the construction of new 2,200-square foot drive through coffee shop, a Conditional Use Permit for the operation of a drive-through in conjunction with a proposed Starbucks, and a Tentative Parcel Map to consolidate two parcels into one within the General Commercial (C-2) Zone. (Location: 3053 & 3077 Baldwin Park Blvd. Applicant: Scott Mommer; Case Number: CP 20-10 and PM 1441).

Scott Mommer spoke on proposed project.

**ACTION:** Approved: 4-0. Moved by Chair Saenz. Seconded by Commissioner Garrido.

| COMMISSIONER | VOTE   |
|--------------|--------|
| Saenz        | Yes    |
| Borques      | Yes    |
| Flores       | Absent |
| Garrido      | Yes    |
| Garcia       | Yes    |

- 5) A request for consideration of a recommendation of approval to the City Council regarding Development Agreement 20-04 to permit a Cannabis Cultivation and Manufacturing Facility within the I, Industrial Zone, pursuant to Ordinance 1442. (Location: 4517 Little John St.; Applicant: Freshmade LLC; Case Number: DA 20-04 for CAN 20-01).

**ACTION:** Approved: 4-0. Moved by Chair Saenz. Seconded by Commissioner Garrido.

## Item #5 continued from page 3

| COMMISSIONER | VOTE   |
|--------------|--------|
| Saenz        | Yes    |
| Borques      | Yes    |
| Flores       | Absent |
| Garrido      | Yes    |
| Garcia       | Yes    |

- 6) A request for consideration of a recommendation of approval to the City Council on an amendment to the Development Agreement 18-14 (Currently located at 15010 Arrow Highway) to add an additional location 13110 Spring Street, for a Cannabis cultivation and manufacturing facility within the IC, Industrial Commercial Zone pursuant to Ordinance 1442. (Location: 15010 Arrow Highway and 13110 Spring Street; Applicant: VRD Inc.; Case Number: DA-18-14 for CAN 17-28)

**ACTION:** Approved: 4-0. Moved by Chair Saenz.  
Seconded by Vice Chair Borques.

| COMMISSIONER | VOTE   |
|--------------|--------|
| Saenz        | Yes    |
| Borques      | Yes    |
| Flores       | Absent |
| Garrido      | Yes    |
| Garcia       | Yes    |

**PUBLIC COMMENTS**

None

**REPORTS OF OFFICERS**

Planning Commission will not be held September 9, 2020.  
Planning Commission will be held on September 23, 2020.

**COMMISSION/STAFF COMMUNICATIONS**

None

**ADJOURNMENT**

**ACTION:** Approved 4-0. Moved by Chair Saenz. Seconded by Commissioner Garcia.

Continued from page 4

| COMMISSIONER | VOTE   |
|--------------|--------|
| Saenz        | Yes    |
| Borques      | Yes    |
| Flores       | Absent |
| Garrido      | Yes    |
| Garcia       | Yes    |

The Planning Commission adjourned the meeting at 8:40 p.m.

Approved as presented/amended by the Planning Commission at their meeting held on

8/26/20

  
\_\_\_\_\_  
Ron Garcia, Secretary  
Baldwin Park Planning Commission

**From:** Greg Tuttle <tpehome@aol.com>  
**Sent:** Wednesday, July 22, 2020 10:30 AM  
**To:** Ron Garcia  
**Subject:** Planning meeting number cp-20-09

To whom it concerns planning Commissioners and Ron Garcia,

1. This man has operated illegally for almost a year behind the barber shop and I had filed numerous complaints with code enforcement which finally he was removed from there. The resin trash and not containing the recycleables.  
Also doing it illegally.
2. The lot he wants to use is next to action village that has several businesses there that don't want the rodents and rats this will bring along with the residents Who live close by.
3. This man has already proven he will not be a clean recycling center from past code enforcements and we don't want it next to our businesses.
4. I strongly object to Marlen Garcia voting on the project since the property owner William Salazar has given her thousands of dollars during her past council races. Garcia must abstain from voting.
5. I want to see the conditional use permit that will be issued also.
6. We have all the businesses in total agreement that this should not be placed near our businesses and we know with the election coming soon all this can be removed anyway please don't waste city time on a project the owner has already proven will not abide by regulations.

Thank you Greg S Tuttle



Wed 8/26/2020 3:50 PM

Greg Tuttle <tpehome@aol.com>

Fwd: RE: Planning meeting number cp-20-09

To: ☐ Ron Garcia

You forwarded this message on 8/26/2020 4:40 PM.

**[CAUTION]: External Email**

Ron

I am out of town ready to board a 4 hour flight and I am going to strongly suggest u read my comments on how this meeting should have went to appeal and gone to council.

1. The street is very narrow
2. No parking on either side
3. It's next to a residence
4. We have a restaurant at the end of the street.
5. This man was warned over a year to get licensed and clean his crap up.
6. Tafoya said the guy wasn't aware he needed his license to dirty a parking lot for a year if he's that stupid then he won't take care of this new place.
7. U don't give someone a trail time to see if he obeys the rules when he broke them for a year with numerous complaints from me.
8. This recycling places attack rats and diseases which this man will not take care of.
9. We know Marlen Garcia vo

Sent from AOL Mobile Mail

Get the new AOL app: [mail.mobile.aol.com](mailto:mail.mobile.aol.com)

## RESOLUTION PC 20-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK ADOPTING THE FINDINGS OF FACT AND DENYING A REQUEST FOR A CONDITIONAL USE PERMIT FOR THE OPERATION OF A MOBILE RECYCLING FACILITY, PURSUANT TO TABLE 153.050.020 IN THE CITY'S MUNICIPAL CODE (LOCATION: 4242 PARK PLACE; APPLICANT: WILMER G. HERNANDEZ GONZALEZ; CASE NUMBER: CP-20-09)

**WHEREAS**, the Planning Commission has received Conditional Use Permit No. 20-09, from Wilmer G. Hernandez Gonzalez ("applicant") at 4242 Park Place. ("subject site"); a request to establish a mobile recycling facility on a parcel within the Industrial Commercial (IC) zone, pursuant to Table 153.050.020 in the City's Municipal Code; and

**WHEREAS**, a site plan was ("Exhibit A") was filed with in conjunction with this request; and

**WHEREAS**, Table 153.050.020 of the City of Baldwin Park Municipal Code (BPMC) requires the review and approval of a Conditional Use Permit by the Planning Commission; and

**WHEREAS**, the purpose and intent of requiring a Conditional Use Permit is to ensure the compatibility in maintained between a conditional use on a specific site, and other existing and future land uses on adjacent and surrounding properties; and

**WHEREAS**, Section 153.210.470(B) of the BPMC authorizes the Planning Commission to consider granting a Conditional Use Permit and impose such conditions as it deems necessary and reasonable to protect the best interests of the surrounding property or neighborhood and to ensure compliance with the Zoning Code and the General Plan; and

**WHEREAS**, pursuant to the California Environmental Quality Act (CEQA) this project will not have a significant effect on the environment and is listed as a Class 3 Categorical Exemption. Class 3-New Construction or Conversion of Small Structures in that it consists of the installation of a mobile recycling facility; and

**WHEREAS**, Conditional Use Permit No. 20-09 has been reviewed by the Planning Commission on July 22, 2020 and August 26, 2020 at a duly noticed public hearing.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** The Planning Commission does hereby adopt the following Findings of Fact applicable to all conditional use permits:

1. **Conditionally permitted.** The use is conditionally permitted within the subject zone and complies with the intent of all applicable provisions of this chapter. Table 153.050.020 of the Baldwin Park Zoning Code conditionally permits a recycling facility with an approval by the City's Planning Commission; and
2. **Zone integrity and character.** The potential noise and traffic of the proposed use will impair the integrity and character of the zone in which it is to be located; and
3. **Safety and welfare.** The potential noise and traffic of the proposed use will be detrimental to public interest, health, safety, convenience or welfare.

**SECTION 3.** The Secretary shall certify to the adoption of this Resolution and forward a copy hereof to the City Clerk and the Applicant.

PASSED AND APPROVED this 26<sup>th</sup> day of August, 2020.

---

CHRISTOPHER SAENZ, CHAIR  
BALDWIN PARK PLANNING COMMISSION

ATTEST:

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

I, RON GARCIA, Secretary of the Baldwin Park Planning Commission, do hereby certify that the foregoing Resolution No. PC 20-09 was duly and regularly approved and adopted by the Planning Commission at a regular meeting thereof, held on the 26<sup>th</sup> day of August, 2020 by the following vote:

|          |                |       |
|----------|----------------|-------|
| AYES:    | COMMISSIONERS: | _____ |
| NOES:    | COMMISSIONERS: | _____ |
| ABSTAIN: | COMMISSIONERS: | _____ |
| ABSENT:  | COMMISSIONERS: | _____ |

---

RON GARCIA  
BALDWIN PARK PLANNING COMMISSION

From Applicant: Wilmer Hernandez Gonzalez  
Attention: Chief Administrative Officer and City Council

C/O:  
City Clerk's Office  
Lourdes Morales  
14403 E. Pacific Avenue,  
Baldwin Park, CA 91706

**RE: Denial of Application for Administrative Conditional Use Permit No. CP 20-09  
to operate a Recycling Facility/Beverage Container Collection Facility at 4242 Park Place,  
Baldwin Park (APN 8437-018-045).**

Dear Chief Administrative Officer Shannon Yauchzee,

Mayor, Manuel Lozano  
Mayor Pro-Tem, Paul C. Hernandez  
Councilmember, Alejandra Avila  
Councilmember, Jean M. Ayala  
Councilmember, Monica Garcia

I'm appealing to the city council the City of Baldwin Park Planning Commission's decision to deny my request to operate a Recycling Facility (Beverage Container Collection Facility) at 4242 Park Place, Baldwin Park located in the City's industrial zone. I believe the reasons cited to support your denial are not germane to this application, as my proposal falls within the permissible parameters outlined in the city's municipal code. I stand ready to meet the conditions that were provided in the staff recommendation.

The reasons to approve this application for a Recycling Facility/Beverage Container Collection Facility were accurately outlined with a recommendation for approval on at least two different occasions by Planning department's professional planning staff. The city's planning staff enumerated the reasons why the application conforms with city zoning requirements, furthermore, it is also important to note the most recent staff report confirmed that this proposal would not in any way disrupt any of the surrounding industrial and commercial activity adjacent the subject property. Moreover, this proposed manual collection of beverage containers in no way would be disruptive to traffic flow, or create noise and other environmental impacts anywhere near the existing uses surrounding the subject property on all sides. This was highlighted in the planning departments most recent staff report in support of my application.

I remain committed to providing a positive community project that is compatible with the City of Baldwin Park's and the State of California's statutory goals towards achieving greater trash diversion levels through a locally situated collection facility that allows residents convenience and economic benefit through their collective recycling efforts in achieving greater environmental sustainability. I respectfully ask that you overturn the planning commission's decision via this formal appeal process.

Sincerely,

Wilmer Hernandez Gonzalez



## RESOLUTION 2020-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING THE FINDINGS OF FACT AND DENYING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A MOBILE RECYCLING FACILITY WITHIN THE INDUSTRIAL COMMERCIAL (IC) ZONE, PURSUANT TO SECTION TABLE 153.050.020 OF THE CITY'S MUNICIPAL CODE. (LOCATION: 4242 PARK PLACE; APPLICANT: WILMER G. HERNANDEZ GONZALEZ; CASE NUMBER: CP-20-09).

THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1.** The City Council of the City of Baldwin Park does hereby find, determine, and declare as follows:

**WHEREAS,** An application for a conditional use permit was submitted by Wilmer G. Hernandez Gonzalez ("applicant") of certain real property, located at 4242 Park Place ("subject site"); in the City of Baldwin Park, described more particularly in the Application on file with the City Planner; and

**WHEREAS,** The Application was sought to approve Conditional Use Permit No. 20-09, from Wilmer G. Hernandez Gonzalez ("applicant") at 4242 Park Place. ("subject site"); to establish a mobile recycling facility on a parcel within the Industrial Commercial (IC) zone, pursuant to Table 153.050.020 in the City's Municipal Code; and

**WHEREAS,** Conditional Use Permit No. 20-09 has been reviewed by the Planning Commission on July 22, 2020 and August 26, 2020 at a duly noticed public hearing; and

**WHEREAS,** On September 8, 2020, Wilmer G. Hernandez Gonzalez ("applicant") submitted a complete and timely appeal of the Planning Commission's decision to the City Clerk of the City of Baldwin Park; and

**WHEREAS,** A duly noticed public hearing was held on said Application by the City Council on November 4, 2020. The City Council, after reviewing the Staff Report, Administrative Record, and considering oral evidence during said public hearing, found that there are not the requisite findings to grant the conditional use permit; and

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 2.** The City Council does hereby adopt the following Findings of Fact applicable to all conditional use permits:

1. **Conditionally permitted.** The use is conditionally permitted within the subject zone and complies with the intent of all applicable provisions of this chapter. Table

153.050.020 of the Baldwin Park Zoning Code conditionally permits a recycling facility with an approval by the City's Planning Commission; and

2. **Zone integrity and character.** The potential noise and traffic of the proposed use will impair the integrity and character of the zone in which it is to be located; and
3. **Safety and welfare.** The potential noise and traffic of the proposed use will be detrimental to public interest, health, safety, convenience or welfare.

**SECTION 3.** The Secretary shall certify to the adoption of this Resolution and forward a copy hereof to the City Clerk and the Applicant.

**SECTION 4.** This resolution shall become effective immediately upon its adoption.

**SECTION 5.** The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

PASSED AND APPROVED this 4<sup>th</sup> day of November, 2020.

---

Manuel Lozano, Mayor  
BALDWIN PARK CITY COUNCIL

ATTEST:

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

I, Lourdes Morales, Chief Deputy City Clerk of the Baldwin Park City Council, do hereby certify that the foregoing Resolution No. 2020-055 was duly and regularly approved and adopted by the City Council at a regular meeting thereof, held on the 4<sup>th</sup> day of November, 2020 by the following vote:

AYES: COUNCIL MEMBERS: \_\_\_\_\_

NOES: COUNCIL MEMBERS: \_\_\_\_\_

ABSENT: COUNCIL MEMBERS: \_\_\_\_\_

ABSTAIN: COUNCIL MEMBERS: \_\_\_\_\_

---

Lourdes Morales  
BALDWIN PARK Chief Deputy City Clerk

RESOLUTION 2020-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING THE FINDINGS OF FACT AND APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A MOBILE RECYCLING FACILITY WITHIN THE INDUSTRIAL COMMERCIAL (IC) ZONE, PURSUANT TO SECTION TABLE 153.050.020 OF THE CITY'S MUNICIPAL CODE. (LOCATION: 4242 PARK PLACE; APPLICANT: WILMER G. HERNANDEZ GONZALEZ; CASE NUMBER: CP-20-09).

THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1.** The City Council of the City of Baldwin Park does hereby find, determine, and declare as follows:

**WHEREAS,** An application for a conditional use permit was submitted by Wilmer G. Hernandez Gonzalez ("applicant") of certain real property, located at 4242 Park Place ("subject site"); in the City of Baldwin Park, described more particularly in the Application on file with the City Planner; and

**WHEREAS,** The Application was sought to approve Conditional Use Permit No. 20-09, from Wilmer G. Hernandez Gonzalez ("applicant") at 4242 Park Place. ("subject site"); to establish a mobile recycling facility on a parcel within the Industrial Commercial (IC) zone, pursuant to Table 153.050.020 in the City's Municipal Code; and

**WHEREAS,** Conditional Use Permit No. 20-09 has been reviewed by the Planning Commission on July 22, 2020 and August 26, 2020 at a duly noticed public hearing; and

**WHEREAS,** On September 8, 2020, Wilmer G. Hernandez Gonzalez ("applicant") submitted a complete and timely appeal of the Planning Commission's decision to the City Clerk of the City of Baldwin Park; and

**WHEREAS,** A duly noticed public hearing was held on said Application by the City Council on November 4, 2020. The City Council, after reviewing the Staff Report, Administrative Record, and considering oral evidence during said public hearing, found that there are requisite findings to grant the conditional use permit; and

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 2.** The proposed use is a mobile recycling facility. It is being established within the Industrial Commercial (IC) Zone and with the terms defined in Table 153.50.020 of the BPMC because it is the only recycling facility within a 3,000 foot radius.

Therefore, establishment of the proposed use is consistent with the purpose and intent of the BPMC, and of the Industrial Commercial zone and General Plan land use designation.

**SECTION 3.** The City Council does hereby adopt the following Findings of Fact applicable to all conditional use permits:

1. **Conditionally permitted.** The use is conditionally permitted within the subject zone and complies with the intent of all applicable provisions of this chapter. Table 153.050.020 of the Baldwin Park Zoning Code conditionally permits a recycling facility with an approval by the City's Planning Commission; and
2. **Zone integrity and character.** The use will not impair the integrity and character of the zone in which it is to be located. The property is located within the IC, Industrial Commercial Zone which conditionally allows for recycling uses. Therefore, a new recycling facility within an existing Industrially zoned property is consistent with the integrity and character of the zone; and
3. **Site suitability.** The subject site is physically suitable for the type of land use being proposed. the subject site is a vacant industrially zoned property and consists of an existing driveway (Ramona Blvd and Park Place) making the site suitable for the proposed use; and
4. **Existing compatibility.** The proposed recycling facility will provide a complimentary service to the surrounding community to have access to a recycling service. The use is also compatible with the commercial land uses adjacent and in proximity to the subject site; and
5. **Future compatibility.** The use will be compatible with existing and future land uses within the zone and the general area in which the proposed use is to be located. The use of the property is a vacant industrially zoned property and is compatible with existing and future land uses within the IC, Industrial Commercial zone and the general area in which the use is located; and
6. **Utilities and services.** Adequate provisions for water, sewer and public utilities and services are available to ensure that the use will not be detrimental to public health and safety in that the proposed use will be located on a subject site with already established utilities; and
7. **Public Access.** Adequate provisions for public access are available to serve the use. The site has direct vehicular and pedestrian access from Park Place and Ramona Blvd. Additionally, adequate sidewalks provide both pedestrians and persons with disabilities with safe and convenient access to the site, provide access for motor vehicles. The site's access to sidewalks, streets and highways are adequate in width and pavement type to carry the quantity of traffic generated by the existing uses in the vicinity; and

8. **General Plan consistency.** The use is consistent with the General Plan in that it will provide an opportunity to add a recycling facility and promote Baldwin Park as a good place to run a business in line with Goal 7.0 of the Economic Development Element and furthering the General Plan's goals and policies; and
9. **Safety and welfare.** The use will not be detrimental to public interest, health, safety, convenience or welfare in that the proposed use will be located adjacent to existing buildings which will be identical in use and all activity of the business will be screened from the public view. It will also follow Section 130.30 through 130.44 of the Municipal Code regarding noise standards, and be conducting their rental business during the hours of 9am to 4pm Monday through Saturday and 9:00 a.m. to 2:00 p.m. Sunday.

**SECTION 4.** The Application, as herein above described below, and the same is hereby approved subject to the following conditions:

- 1) That the property shall be developed and maintained in substantial accordance with Exhibit "A" dated November 4, 2020; and
- 2) That the use shall be operated and the subject property be maintained in a neat and orderly manner; and the site shall be kept free of litter and that all graffiti (throughout the property) shall be removed within twenty-four (24) hours of its discovery at the expense of the applicant and/or owner; and
- 3) The transferring of recyclable materials between containers, including glass, aluminum, etc. shall not result in the increase of noise that exceeds the allowable noise levels within industrial zone;
- 4) The operation of the facility shall comply with noise standards pursuant to section 153.140.070 of the Baldwin Park Municipal Code; and
- 5) That any permanent or temporary signage shall require a sign permit and shall be made and installed in accordance with the City's sign regulations; and
- 6) Except as otherwise provided herein, this permit is approved as a land use entitlement. If the applicant proposes changes regarding the location or alteration of any use or structure, the applicant shall submit changes to the Planning Division for review and approval; and
- 7) The facility is approved to operate 9:00 a.m. to 4:00 p.m. Monday through Saturday and 9:00 a.m. to 2:00 p.m. on Sunday, and
- 8) The containers shall be constructed of durable metal and painted in a light beige color with anti-graffiti coatings. The containers shall be waterproof, leak-proof, and rustproof, and

- 9) The facility attendant shall wear a uniform during all times of operation, and
- 10) The site shall be patrolled once per day to ensure cleanliness and security, and
- 11) All recyclable material shall be stored in containers or in the mobile unit vehicle, and no materials shall be left outside of containers when attendant is not present, and
- 12) Any fluid shall be disposed of in a watertight container. The facility attendant shall have a five-gallon supply of water during all times of operation to dilute any residual fluid mixture. Fluids may not be dumped on the parking lot, and
- 13) No power-driven processing equipment shall be employed, and
- 14) The facility shall be maintained free of vermin, litter, and any other undesirable materials, and be swept at the end of each collection day and cleaned weekly, and
- 15) If the Conditional Use Permit expires, the recycling facility shall be removed from the site on the day following permit expiration, and
- 16) If within one (1) year after the date of approval of CP 20-09, all conditions of approval have not been satisfied, CP-20-09 shall become null and void; and
- 17) That the applicant shall sign a notarized affidavit within ten (10) days after the date of this resolution stating that the applicant has read and accepts all of the conditions of approval.

**Building Conditions:**

- 18) All Conditions of Approval as approved by the Planning Commission shall appear as notes on the plans submitted for building plan check and permits.
- 19) Submit complete construction plans to Building Division for formal plans review and building permit.
- 20) Provide an accessible path of travel from the public sidewalk and accessible parking stalls for persons with disability pursuant to CBC Chapter 11B.

**Public Works Conditions:**

- 21) The applicant shall comply with Low Impact Development (LID) requirements to the satisfaction of the City Engineer. Please refer to City handouts.
- 22) An Erosion Control Plan shall be submitted concurrently with the drainage plan clearly detailing erosion control measures. These measures shall be implemented during construction. The erosion control plan shall conform to national Pollutant Discharge Elimination System (NPDES) standards and incorporate the appropriate Best Management Practices (BMP's) as specified in the Storm Water BMP Certification.
- 23) The applicant shall comply with Low Impact Development (LID) requirements to the satisfaction of the City Engineer. Please refer to County of LA DPW LID Manual.
- 24) Show locations of existing and proposed fire hydrants.
- 25) Show locations of water and sewer mains, including the sizes.
- 26) Show the location and sizes of water meters including path to each unit and how they connect to the water main.
- 27) Dependent on use an Industrial Waste Discharge permit may be required.
- 28) Show the size and location of the fire line to the building.
- 29) Annually submit tonnage report for recycled materials for the City's recycling program.
- 30) Submit a CalRecycle Certification application for Recycling Centers to the State.
- 31) Show bearings and distances at all boundaries, including street centerline.
- 32) Show dimensions to property line from all building orientations.
- 33) Some dimensions are not consistent with other maps, please verify such.
- 34) Show all easements, provide title report to verify existing easements or none.
- 35) Provide site topography to show the site slope and existing structures or improvements.

## **DRAINAGE**

- 36) Detailed drainage system information of the lot with careful attention to any flood hazard area shall be submitted. All drainage/runoff from the development shall be conveyed from the site to the natural drainage course. No on-site drainage shall be conveyed to adjacent parcels, unless that is the natural drainage course.
- 37) Show existing and/or proposed fences, height and material.
- 38) Show drainage arrows, direction slopes and elevations.
- 39) Show how roof drainage will be contained or routed to a permanent BMP device.
- 40) Show hydrology and hydraulic calculations for LID devices and containment.
- 41) Below is a portion of the LID manual you need to comply with.
- 42) This section describes the stormwater management requirements for Designated Projects, which are identified as meeting one or more of the following:
  - All development projects equal to one acre or greater of disturbed area and adding more than 10,000 square feet of impervious surface area;
  - Industrial parks with 10,000 square feet or more of surface area;
  - Commercial malls with 10,000 square feet or more of surface area;
  - Retail gasoline outlets with 5,000 square feet or more of surface area;
  - Restaurants (Standard Industrial Classification [SIC] Code 5812) with 5,000 square feet or more of surface area;
  - Parking lots with 5,000 square feet or more of impervious surface area, or with 25 or more parking spaces;
  - Automotive service facilities (SIC Codes: 5013, 5014, 5511, 5541, 7532-7534, or 7536-7539) with 5,000 square feet or more of surface area;
  - Projects located in or directly adjacent to, or discharging directly to a Significant Ecological Area (SEA), where the development will:
    - Discharge stormwater runoff that is likely to impact
    - sensitive biological species or habitat; and

- Create 2,500 square feet or more of impervious surface area.
- 42) Redevelopment projects, which are developments that result in creation or addition or replacement of either: (1) 5,000 square feet or more of impervious surface on a site that was previously developed as described in the above bullets; or (2) 10,000 square feet or more of impervious surface area on a site that was previously developed as a single family home.
- a. Where 50 percent or more of the impervious surface of a previously developed site is proposed to be altered and the previous development project was not subject to post-construction stormwater quality control measures, the entire development site (e.g., both the existing development and the proposed alteration) must meet the requirements of the LID Standards Manual.
  - b. Where less than 50 percent of the impervious surface of a previously developed site is proposed to be altered and the previous development project was not subject to post-construction stormwater quality control measures, only the proposed alteration must meet the requirements of the LID Standards Manual.
  - c. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic, purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways, which does not disturb additional area and maintains the original grade and alignment, is considered routine maintenance activity. Redevelopment does not include repaving of existing roads to maintain original line and grade.
- 43) Stormwater Management Requirements for Designated Projects: All Designated Projects must retain 100 percent of the SWQDv on-site through infiltration, evapotranspiration, stormwater runoff harvest and use, or a combination thereof unless it is demonstrated that it is technically infeasible to do so. To meet these requirements, Designated Projects must:
- Conduct site assessment and identify design considerations, including determining the feasibility of on-site infiltration

(see Section 4 and Section 7.3);

- Apply site-specific source control measures (see Section 5);
- Calculate the Stormwater Quality Design Volume (see Section 6);
- Implement stormwater quality control measures (see Section 7);
- Implement alternative compliance measures, if necessary (see Section 7);
- Implement hydro modification requirements, if necessary (see Section 8); and
- Develop a Maintenance Plan, if necessary (see Section 9).

**SECTION 5.** The Secretary shall certify to the adoption of this Resolution and forward a copy hereof to the City Clerk and the Applicant.

**SECTION 6.** This resolution shall become effective immediately upon its adoption.

**SECTION 7.** The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

PASSED AND APPROVED this 4<sup>th</sup> day of November, 2020.

---

Manuel Lozano, Mayor  
BALDWIN PARK CITY COUNCIL

ATTEST:

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

I, Lourdes Morales, Chief Deputy City Clerk of the Baldwin Park City Council, do hereby certify that the foregoing Resolution No. 2020-055 was duly and regularly approved and adopted by the City Council at a regular meeting thereof, held on the 4<sup>th</sup> day of November, 2020 by the following vote:

AYES: COUNCIL MEMBERS: \_\_\_\_\_

NOES: COUNCIL MEMBERS: \_\_\_\_\_

ABSENT: COUNCIL MEMBERS: \_\_\_\_\_

ABSTAIN: COUNCIL MEMBERS: \_\_\_\_\_

---

Lourdes Morales  
BALDWIN PARK Chief Deputy City Clerk

# AGENDA

## BALDWIN PARK CHARITABLE RELIEF FOUNDATION [BPCRF] VIRTUAL MEETING

November 4, 2020  
7:00 PM

**THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC  
IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS**

In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

**Audio Streaming will be available at:**

[https://www.youtube.com/channel/UCFLZ0\\_dDFRjy59rhiDZ13Fg/featured?view\\_as=subscriber](https://www.youtube.com/channel/UCFLZ0_dDFRjy59rhiDZ13Fg/featured?view_as=subscriber)  
[http://baldwinpark.granicus.com/ViewPublisher.php?view\\_id=10](http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10)



|                   |   |              |
|-------------------|---|--------------|
| Manuel Lozano     | - | Chair        |
| Monica Garcia     | - | Vice Chair   |
| Alejandra Avila   | - | Board Member |
| Jean M. Ayala     | - | Board Member |
| Paul C. Hernandez | - | Board 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.

Any written public record relating to an agenda item for an open session of a regular meeting of the Baldwin Park Charitable Relief Foundation that is distributed less than 72 hours prior to that meeting will be available for public inspection at City Hall in the City Clerk's office at 14403 E. Pacific Avenue, 3rd Floor during normal business hours (Monday - Thursday, 7:30 a.m. - 6:00 p.m.)

**BALDWIN PARK CHARITABLE RELIEF FOUNDATION (BPCRF)  
REGULAR MEETING – 7:00 PM**

**CALL TO ORDER**

**ROLL CALL**

**Board Members: Alejandra Avila, Jean M. Ayala, Paul C. Hernandez,  
Vice Chair Monica Garcia and Chair Manuel Lozano**

**PUBLIC COMMUNICATIONS**

*If you wish to comment, please email your name, City of residence, item number or topic and a phone number where you will be available between the hours of 7:00 PM to 8:00 PM on November 4,, 2020 to [comments@baldwinpark.com](mailto:comments@baldwinpark.com). You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 5:00 PM on November 4, 2020. If you require translation services in another language or sign, please indicate your request in your communication 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.*

**NEW BUSINESS**

**1. APPROVE MEETING MINUTES OF THE BALDWIN PARK CHARITABLE RELIEF FOUNDATION**

It is recommended that the Board of Directors approve the Meeting Minutes of the Regular Meeting of the Baldwin Park Charitable Relief Foundation held on November 6, 2019.

**2. APPROVE RESOLUTION FOR THE PARTICIPATION IN THE NAVIDAD EN EL BARRIO CHRISTMAS CAMPAIGN.**

It is recommended that the Board of Directors approve the Resolution authorizing the Baldwin Park Charitable Relief Foundation to participate in the 2020 Navidad en el Barrion, Inc. Christmas Campaign.

**ADJOURNMENT**

**CERTIFICATION**

I, Lourdes Morales, Chief Deputy Secretary of the Baldwin Park Charitable Relief Foundation hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 29<sup>th</sup> day of October, 2020.



Lourdes Morales,  
Chief Deputy Secretary

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

**MINUTES  
BALDWIN PARK CHARITABLE RELIEF FOUNDATION  
REGULAR MEETING  
November 6, 2019, 7:00 P.M.  
COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706**

*These minutes are presented in Agenda order. Various announcements or discussions may have occurred before or after the title under which they are presented.*

**CALL TO ORDER**

The meeting was called to order at 7:02 P.M. by Mayor Lozano.

**ROLL CALL**

**PRESENT:**

Board Member Alejandra Avila  
Board Member Paul C. Hernandez  
Board Member Ricardo Pacheco  
Chair Manuel Lozano

**PUBLIC COMMUNICATIONS**

Chairman Lozano opened Public Communications at 8:40 P.M.

Seeing no one wishing to speak, Public Communications closed at 9:01 P.M.

**NEW BUSINESS**

- 1) Approve Meeting of the BPCR, the Board of Directors receive and file BPCR's Meeting Minutes of the Regular Meeting of the Baldwin Park Charitable Relief Foundation held on October 3, 2018;
- 2) Approve Meeting of the BPCR, the Board of Directors receive and file BPCR's Meeting Minutes of the Regular Meeting of the Baldwin Park Charitable Relief Foundation held on September 18, 2019;
- 3) Approve Resolution authorizing the Baldwin Park Charitable Relief Foundation to participate in the 2019 Navidad en el Barrio, Inc. Christmas Campaign.

A motion to approve items 1 thru 3 by Chairman Lozano, seconded by Board Member Hernandez, and carried 5 – 0 to receive and file.

AYES: Avila, Garcia, Hernandez, Lozano Pacheco  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

## **ADJOURNMENT**

There being no further business, Chairman Lozano made a motion, seconded by Member Hernandez, to adjourn the meeting. The motion carried 5 – 0 to adjourn at 10:17 P.M.

AYES: Avila, Garcia, Hernandez, Lozano Pacheco  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

---

Manuel Lozano, Chairman

ATTEST:

---

Manuel Carrillo Jr., Secretary

APPROVED: \_\_\_\_\_

**BALDWIN PARK CHARITABLE RELIEF FOUNDATION****STAFF REPORT**

**TO:** Honorable Chief Executive Officer and Board Members  
**FROM:** Manuel Carrillo Jr., Secretary  
**DATE:** Wednesday, November 4, 2020  
**SUBJECT:** ADOPTION OF RESOLUTION WITH THE BOARD OF DIRECTORS FOR NAVIDAD EN EL BARRIO, INC., CHRISTMAS CAMPAIGN ENTITLED, "RESOLUTION OF THE BOARD OF DIRECTORS PROGRAM YEAR 2020"

---

**SUMMARY**

The purpose of this staff report is to request the adoption of Resolution with the Board of Directors of Navidad en el Barrio, Inc., Christmas Campaign to participate in the discounted holiday food basket program to support the Baldwin Park Charitable Relief Foundation Annual Holiday Basket Giveaway.

**FISCAL IMPACT**

There is no fiscal impact to the Baldwin Park Charitable Relief Foundation budget. Funding for the food basket program is included City's Budget FY 20-21 General Fund in the amount of \$4,000.00.

**RECOMMENDATION**

Staff recommends that the Board of the Baldwin Park Charitable Relief Foundation:

- 1) Adopt Resolution with the Board of Directors for Navidad en el Barrio, Inc., Christmas Campaign entitled, "**RESOLUTION OF THE BOARD OF DIRECTORS PROGRAM YEAR 2020**"; and
- 2) Authorize the Secretary of the Baldwin Park Charitable Relief Foundation to execute further documents.

**LEGAL REVIEW**

The resolution has been reviewed and approved to form.

**BACKGROUND**

The Baldwin Park Charitable Relief Foundation participates in the annual holiday food basket program that distributes 400 food baskets to families and individuals who are Baldwin Park residents and who are in need of assistance during the holiday season. The food basket program is a collaborative effort between the Baldwin Park Charitable Relief Foundation, City of Baldwin Park, Navidad en el Barrio along with other local Supermarkets in the City.

**Food Baskets:** Navidad en el Barrio Inc. through the Christmas Campaign offers 400 food baskets for distribution at a discounted rate on only \$5.00 that includes; Randall Farms Chicken, Cheese, Drinks, Rice, Corn Tortillas, Canned Vegetables, Beans, and mixture fresh produce of fruit and vegetables.

**Supplemental Boxed Materials:** The city will be purchasing additional supplemental food at a discount price from D & D Wholesale Distributions Inc. as well as boxes for distribution. In addition, D & D Wholesale Distributions Inc., donates fresh food to supplement the content on the

food baskets. In addition, the Department of Recreation of Community Services will be putting together a food drive campaign with local business and other agencies in the city.

**Volunteers:** The assembly of the food baskets and distribution is coordinated with community volunteers.

**Guidelines:** The food basket holiday program is scheduled for Saturday, December 12, 2020. Interested applicant is required to submit a Food Basket Application prior to the December 4, 2020 deadline. Applicants must be Baldwin Park residents only order to qualify for the program.

**1. Proof of Residence: (only one)**

- ☐ California I.D.
- ☐ California Driver's License
- ☐ Consular Identification Card
- ☐ Recent Utility Bill (within 3 months)

**ALTERNATIVES**

The alternative is not to adopt the resolution.

**ATTACHMENTS**

Resolution of the Board of Directors



## RESOLUTION of the Board of Directors Program Year 2020

**AGENCY NAME Baldwin Park Charitable Relief Foundation NO OF BASKETS 400**

The Board of Directors of Baldwin Park Charitable Relief Foundation will participate in the Navidad En El Barrio, Inc., Christmas Campaign; the board authorizes the corporation to execute the Navidad En El Barrio 2020 Agency Agreement; and to certify to Navidad En El Barrio, Inc. that if any agency staff or board member is a staff or board member of Navidad En El Barrio, Inc., that person is N/A.

On motion duly made, recorded and unanimously carried, the following resolution was adopted:

RESOLVED, that Baldwin Park Charitable Relief Foundation  
(name of agency)

Is authorized to participate in the 2020 Navidad En El Barrio, Inc., Christmas campaign; that the corporation may execute the Navidad En El Barrio 2020 Agency Resolution Agreement.

## CERTIFICATE OF SECRETARY

I certify that I am duly elected Secretary of the Board of Directors of City of Baldwin Park, a California non-profit corporation and that the above Resolution was passed by unanimous vote of the Board of Directors on November 4, 2020.

Executed on November 4, 2020, at Baldwin Park, CA.

Signed \_\_\_\_\_  
Board Secretary