

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

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

NOTICE IS HEREBY GIVEN that a Special Meeting is hereby called to be held on
WEDNESDAY, November 16, 2022 at 6:00 PM.

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

NO OTHER BUSINESS WILL BE DISCUSSED

Posted: November 10, 2022.



Emmanuel J. Estrada
Mayor

AFFIDAVIT OF POSTING

I, Marlen Garcia, City Clerk of the City of Baldwin Park hereby certify under penalty of perjury
under the laws of the State of California that the foregoing agenda was posted on the City Hall
bulletin board not less than 24 hours prior to the meeting of November 16, 2022.



Marlen Garcia,
City Clerk

**AMENDED
AGENDA
BALDWIN PARK CITY COUNCIL
SPECIAL MEETING**

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

**November 16, 2022
6:00 PM**

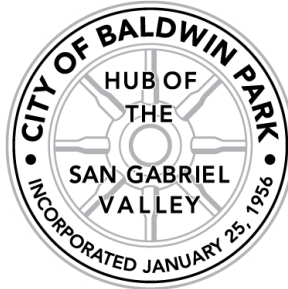
Audio Streaming will be available at:

https://www.youtube.com/channel/UCFLZ0_dDFRjy59rhiDZ13Fg/featured?view_as=subscriber

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

Audio Streaming Simultaneously in Spanish will be available at:

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



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

PLEASE TURN OFF ALL ELECTRONIC DEVICES

PUBLIC COMMENTS

The public is encouraged to address the City Council or any of its Agencies listed on this agenda. In accordance with Chapter 39 of the Baldwin Park Municipal Code, Speakers must address the Council as a whole and refrain from making impertinent, slanderous, or profane remarks or disrupt the peace of the meeting.

COMENTARIOS DEL PUBLICO

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

**CITY COUNCIL
AMENDED SPECIAL MEETING – 6:00 P.M.**

CALL TO ORDER:

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

PUBLIC COMMUNICATIONS

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

THIS IS THE TIME SET ASIDE TO ADDRESS THE CITY COUNCIL

PLEASE NOTIFY THE CITY CLERK IF YOU REQUIRE THE SERVICES OF AN INTERPRETER

No action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The legislative body or its staff may: 1) Briefly respond to statements made or questions asked by persons; or 2) Direct staff to investigate and/or schedule matters for consideration at a future meeting. [Government Code §54954.2]

ESTE ES EL PERIODO DESIGNADO PARA DIRIGIRSE AL CONCILIO

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

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

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

OPEN SESSION/STUDY SESSION

None

RECESS TO CLOSED SESSION

1. Conference With Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (3) of subdivision (e) of Government Code Section 54956.9:

Potential Case(s): Three (2) – Claims Received

- | | |
|---|---------------------------------|
| a. Claimant: DJCBP Corporation (dba Tier One) | Date of Claim: October 26, 2022 |
| b. Claimant: K8 Investor Holdings | Date of Claim: October 19, 2022 |

Copies of Claims are available in the Office of the City Clerk during normal business hours.

2. Conference With Legal Counsel—Existing Litigation

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

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

Case No. 22STCV14121

Case Name: Daniel Rodriguez v. City of Baldwin Park

Case No. 21STCV21129

Case Name: Mathew Rodriguez
v. City of Baldwin Park

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

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

Case No. 21STCV07382

3. Public Employment

Pursuant to Government Code Section 54957

Title: Human Resources Manager Selection

4. Conference with Real Property Negotiators

Pursuant to California Government Code, Section 54956.8

City Negotiators: Enrique C. Zaldivar, Chief Executive Officer

Property Address: 4161 Baldwin Park Blvd, Baldwin Park

Negotiating Parties: Kidder Matthews – Eric Knowles

Under Negotiation: Price and Terms for Possible Purchase of Property

ADJOURNMENT

CERTIFICATION

I, Marlen Garcia, City Clerk of the City of Baldwin Park hereby that, certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting of November 16, 2022.



Marlen Garcia
City Clerk

For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 128 or e-mail RCaballero@baldwinpark.com

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

AGENDA

BALDWIN PARK CITY COUNCIL REGULAR MEETING

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

**November 16, 2022
7:00 PM**

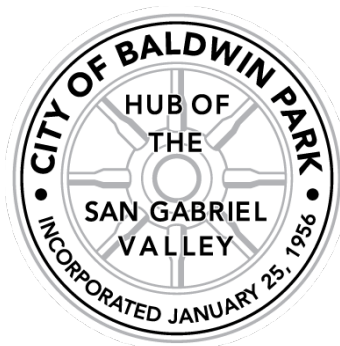
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Emmanuel J. Estrada	- Mayor
Daniel Damian	- Mayor Pro Tem
Alejandra Avila	- Council Member
Monica Garcia	- Council Member
Paul C. Hernandez	- Council Member

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COMENTARIOS DEL PÚBLICO

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

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

REPORT FROM CLOSED SESSION

ANNOUNCEMENTS

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

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

- **Presentation – Parcels at the Southwest Corner of Maine and Olive – Current State of Development update – Presented by Enrique C. Zaldivar, CEO**
- **Proclamation – Family Court Awareness Month for November 2022**
- **Presentation – Celebration of Black History Month for February 2023 – Presented by Laura Ann Franklin, Housing Commissioner**

PUBLIC COMMUNICATIONS

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

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

CONSENT CALENDAR

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

1. City of Baldwin Park's Warrants and Demands

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

2. Treasurer's Report – August 2022

Staff recommends that the City Council receive and file the Treasurer's Report for September 2022.

3. Adoption of Resolution No. 2022-059 to Continue Conducting City Council/Commission/Board Meetings Remotely in Accordance with the Brown Act Executive Order AB 361

Staff recommends that the City Council adopt Resolution No. 2022-059 to continue conducting City Council/Commission/Board Meetings remotely in accordance with the Brown Act executive orders and AB 361 (covering meetings held from November 16, 2022, through December 16, 2022) and re-evaluate the state of emergency every 30 days to make findings under the bill's teleconferencing exemptions.

4. Approval of Resolution No. 2022-060 and Consideration of a Professional Services Agreement with Hinderliter, De Llamas and Associates, Inc., and a Community Card Customer Agreement with Yiftee, Inc. to Establish a Shop Local Digital Gift Card Program

Staff recommends that the City Council:

1. Approve Resolution No. 2022-060; and
2. Authorize the Mayor to execute the Professional Service Agreement (PSA) with Hinderliter, De Llamas and Associates, Inc. (HdL) in an amount not-to-exceed \$12,500 subject to any non-substantive changes made by CEO and City Attorney; and
3. Authorize the Mayor to execute Yiftee's Community Card Customer Agreement subject to any non-substantive changes made by the CEO and City Attorney; and
4. Authorize the Finance Director to appropriate \$115,000 of ARPA funds to establish the program.

5. Authorization to Re-Issue a Request for Proposal (RFP) for Website Redesign, Hosting and Maintenance Services

Staff recommends that the City Council:

1. Reject previously received proposals; and
2. Approve and authorize the advertisement of the modified Request for Proposal (RFP) for the Website Redesign, Hosting and Maintenance Services.

6. Consideration to Approve Resolution No. 2022-061 adopting a Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program (MMRP) for the Barnes Park Multi-Benefit Stormwater Capture Project

Staff recommends that the City Council:

1. Adopt Resolution No. 2022-061 entitled, **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING AND ADOPTING (1) AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE BARNES PARK MULTI-BENEFIT STORMWATER CAPTURE PROJECT LOCATED AT 3251 PATRITTI AVE."**

7. Request for Authorization to Purchase Eight (8) Motorola Solutions Apex 8000 P25 Complaint Portable Radios

Staff recommends that the City Council:

5. Waive the formal bidding process for this purchase; and
6. Authorize the Police Department to purchase the requested eight (8) Motorola Radios and Accessories and
7. Authorize the Director of Finance to appropriate \$67,518.00 from the State Homeland Security Program Grant to account 271-30-310-58110-17215, \$3,105.27 from Federal Asset Forfeiture to account 205-30-310-58110-00000 and book the reimbursement to account 271-30-000-41312-17215; and
8. Authorize the Chief of Police, or his designee, to complete all appropriate documentation to complete the purchase.

8. Approval of Proposal from THE [RE]DESIGN GROUP for the Purchase of Citywide Replacement 164 Dell Computers and Monitors

Staff recommends that the City Council:

1. Approve the proposal from THE [RE]DESIGN GROUP in the amount of \$199,294.27 and authorize the Chief Executive Officer to purchase 164 Dell Optiplex 7090 Ultra Computers & C2422HE Monitors
2. Authorize the Director of Finance to make the necessary budget adjustments.

PUBLIC HEARING

9. Public Hearing and Adoption/Second Reading of Ordinance No. 1471 Adopting the 2022 California Building Code, 2022 California Residential Code with Appendices I and K, 2022 California Existing Building Code, 2022 California Mechanical Code, 2022 California Plumbing Code, 2022 California Electrical Code, 2022 California Green Building Standards Code, 2022 California Energy Code, 2022 California Historical Code, 2022 California Reference Standards Code, 2022 California Fire Code, and 2023 Los Angeles County Fire Code

Staff recommends that the City Council:

1. Conduct a Public Hearing
2. Close Public Hearing & Find that the adoption of this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) because it has no potential for resulting in a physical change to the environment, pursuant to Section 15308 of the CEQA Guidelines-Actions by Regulatory Agencies for Protection of the Environment.
3. Adopt (Second Reading) Ordinance No. 1471 entitled:
" AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, Amending CHAPTER 150 OF TITLE XV AND ADDING NEW SECTIONS TO CHAPTER 150 TO TITLE XV OF THE BALDWIN PARK MUNICIPAL CODE, ADOPTING BY REFERENCE, TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS, SPECIFICALLY ADOPTING THE 2022 CALIFORNIA BUILDING CODE, 2022 CALIFORNIA RESIDENTIAL CODE WITH APPENDICES I AND K, 2022 CALIFORNIA EXISTING BUILDING CODE , 2022 CALIFORNIA MECHANICAL CODE, 2022 CALIFORNIA PLUMBING CODE, 2022 CALIFORNIA ELECTRICAL CODE, 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 CALIFORNIA ENERGY CODE, 2022 CALIFORNIA HISTORICAL CODE, 2022 CALIFORNIA REFERENCE STANDARDS CODE, 2022 CALIFORNIA FIRE CODE AND 2023 LOS ANGELES COUNTY FIRE CODE, INCLUDING ALL APPENDICES, AS MANDATED BY CALIFORNIA HEALTH AND SAFETY CODE SECTION 18938."

REPORTS OF OFFICERS

10. Adopt Resolution Appointing Best Best & Krieger, LLP (BBK) as the City's Permanent City Attorney and Approving a Legal Services Agreement for Legal Services

Staff recommends that the City Council:

1. Adopt Resolution No. 2022-062 Appointing Best Best & Krieger as the City's Permanent City Attorney, effective as of the date of the execution of the Agreement; and
2. Approve the Agreement between the City of Baldwin Park and Best Best and Krieger for Permanent City Attorney Legal Services and the rates contained therein; and
3. Authorize the Mayor to execute the Agreement; and
4. Declare the Agreement for Interim City Attorney Legal Services between the City of Baldwin Park and Best Best and Krieger null and void upon the execution of the Permanent Agreement.

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

CONSENT CALENDAR

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

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

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

SA-2 Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park Treasurer's Report – September 2022

Staff recommends that the Board receive and file the Treasurer's Report for September 2022.

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

- **Request by Mayor Pro Tem Daniel Damian**

Mayor Pro Tem Damian requests discussion and consideration to explore bringing back the First Time Home Buyer Program and/or ADU Grants. Direct Staff to provide a Staff Report with options and available resources.

- **Request by Council Member Monica Garcia**

Council Member Garcia requests a report back from City Staff on the Status of the Property formerly known as "Olive Square Market" which is located at the corner of Olive/Maine Avenue.

ADJOURNMENT

CERTIFICATION

I, Marlen Garcia, City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 10th day of November, 2022.



Marlen Garcia
City Clerk

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STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: November 16, 2022
SUBJECT: City of Baldwin Park's Warrants and Demands

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

The payroll for the last period was \$567,950.61 and the attached General Warrants Register was \$804,881.34 for a total amount of \$1,372,831.95.

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 201698 to 201710. Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 36156 to 36431 for the period October 16, 2022 through October 29, 2022 inclusive; these are presented and hereby ratified in the amount of \$567,950.61.
2. General Warrants, with the bank drafts in the amount of \$132,218.86 and checks from 238547 to 238743 in the amount of \$672,662.48 for the period of October 20, 2022 to November 3, 2022, inclusive; in the total amount of \$804,881.34 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 10/20/2022 - 11/3/2022

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238547	10/20/2022	BANKCARD CENTER	HEARING PROTECTION FOR RANGE TRNG	100-30-310-53100-00000	\$ 108.70
238547	10/20/2022	BANKCARD CENTER	TRICK OR TREAT WITH COPS PURCHASE	100-30-340-53100-13801	\$ 926.23
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 8.44
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ (4.22)
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ (28.56)
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 83.07
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 18.58
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 38.80
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 109.50
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 50.00
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ (3.93)
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 14.75
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 3.02
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 288.00
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ (42.62)
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 33.31
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 33.86
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 507.27
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 34.46
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 40.80
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 20.60
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 95.20
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 31.28
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 155.54
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 169.09
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ (14.36)
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 74.33
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 23.51
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 7.63
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 25.67
238548	10/20/2022	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	\$ 20.78
238550	10/20/2022	NANETTE MARTINEZ	TO REPLACED CHECK # 228451	501-60-000-22333-00000	\$ 150.00
238551	10/20/2022	NICHOLS LUMBER & HARDWARE	OUTDOOR DECK FLOORING FOR THE TEEN CTR	100-60-620-53100-00000	\$ 424.28
238551	10/20/2022	NICHOLS LUMBER & HARDWARE	OUTDOOR DECK FLOORING FOR THE TEEN CTR	252-60-620-53100-00000	\$ 424.29
238552	10/20/2022	NORMAN A. TRAUB	PD ALLEGATION OF UNAUTHORIZED PURCHASE OF UNIFORMS	403-10-160-51102-00000	\$ 1,800.00
238553	10/20/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR ENGINEERING DEPT	240-50-510-53100-00000	\$ 3.53
238553	10/20/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR ENGINEERING DEPT	240-50-510-53100-00000	\$ 68.31
238553	10/20/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR ENGINEERING DEPT	240-50-510-53100-00000	\$ 54.74
238553	10/20/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR ENGINEERING DEPT	240-50-510-53100-00000	\$ 112.19
238553	10/20/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR ENGINEERING DEPT	240-50-510-53100-00000	\$ 29.86
238553	10/20/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR ENGINEERING DEPT	240-50-510-53100-00000	\$ 22.00
238553	10/20/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-00000	\$ 905.50
238553	10/20/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-00000	\$ 30.68
238554	10/20/2022	OFFICE SOLUTIONS	AWARD CERTIFICATE HOLDER & CERTIFICATE PAPER	100-10-100-53100-00000	\$ 176.84
238555	10/20/2022	PENSKO MOTOR GROUP LLC	WARRANTY AND DEALER SERVICES FOR POLICE 2009 PRIUS	402-50-591-53371-00000	\$ 3,388.35
238556	10/20/2022	RAILPROS, INC.	REVIEW OF METROLINK CONST & MAINT AGREEMENT 7/2022	255-50-520-58100-15550	\$ 517.00
238557	10/20/2022	RIGHT OF WAY INC	TRAFFIC CONTROL SERVICES FOR SPECIAL EVENTS	255-50-550-51101-16101	\$ 1,115.00
238557	10/20/2022	RIGHT OF WAY INC	TRAFFIC CONTROL SERVICES FOR SPECIAL EVENTS	255-50-550-51101-16101	\$ 1,115.00
238558	10/20/2022	RON GARCIA	TO ATTEND ICSC CONFERENCE	100-40-405-53350-00000	\$ 700.98
238558	10/20/2022	RON GARCIA	MILEAGE REIMBURSEMENT FOR APA CA CONFERENCE ANAHEI	100-40-440-53200-00000	\$ 75.75
238559	10/20/2022	SAN GABRIEL VALLEY WATER COMPANY	WATER COST	252-60-620-53402-00000	\$ 6,560.10
238559	10/20/2022	SAN GABRIEL VALLEY WATER COMPANY	WATER COST	251-50-560-53402-00000	\$ 2,879.81

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238559	10/20/2022	SAN GABRIEL VALLEY WATER COMPANY	TINY HOME 13167 GARVEY AVE # 1-3-061-3024-0-2	501-50-000-22000-55003	\$ 60.68
238559	10/20/2022	SAN GABRIEL VALLEY WATER COMPANY	WATER COST	100-60-620-53402-00000	\$ 674.97
238560	10/20/2022	SCORE AMERICAN SOCCER COMPANY, INC	PURCHASE OF JERSEYS FOR YOUTH SPORTS STARS PROG	501-60-000-22326-00000	\$ 2,032.58
238561	10/20/2022	SECTRA SECURITY INC.	ARMED TRUCK SERV FOR OCT 2022	100-25-299-53370-12404	\$ 393.22
238562	10/20/2022	SILVER & WRIGHT, LLP	LEGAL SERV CT OF B.PARK - DANIEL RODRIGUEZ	403-10-160-54100-00000	\$ 2,201.00
238563	10/20/2022	STANLEY CONVERGENT SECURITY SOLUTIONS,INC	MAINT OF CITY HALL SECURITY SOFTWARE FOR NOV 2022	100-60-620-53371-00000	\$ 2,806.28
238563	10/20/2022	STANLEY CONVERGENT SECURITY SOLUTIONS,INC	MAINTENANCE OF CITY HALL SECURITY SOFTWARE	245-60-620-53371-00000	\$ 1,000.00
238564	10/20/2022	TERMINIX	EXTERMINATOR SERVICES @ CT FACILITIES	252-60-620-53371-00000	\$ 113.00
238565	10/20/2022	TERRA REALTY ADVISORS INC	PROF SERVICES FOR VARIOUS BILLBOARD FOR JULY 2022	235-40-440-51101-00000	\$ 3,254.17
238565	10/20/2022	TERRA REALTY ADVISORS INC	PROF SERVICES FOR VARIOUS BILLBOARD FOR AUG 2022	235-40-440-51101-00000	\$ 1,833.33
238565	10/20/2022	TERRA REALTY ADVISORS INC	PROF SERVICES FOR VARIOUS BILLBOARD FOR SEPT 2022	235-40-440-51101-00000	\$ 1,151.67
238566	10/20/2022	THE SHREDDERS	SHREDDING SERVICES FOR AUG 2022	100-10-150-51100-00000	\$ 158.50
238566	10/20/2022	THE SHREDDERS	CERTIFIED DOCUMENT DESTRUCTION	100-25-299-51101-00000	\$ 55.50
238567	10/20/2022	TK ELEVATOR CORPORATION	LABOR FOR THE FIRE SAFETY TEST CONDUCTED BY THE ST	100-60-620-53371-00000	\$ 430.34
238567	10/20/2022	TK ELEVATOR CORPORATION	LABOR FOR THE FIRE SAFETY TEST CONDUCTED BY THE ST	252-60-620-53371-00000	\$ 430.33
238568	10/20/2022	TPX COMMUNICATIONS CO	LOCAL, LONG DISTANCE TELEPHONE AND	401-10-141-53403-11506	\$ 6,936.92
238569	10/20/2022	TRIPEPI,SMITH AND ASSOCIATES, INC	COMMUNICATON AND SOCIAL MEDIA SERVICES	230-10-110-51100-11402	\$ 3,966.25
238570	10/20/2022	UNITED PUMPING SERVICE INC	REMOVAL OF PAINT ON STREET TRACY / GARVEY	240-50-550-51100-15705	\$ 2,894.50
238571	10/20/2022	VALLEY COUNTY WATER DIST	WATER COST	251-50-560-53402-00000	\$ 8,152.01
238571	10/20/2022	VALLEY COUNTY WATER DIST	WATER COST	100-60-620-53402-00000	\$ 3,682.40
238571	10/20/2022	VALLEY COUNTY WATER DIST	WATER COST	254-60-620-53402-15882	\$ 537.88
238571	10/20/2022	VALLEY COUNTY WATER DIST	WATER COST	252-60-620-53402-00000	\$ 4,394.64
238572	10/20/2022	VERIZON WIRELESS	CELL PHONE SERV 08/22-09/21/2022 #870914792-00003	100-60-610-53403-00000	\$ 119.01
238572	10/20/2022	VERIZON WIRELESS	CELL PHONE SERV 08/22-09/21/2022 #870914792-00003	100-60-620-53403-00000	\$ 162.00
238572	10/20/2022	VERIZON WIRELESS	CELL PHONE SERV 08/22-09/21/2022 #870914792-00003	100-60-630-53403-00000	\$ 82.15
238572	10/20/2022	VERIZON WIRELESS	CELL PHONE SERV 08/22-09/21/2022 #870914792-00003	100-60-640-53403-00000	\$ 119.01
238572	10/20/2022	VERIZON WIRELESS	CELL PHONE SERV 08/22-09/21/2022 #870914792-00003	100-60-650-53403-00000	\$ 119.01
238572	10/20/2022	VERIZON WIRELESS	CELL PHONE SERV 08/22-09/21/2022 #870914792-00003	100-60-660-53403-00000	\$ 40.50
238572	10/20/2022	VERIZON WIRELESS	CELL PHONE SERV 08/22-09/21/2022 #870914792-00003	100-60-680-53403-00000	\$ 78.51
238573	10/20/2022	WILLDAN FINANCIAL SERVICES	DESIGN SERVICES FOR TRAFFIC SIGNAL MODIFICATION	251-50-520-58100-55002	\$ 511.50
238574	10/20/2022	AAE INCORPORATED	COMPLETION OF PS&E FOR SAN GABRIEL RIVER JUL. 22	245-50-520-58100-15093	\$ 1,131.00
238574	10/20/2022	AAE INCORPORATED	DESIGN SERVICES AND CONSTRUCTION MANAGEMENT JUL.22	251-50-520-58100-55000	\$ 5,026.50
238574	10/20/2022	AAE INCORPORATED	COMPLETION OF PS&E FOR SAN GABRIEL RIVER AUG.22	245-50-520-58100-15093	\$ 7,505.60
238574	10/20/2022	AAE INCORPORATED	DESIGN SERVICES AND CONSTRUCTION MANAGEMENT AUG.22	251-50-520-58100-55000	\$ 1,335.75
238574	10/20/2022	AAE INCORPORATED	COMPLETION OF PS&E FOR SAN GABRIEL RIVER SEP. 2022	245-50-520-58100-15093	\$ 3,951.50
238575	10/20/2022	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVICES FOR FACILITY RENTAL @ ARC	501-60-000-22328-00000	\$ 396.00
238576	10/20/2022	ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARD SERVICES 9/18/2022-10/1/2022	100-30-390-51100-13200	\$ 14,535.74
238577	10/20/2022	ALL STATE POLICE EQUIPMENT	DEPARTMENT EQUIPMENT FOR OFFICERS	100-30-340-53100-00000	\$ 1,102.67
238577	10/20/2022	ALL STATE POLICE EQUIPMENT	DEPARTMENT EQUIPMENT FOR OFFICERS	100-30-340-53100-00000	\$ 236.87
238577	10/20/2022	ALL STATE POLICE EQUIPMENT	DEPARTMENT EQUIPMENT FOR OFFICERS	100-30-340-53100-00000	\$ 1,300.00
238577	10/20/2022	ALL STATE POLICE EQUIPMENT	DEPARTMENT EQUIPMENT FOR OFFICERS	100-30-340-53100-00000	\$ 141.24
238578	10/20/2022	AMERICAN EAGLE COMPUTER PROD INC.	INK CARTRIDGES FOR POLICE DEPARTMENT 9/21/2022	100-30-310-53100-00000	\$ 554.37
238578	10/20/2022	AMERICAN EAGLE COMPUTER PROD INC.	INK CARTRIDGES FOR POLICE DEPARTMENT 9/21/2022	100-30-310-53100-00000	\$ 424.83
238578	10/20/2022	AMERICAN EAGLE COMPUTER PROD INC.	INK CARTRIDGES FOR POLICE DEPARTMENT 9/22/22	100-30-310-53100-00000	\$ 545.44
238579	10/20/2022	APN LANDSCAPING INC	REPOT 8 TREES 24' LABOR & DELIVERY	240-50-561-53371-00000	\$ 1,350.00
238580	10/20/2022	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES FOR BUILDING MAINTENANCE SEP. 22	100-60-620-53100-00000	\$ 68.09
238580	10/20/2022	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES FOR BUILDING MAINTENANCE SEP. 22	100-60-620-53100-00000	\$ 7.81
238580	10/20/2022	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES FOR BUILDING MAINTENANCE SEP. 22	252-60-620-53100-00000	\$ 20.47
238580	10/20/2022	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES FOR BUILDING MAINTENANCE SEP. 22	252-60-620-53100-00000	\$ 27.72
238580	10/20/2022	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES FOR BUILDING MAINTENANCE SEP. 22	252-60-620-53100-00000	\$ 27.72
238581	10/20/2022	ARROYO BACKGROUND INVESTIGATIONS, LLC	PD EMPLOYMENT BACKGROUND CHECK-9/23/2022	100-30-310-51100-00000	\$ 4,000.00
238582	10/20/2022	AT&T	PHONE & WIRELESS SERVICE FOR 9/1/2022-9/30/2022	100-30-310-53403-00000	\$ 1,236.14
238583	10/20/2022	A-TECH SYSTEMS INC	QUARTERLY MONITORING OF FIRE ALARM -OCT. NOV & DEC	100-60-620-53371-00000	\$ 90.00
238583	10/20/2022	A-TECH SYSTEMS INC	QUARTERLY MONITORING OF FIRE ALARM -OCT. NOV & DEC	245-60-620-53371-15882	\$ 90.00
238584	10/20/2022	BEAR COMMUNICATIONS	PROGAMMING OF DEPARTMENT RADIOS	100-30-310-51100-00000	\$ 470.00
238585	10/20/2022	BPC PRINT SERVICES INC	BUSINESS CARDS FOR MARIA M. IRMA G & MIRNA E. 9/29	100-60-610-53100-00000	\$ 182.91
238585	10/20/2022	BPC PRINT SERVICES INC	BUSINESS CARDS FOR MARIA M. IRMA G & MIRNA E. 9/29	100-60-630-53100-00000	\$ 182.91
238585	10/20/2022	BPC PRINT SERVICES INC	BUSINESS CARDS FOR MARIA M. IRMA G & MIRNA E. 9/29	100-60-650-53100-00000	\$ 182.90
238586	10/20/2022	CALIFORNIA CONSULTING, INC.	GRANT WRITING SERVICES 10-1-10/31/2022	100-25-299-51100-17000	\$ 4,500.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238587	10/20/2022	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	STORAGE TANK MAINTENANCE RETURN FEE1/15-12/21/20	402-50-590-55741-16140	\$ 7,029.00
238587	10/20/2022	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	UNDERGROUND STORAGE TANK MAINTENANCE RETURN FEE	402-50-590-55742-16140	\$ 2,063.42
238587	10/20/2022	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	UNDERGROUND STORAGE TANK MAINTENANCE RETURN FEE	402-50-590-55745-16140	\$ 146.40
238588	10/20/2022	CHICAS GRAPHICS AND DESIGN	HR DEPT BUSINESS CARDS FOR DENANNA C. & NICK L.	100-10-150-53370-00000	\$ 65.70
238588	10/20/2022	CHICAS GRAPHICS AND DESIGN	FULL COLOR POSTERS FOR YOUNG SPORT STARS BASKETBA	501-60-000-22326-00000	\$ 306.60
238589	10/20/2022	CITIES DIGITAL INC	LASERFICHE AVANTE SOFTWARE DEVELOPMENT KITPRIMEGOV	100-10-120-51101-00000	\$ 2,697.25
238590	10/20/2022	COMMERCIAL DOOR OF ANAHEIM INC	MAINTENANCE DONE TO GATE AT CITY YARD 10/11/2022	100-60-620-53371-00000	\$ 583.46
238591	10/20/2022	CONCENTRA HEALTH SERVICES, INC	PRE-EMPLOYMENT : X-RAY-8/24/2022	100-10-150-51101-00000	\$ 385.46
238591	10/20/2022	CONCENTRA HEALTH SERVICES, INC	PRE-EMPLOYMENT: PRE-EMPLOYMENT PHYSICAL	100-10-150-51101-00000	\$ 135.57
238592	10/20/2022	CORODATA RECORDS MANAGEMENT, INC.	STORAGE OF FILES 9/1/2022-9/30/2022	100-10-120-51101-00000	\$ 50.87
238593	10/20/2022	COVINA NICE CLEANERS	CLEANING SERVICES FOR JIAL FOR THE WEEK OF 9/10/22	100-30-320-53371-00000	\$ 110.00
238593	10/20/2022	COVINA NICE CLEANERS	CLEANING SERVICES FOR JIAL FOR THE WEEK OF 9/17/22	100-30-320-53371-00000	\$ 110.00
238593	10/20/2022	COVINA NICE CLEANERS	CLEANING SERVICES FOR JIAL FOR THE WEEK OF 9/26/22	100-30-320-53371-00000	\$ 110.00
238594	10/20/2022	CRASH DATA GROUP, INC.	BOSCH CDR SUBSCRIPTION 8/25/2022-8/25/2023)	271-30-350-53330-17233	\$ 1,250.00
238594	10/20/2022	CRASH DATA GROUP, INC.	CDR 900 UPGRADE KIT	271-30-350-53390-17233	\$ 4,429.28
238595	10/20/2022	DEPARTMENT OF JUSTICE	FINGERPRINT FOR APPLICANTS SEPTEMBER 2022	100-30-310-51100-00000	\$ 296.00
238596	10/20/2022	DERIAN FAMILY FOODS	PURCHASE AND DECORATION SUPPLIES FOR SENIOR PROM	501-60-000-22327-00000	\$ 35.24
238597	10/20/2022	FEDEX OFFICE	TRANSPORTATION GROUND SERVICES 10/7/2022	100-40-000-22350-14134	\$ 20.15
238598	10/20/2022	FOOD 4 LESS	FOOD FOR THE FOOD GIVEAWAY ON 11/4/2022	275-60-713-53100-16072	\$ 9,832.50
238599	10/20/2022	FULLSHIELD INC.	FLEA & GENERAL PESTS TREATMENT 9/9/2022	245-60-620-53371-15882	\$ 350.00
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR DESANTIAGO-3/16/2022	100-30-340-53100-00000	\$ 268.06
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR MIRANDA--4/1/2022	100-30-340-53100-00000	\$ 263.50
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR MIRANDA--4/1/2022	100-30-340-53100-00000	\$ 327.80
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR MIRANDA--4/1/2022	100-30-340-53100-00000	\$ 33.52
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR DESANTIAGO--4/7/2022	100-30-340-53100-00000	\$ 9.16
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR DESANTIAGO--4/7/2022	100-30-340-53100-00000	\$ 382.46
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR DESANTIAGO--4/7/2022	100-30-340-53100-00000	\$ 162.11
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR DESANTIAGO--4/7/2022	100-30-340-53100-00000	\$ 35.90
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR DESANTIAGO--4/7/2022	100-30-340-53100-00000	\$ 218.89
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR CABRIALES--4/12/2022	100-30-340-53100-00000	\$ 390.03
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR CABRIALES--4/12/2022	100-30-340-53100-00000	\$ 48.67
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR DESANTIAGO--4/18/2022	100-30-340-53100-00000	\$ 31.51
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR DESANTIAGO--4/18/2022	100-30-340-53100-00000	\$ 257.91
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR DESANTIAGO-4/18/2022	100-30-340-53100-00000	\$ 85.38
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR CABRIALES-5/10/2022	100-30-340-53100-00000	\$ 578.69
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR CABRIALES-5/10/2022	100-30-340-53100-00000	\$ 10.94
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR CABRIALES-5/10/2022	100-30-340-53100-00000	\$ 176.57
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR CABRIALES-5/10/2022	100-30-340-53100-00000	\$ 163.14
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR DESANTIAGO-5/13/2022	100-30-340-53100-00000	\$ 29.08
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR MORENO-5/24/2022	100-30-340-53100-00000	\$ 124.44
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR MENDEZ	100-30-340-53100-00000	\$ 98.96
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR MENDEZ-8/29/2022	100-30-340-53100-00000	\$ 193.50
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR MENDEZ--9/30/2022	100-30-340-53100-00000	\$ 99.93
238600	10/20/2022	GALLS, AN ARAMARK CO., LLC	UNIFORM FOR MENDEZ--9/30/2022	100-30-340-53100-00000	\$ 145.53
238602	10/20/2022	GGCG INC.	REPLACEMENT & INSTALLATION OF GALSS WINDOW 10/6/22	100-60-620-53371-00000	\$ 365.36
238602	10/20/2022	GGCG INC.	REPLACEMENT & INSTALLATION AT TEEN CTR 10/10/22	100-60-620-53371-00000	\$ 766.07
238603	10/20/2022	GLEN JOHN APRAMIAN MD INC	PRE-EMPLOYMENT : PHYSICAL-SWORN	100-10-150-51101-00000	\$ 845.00
238603	10/20/2022	GLEN JOHN APRAMIAN MD INC	PRE-EMPLOYMENT: PHYSICAL-SWORN	100-10-150-51101-00000	\$ 845.00
238604	10/20/2022	GRAINGER, INC.	MATERIALS & SUPPLIES FOR BUILDING MAINTENANCE 9/27	100-60-620-53100-00000	\$ 118.67
238605	10/20/2022	GREG RUVOLO	RENTAL OF ADA RESTROOM & HAND WASH SINK 10/5/2022	100-60-620-53391-00000	\$ 500.00
238606	10/20/2022	HLR MEDIA, LLC	NOTICE FOR RUN DATE FEBRUARY 10, 2022	100-40-440-53330-00000	\$ 320.00
238607	10/20/2022	JC'S PLUMBING & BACKFLOW SVC	PLUMBIN GREPAIRS AT CITY HALL 10/8/2022	100-60-620-53371-00000	\$ 164.54
238607	10/20/2022	JC'S PLUMBING & BACKFLOW SVC	PLUMBING REPAIRS AT CITY HALL--10/8/2022	100-60-620-53371-00000	\$ 1,590.93
238608	10/20/2022	KEYSTONE UNIFORMS	UNIFORM FOR ACOSTA	100-30-340-51101-00000	\$ 759.18
238608	10/20/2022	KEYSTONE UNIFORMS	UNIFORM FOR CAMACHO	100-30-340-51101-00000	\$ 92.50
238608	10/20/2022	KEYSTONE UNIFORMS	UNIFORM FOR RODAS	100-30-340-51101-00000	\$ 92.50
238609	10/20/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES CANNIBAS 9/1/2022-9/30/2022	100-40-131-51102-14070	\$ 2,330.00
238609	10/20/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES CANNIBAS 9/1/2022-9/30/2022	100-40-131-51102-14070	\$ 760.00
238609	10/20/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES CANNIBAS 9/1/2022-9/30/2022	100-40-131-51102-14070	\$ 2,960.00

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238609	10/20/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES CANNIBAS 9/1/2022-9/30/2022	100-40-131-51102-14070	\$ 4,880.00
238609	10/20/2022	LAW OFFICES OF JULIA SYLVA, A LAW CORPORATION	PROFESSIONAL SERVICES CANNIBAS 9/1/2022-9/30/2022	100-40-131-51102-14070	\$ 3,120.00
238610	10/20/2022	MARCO INDUSTRIES, INC	STREET SWEEPER REPAIRS	402-50-590-53371-00000	\$ 245.28
238611	10/20/2022	MILLER'S & ISHAMS FIRE EXTINGUISHERS	FIRE EXTINGUISHER ANNUAL SERVICE AT CITY HALL 8/31	245-60-620-53371-15882	\$ 728.92
238612	10/20/2022	MONJARAS AND WISMEYER GROUP INC.	RETURN TO WORK PROGRAM FOR EMPLOYEE	403-10-160-54100-00000	\$ 910.00
238613	10/20/2022	SOUTHERN CALIFORNIA EDISON	E.C. SALDANA JULY 2022/HOMELESS PREVENTION	270-60-610-53370-16064	\$ 609.52
238614	10/20/2022	SOUTHERN CALIFORNIA EDISON	D.SANCHEZ OCT 2022 BILL/HOMELESS PREVENTION	270-60-610-53370-16064	\$ 591.63
238615	10/20/2022	SOUTHERN CALIFORNIA EDISON	R.CONTRERAS OCT 2022 BILL/HOMELESS PREVENTION	270-60-610-53370-16064	\$ 639.71
238616	10/20/2022	TRIPLE B CORPORATION	FOOD/PRODUCE FOR FREE SR MEALS PROG (MO # 11)	275-60-713-53100-16075	\$ 2,367.75
238617	10/20/2022	YANHUA HUANG	REIMBURSE REGISTRATION FOR ARPA .	275-60-734-53370-16077	\$ 384.00
238618	10/20/2022	LOS ANGELES COUNTY SHERIFFS DEPARTMENT	DEDUCTION # 21NWLC12349	100-00-000-21225-00000	\$ 220.88
238619	10/24/2022	LUIS MANUEL ESCOBAR	REPLACEMENT CHECK FOR STALE CHECK#201283	999-00-000-10010-00000	\$ 1,126.61
238620	10/27/2022	BANKCARD CENTER	WEBINAR 500 MONTHLY	100-25-299-53370-17050	\$ 41.20
238620	10/27/2022	BANKCARD CENTER	MFA MONTHLY	100-25-299-53370-17050	\$ 210.00
238620	10/27/2022	BANKCARD CENTER	EPSON THERMAL RECIEPT PRINTER	401-10-140-53330-00000	\$ 262.79
238620	10/27/2022	BANKCARD CENTER	STANDARD SSL	401-10-140-53330-00000	\$ 139.98
238620	10/27/2022	BANKCARD CENTER	ICLOUD 50 GB STORAGE	401-10-140-53330-00000	\$ 0.99
238620	10/27/2022	BANKCARD CENTER	PoE 60 W POWER SUPPLY, MINI 8 PORT PATCH PANEL	401-10-140-53390-00000	\$ 256.14
238621	10/27/2022	BUSINESS CARD	FACEBOOK TO BOOST THE 5K RUN EVENT	100-60-610-51101-16146	\$ 144.92
238622	10/27/2022	JENNIFER BETANCOURT	RETURNED ACH FOR CLOSED ACCOUNT	999-00-000-10010-00000	\$ 118.40
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES FOR THE GARVEY PROJECT	251-50-560-53100-00000	\$ (5.23)
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES FOR THE GARVEY PROJECT	251-50-560-53100-00000	\$ 301.00
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES FOR THE GARVEY PROJECT	251-50-560-53100-00000	\$ 1,489.28
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES FOR THE GARVEY PROJECT	251-50-571-53100-00000	\$ 528.23
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES FOR THE GARVEY PROJECT	251-50-571-53100-00000	\$ 50.22
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES - VARIOUS MISCELLANEOUS	240-50-551-53100-15705	\$ 1,152.45
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES TO MAINTAIN BUS SHELTERS	244-50-581-53100-15510	\$ 143.38
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES FOR THE GARVEY PROJECT	251-50-560-53100-00000	\$ 82.87
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES TO MAINTAIN BUS SHELTERS	244-50-581-53100-15510	\$ 42.65
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES TO MAINTAIN BUS SHELTERS	244-50-581-53100-15510	\$ 28.86
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES - HAND TRUCK TIRE & WHEEL	402-50-590-53100-00000	\$ 19.70
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES - HAND TRUCK TIRE & WHEEL	402-50-590-53100-00000	\$ 19.70
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES - MISCELLANEOUS ITEMS	240-50-550-53100-15705	\$ 212.35
238623	10/27/2022	NICHOLS LUMBER & HARDWARE	MATERIAL & SUPPLIES FOR THE GARVEY PROJECT	251-50-560-53100-00000	\$ 222.01
238624	10/27/2022	NOEMI PEREZ	RFND DEPOSIT AND SECURITY GUARD	501-60-000-22333-00000	\$ 780.00
238625	10/27/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	100-10-150-53100-00000	\$ 113.79
238625	10/27/2022	ODP BUSINESS SOLUTIONS, LLC	DIVIDERS AND SHEET PROTECTORS	100-10-120-53100-00000	\$ 62.32
238625	10/27/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	100-10-150-53100-00000	\$ 106.93
238625	10/27/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-00000	\$ 63.55
238625	10/27/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-00000	\$ 256.67
238625	10/27/2022	ODP BUSINESS SOLUTIONS, LLC	MATERIALS & SUPPLIES FOR POLICE DEPT	100-30-310-53100-00000	\$ 17.67
238625	10/27/2022	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR BLDG & SAFETY	100-40-450-53100-00000	\$ 130.08
238626	10/27/2022	OMEGA INDUSTRIAL SUPPLY INC	GRAFFITI REMOVAL CHEMICAL	254-50-570-53100-14885	\$ 1,081.25
238627	10/27/2022	PAINT BODY VINYL & GRAPHICS, INC.	REFACE EXISTING SIGNAGE WITH NEW DESIGN	240-50-550-51100-15705	\$ 4,220.90
238628	10/27/2022	PALICON GROUP	BACKGROUND INVESTIGATIONS FOR R. MORRIS	100-30-310-51100-00000	\$ 1,500.00
238628	10/27/2022	PALICON GROUP	BACKGROUND INVESTIGATIONS FOR E. SHELTON	100-30-310-51100-00000	\$ 1,500.00
238629	10/27/2022	PATTON SALES CORP	MATERIAL & SUPPLIES - WELDING MATERIAL & BLADES	251-50-560-53100-00000	\$ 120.01
238630	10/27/2022	PREMIERE FUELING SERVICES INC	MAINTENANCE AND REPAIRS FOR PUMPS FOR SEPT 2022	402-50-590-53371-00000	\$ 125.00
238630	10/27/2022	PREMIERE FUELING SERVICES INC	MAINTENANCE AND REPAIRS FOR PUMPS AND	402-50-591-53371-00000	\$ 125.00
238631	10/27/2022	PRIME POWER EQUIPMENT INC	REPAIRS AND MAINTENANCE OF STREE LANDSCAPE	245-50-560-53371-15536	\$ 127.98
238631	10/27/2022	PRIME POWER EQUIPMENT INC	REPAIRS AND MAINTENANCE OF STREE LANDSCAPE	245-50-560-53371-15536	\$ 135.58
238631	10/27/2022	PRIME POWER EQUIPMENT INC	REPAIRS AND MAINTENANCE OF STREE LANDSCAPE	245-50-560-53371-15536	\$ 185.01
238632	10/27/2022	PRISTINE UNIFORMS LLC	UNIFORM FOR PST M.MARTINEZ	100-30-340-53100-00000	\$ 170.22
238632	10/27/2022	PRISTINE UNIFORMS LLC	UNIFORM FOR LT J.CROSS	100-30-340-53100-00000	\$ 761.70
238633	10/27/2022	PSI	GRAFFITI REMOVAL CHEMICAL	245-50-570-53100-15040	\$ 663.38
238634	10/27/2022	RAPID 7 LLC	NEXPOSE EXPRESS PERPUTUAL LICENSE 10/6-10/05/2023	401-10-140-53379-00000	\$ 1,344.00
238635	10/27/2022	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	251-50-560-53100-00000	\$ 150.00
238635	10/27/2022	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	251-50-560-53100-00000	\$ 150.00
238635	10/27/2022	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SEIU EMPLOYEES	240-50-551-53100-00000	\$ 287.61

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238636	10/27/2022	REYNALDO ZAMUDIO	BLANK GRANITE MEMORIAL PLAQUES 9/17/2022	100-60-610-51101-16156	\$ 1,231.87
238637	10/27/2022	RICHARD SOONG	BUSINESS CARDS FOR MICHAEL M, BUILDING INSPECTOR	100-40-450-53100-00000	\$ 54.75
238638	10/27/2022	RICOH USA INC	MAINTENANCE FOR 3 RICOH COPIERS	401-10-141-53371-11504	\$ 72.48
238638	10/27/2022	RICOH USA INC	LEASE & MAINT FOR 3 RICOH COPIERS 9/25-10/24/2022	401-10-141-58140-11504	\$ 710.12
238639	10/27/2022	ROSANNA MEJIA	CONTRACT SERVICE 8/22-10/03/22	501-60-000-22328-00000	\$ 300.30
238640	10/27/2022	SAFELITE FULFILLMENT INC	REPLACE A BROKEN WINDOW ON UNIT # 7313 & 5023	402-50-590-51101-00000	\$ 403.41
238640	10/27/2022	SAFELITE FULFILLMENT INC	REPLACE A BROKEN WINDOW ON UNIT # 7313 & 5023	402-50-590-51101-00000	\$ 667.59
238641	10/27/2022	SHI INTERNATIONAL CORP	LOGITEC CASE FOR IPAD	401-10-141-53100-11502	\$ 296.53
238641	10/27/2022	SHI INTERNATIONAL CORP	MERAKI MR ENT CLOUD CTRL LICENSE 1 YEAR	401-10-140-53379-00000	\$ 1,290.80
238642	10/27/2022	SILVERIO ROJAS	RFND OF DEPOSIT 10/08/2022	501-60-000-22333-00000	\$ 100.00
238643	10/27/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR SR PROM	501-60-000-22327-00000	\$ 79.59
238643	10/27/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR SERENITY HOMES	501-60-000-22328-00000	\$ 23.64
238643	10/27/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE ARC	100-60-680-53100-00000	\$ 33.94
238643	10/27/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE TEEN CTR	100-60-660-53100-00000	\$ 437.12
238643	10/27/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR SR PROM	501-60-000-22327-00000	\$ (42.01)
238643	10/27/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE ARC	100-60-680-53100-00000	\$ 92.93
238643	10/27/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR SR PROM	501-60-000-22327-00000	\$ 21.34
238643	10/27/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE ARC	100-60-680-53100-00000	\$ 9.99
238643	10/27/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR THE SR CTR	501-60-000-22327-00000	\$ 84.03
238643	10/27/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR SR PROM	501-60-000-22327-00000	\$ 31.51
238643	10/27/2022	SMART & FINAL	MATERIALS & SUPPLIES FOR BARNES PARK	100-60-670-53100-15100	\$ 92.93
238644	10/27/2022	SO CAL SANITATION	PORTABLE RESTROOM & WATER STATION AT CITY HALL	100-60-620-53391-00000	\$ 655.15
238644	10/27/2022	SO CAL SANITATION	PORTABLE RESTROOM & WATER STATION FOR ST MARKET	100-60-610-53391-16101	\$ 2,831.16
238644	10/27/2022	SO CAL SANITATION	PORTABLE RESTROOM & WATER STATION FOR ST MARKET	501-60-000-22328-16101	\$ 110.19
238644	10/27/2022	SO CAL SANITATION	PORTABLE RESTROOM & WATER STATION AT CITY HALL	100-60-620-53391-00000	\$ 1,114.65
238645	10/27/2022	SPARKLETT'S	WATER & COFFEE SUPPLIES FOR CITY YARD	100-60-620-53100-00000	\$ 225.63
238646	10/27/2022	SUNBELT RENTALS	RENTAL - UTILITY TANDEM AXLE TRAILER	245-50-560-53391-15705	\$ 629.11
238646	10/27/2022	SUNBELT RENTALS	SOLAR LIGHT TOWER RENTALS FOR THE ST MARKET	100-60-610-53391-16101	\$ 500.73
238646	10/27/2022	SUNBELT RENTALS	SOLAR LIGHT TOWER RENTALS FOR THE ST MARKET	100-60-610-53391-16101	\$ 1,001.45
238646	10/27/2022	SUNBELT RENTALS	RENTAL - JUMPING JACK TAMPER	245-50-560-53391-15705	\$ 440.76
238646	10/27/2022	SUNBELT RENTALS	RENTAL - YARD TOWABLE CONCRETE MIXER	245-50-560-53391-15705	\$ 277.35
238647	10/27/2022	SUPERIOR PAVEMENT MARKINGS	TRAFFIC MARKING AND OTHER SERVICES	240-50-550-51100-15705	\$ 3,944.00
238648	10/27/2022	TAYMARK	PURCHASE KING/QUEEN CROWNS & SCEPTERS 4 SR PROM	501-60-000-22327-00000	\$ 234.12
238649	10/27/2022	TERMINIX	EXTERMINATOR SERV AT CT FACILITIES	100-60-620-53371-00000	\$ 75.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	100-60-620-53371-00000	\$ 108.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	100-60-620-53371-00000	\$ 50.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	100-60-620-53371-00000	\$ 45.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	100-60-620-53371-00000	\$ 147.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	100-60-620-53371-00000	\$ 142.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	252-60-620-53371-00000	\$ 54.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	252-60-620-53371-00000	\$ 90.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	252-60-620-53371-00000	\$ 59.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	252-60-620-53371-00000	\$ 132.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	252-60-620-53371-00000	\$ 62.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	252-60-620-53371-00000	\$ 93.00
238649	10/27/2022	TERMINIX	EXTERMINATOR SERVICES AT CT FACILITIES	252-60-620-53371-00000	\$ 77.00
238650	10/27/2022	THE COUNSELING TEAM INTERNATIONAL	INDIVIDUAL PSYCHOTHERAPY	100-30-310-51100-00000	\$ 110.00
238651	10/27/2022	THE SHREDDERS	CERTIFIED DOCUMENT DESTRUCTION FOR JUNE 2022	100-25-299-51101-00000	\$ 45.50
238651	10/27/2022	THE SHREDDERS	SHREDDING SERVICES FOR SEPT 2022	100-10-150-51100-00000	\$ 55.50
238652	10/27/2022	TROPHY WORLD	TILE PLAQUES FOR RUBEN MARTINEZ	100-10-100-53320-00000	\$ 16.43
238653	10/27/2022	TYLER BUSINESS FORMS	TAX FORMS FOR FINANCE DEPT	401-10-140-51101-00000	\$ 1,237.77
238654	10/27/2022	ULINE, INC.	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	\$ 2,010.34
238655	10/27/2022	USA ALARM SYSTEMS, INC.	FIRE ALARM SYS SERVICES FOR NOV 2022	100-60-620-58140-00000	\$ 973.34
238655	10/27/2022	USA ALARM SYSTEMS, INC.	FIRE ALARM SYS SERVICES FOR NOV 2022	100-60-620-58140-15100	\$ 245.00
238655	10/27/2022	USA ALARM SYSTEMS, INC.	FIRE ALARM SYS SERVICES FOR NOV 2022	252-60-620-58140-00000	\$ 973.33
238656	10/27/2022	VERIZON WIRELESS	SERV FOR CELL PHONES AND TABLETS 8/22-9/21/22	240-50-551-53403-15705	\$ 583.00
238656	10/27/2022	VERIZON WIRELESS	SERVICE FOR CELL PHONES AND TABLETS	254-50-570-53403-14885	\$ 443.23
238657	10/27/2022	VICTORIA VALVERDE	RETIREMENT LUNCHEON FOR RUBEN MARTINEZ	501-50-000-22543-00000	\$ 500.00
238658	10/27/2022	WALTERS WHOLESALE ELECTRIC CO.	MATERIALS AND SUPPLIES FOR TRAFFIC DIVISION	254-50-550-53100-15705	\$ 251.18

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238659	10/27/2022	WASTE MANAGEMENT COLLECTION AND RECYCLING, INC	CNG FUEL FOR CITY VEHICLES	402-50-590-53110-16140	\$ 374.47
238659	10/27/2022	WASTE MANAGEMENT COLLECTION AND RECYCLING, INC	CNG FUEL FOR POLICE VEHICLES	402-50-591-53110-16140	\$ 374.46
238659	10/27/2022	WASTE MANAGEMENT COLLECTION AND RECYCLING, INC	CNG FUEL FOR CITY VEHICLES	402-50-590-53110-16140	\$ 1,208.60
238659	10/27/2022	WASTE MANAGEMENT COLLECTION AND RECYCLING, INC	CNG FUEL FOR POLICE VEHICLES	402-50-591-53110-16140	\$ 1,208.59
238659	10/27/2022	WASTE MANAGEMENT COLLECTION AND RECYCLING, INC	PAID DEC 2019 CHECK # 227061 & CHECK # 227179	402-50-590-53110-16140	\$ (938.27)
238659	10/27/2022	WASTE MANAGEMENT COLLECTION AND RECYCLING, INC	PAID DEC 2019 CHECK # 227061 & CHECK # 227179	402-50-591-53110-16140	\$ (938.28)
238660	10/27/2022	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	100-60-620-53100-00000	\$ 441.69
238660	10/27/2022	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR CITY FACILITIES	252-60-620-53100-00000	\$ 441.70
238661	10/27/2022	WESSEL PROPANE INC	PURCHASE OF LIQUID PROPANE FOR CT TANKS	240-50-551-53100-15705	\$ 90.74
238662	10/27/2022	WEST COAST ARBORISTS, INC	CITYWIDE TREE MAINT PROFESSIONAL 9/1-9/15/22	251-50-561-51100-00000	\$ 1,738.00
238662	10/27/2022	WEST COAST ARBORISTS, INC	CITYWIDE TREE MAINT PROFESSIONAL 9/1-9/15/22	251-50-561-51100-00000	\$ 15,749.00
238663	10/27/2022	AFLAC	AFLAC	100-00-000-21216-00000	\$ 850.20
238663	10/27/2022	AFLAC	AFLAC	100-00-000-21216-00000	\$ 151.88
238663	10/27/2022	AFLAC	AFLAC	100-00-000-21216-00000	\$ 786.05
238663	10/27/2022	AFLAC	AFLAC	100-00-000-21216-00000	\$ 151.88
238664	10/27/2022	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	\$ 100.13
238664	10/27/2022	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	\$ 100.14
238665	10/27/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 31.12
238665	10/27/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 74.76
238665	10/27/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 1,354.21
238665	10/27/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 3,450.90
238665	10/27/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 1,337.42
238665	10/27/2022	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	\$ 3,319.66
238666	10/27/2022	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-00000	\$ 20.00
238666	10/27/2022	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-00000	\$ 20.00
238667	10/27/2022	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	\$ 3,241.84
238667	10/27/2022	BALDWIN PARK POLICE ASSOC	POLICE NON-SWORN DUES	100-00-000-21219-00000	\$ 1,052.28
238667	10/27/2022	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	\$ 3,332.69
238667	10/27/2022	BALDWIN PARK POLICE ASSOC	POLICE NON-SWORN DUES	100-00-000-21219-00000	\$ 1,052.28
238668	10/27/2022	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	\$ 729.00
238668	10/27/2022	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	\$ 702.00
238669	10/27/2022	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-00000	\$ 36.00
238669	10/27/2022	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	\$ 27.00
238669	10/27/2022	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-00000	\$ 36.00
238669	10/27/2022	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	\$ 27.00
238670	10/27/2022	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	\$ 14.74
238670	10/27/2022	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	\$ 203.48
238670	10/27/2022	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	\$ 92.89
238670	10/27/2022	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	\$ 241.73
238670	10/27/2022	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	\$ 92.89
238671	10/27/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	\$ 151.48
238671	10/27/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	\$ 3,625.75
238671	10/27/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	\$ 440.72
238671	10/27/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	\$ 4,086.05
238671	10/27/2022	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	\$ 395.54
238672	10/27/2022	P.T.E.A.	PTEA DUES	100-00-000-21220-00000	\$ 304.00
238672	10/27/2022	P.T.E.A.	CLERICAL DUES	100-00-000-21224-00000	\$ 95.00
238672	10/27/2022	P.T.E.A.	PTEA DUES	100-00-000-21220-00000	\$ 304.00
238672	10/27/2022	P.T.E.A.	CLERICAL DUES	100-00-000-21224-00000	\$ 95.00
238673	10/27/2022	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	\$ 121.06
238673	10/27/2022	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	\$ 121.04
238674	10/27/2022	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	\$ 55.20
238674	10/27/2022	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	\$ 1,057.35
238674	10/27/2022	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	\$ 1,121.97
238675	10/27/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	\$ 96.43
238675	10/27/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	\$ 742.90
238675	10/27/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	\$ 546.86
238675	10/27/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	\$ 43.50
238675	10/27/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	\$ 13.05

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238675	10/27/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	\$ 748.85
238675	10/27/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	\$ 559.85
238675	10/27/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	\$ 43.50
238675	10/27/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	\$ 8.70
238675	10/27/2022	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	NOV 2022 PREM BASIC LIFE & AD&D & STD & LTD INSURA	403-10-160-54130-00000	\$ 6,477.12
238676	10/27/2022	ELIZABETH ARZOLA	REIMBURSEMENT ARPA BASIC SUBSIDY WEEK#5-WEEK#6	275-60-734-53370-16077	\$ 99.00
238677	10/27/2022	ELVIRA SANCHEZ	REIMBURSEMENT ARPA BASIC SUBSIDY WEEK#1-WEEK#6	275-60-734-53370-16077	\$ 327.00
238678	10/27/2022	GABRIEL CONTAINER CO.	CARD BOARD BOXES FOR FOOD BASKET PROGRAM 10/10/22	275-60-713-53100-16072	\$ 810.00
238679	10/27/2022	INLAND EMPIRE STAGES, LTD	TRANSPORTATION SERVICES FOR SENIOR TRIP 10/4/2022	275-60-726-51101-16074	\$ 1,576.32
238680	10/27/2022	LUCIO MORENO	REIMBURSEMENT ARPA BASIC SUBSIDY WEEK#1-WEEK#6	275-60-734-53370-16077	\$ 255.00
238681	10/27/2022	RIGHT OF WAY INC	ROAD CLOSURE FOR 9/21/2022 FOOD GIVEAWAY AT MORGAN	275-50-713-51101-16080	\$ 4,359.50
238682	10/27/2022	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVCIES FOR FACILITY RENTAL AT ARC	501-60-000-22328-00000	\$ 429.00
238682	10/27/2022	ACCESS CONTROL SECURITY INC.	SECURITY GUARD SERVCIES FOR FACILITY RENTAL AT ARC	501-60-000-22328-00000	\$ 660.00
238683	10/27/2022	A-CO TEMPORARY POWER INC	TEMPORARY POWER TO GARVEY PROJECT -INSTALL POLE	270-50-520-58100-55023	\$ 510.00
238684	10/27/2022	AGRISERVE PEST CONTROL INC	PEST CONTROL SERVICES ON 9/26/2022	240-50-560-51100-00000	\$ 185.00
238685	10/27/2022	ALEC'S PIZZERIA, INC.	FOOD PURCHASED FOR HALLOWEEN EMPLOYEE LUNCH 10/31	100-60-000-53100-11540	\$ 676.00
238686	10/27/2022	AMERICAN EAGLE COMPUTER PROD INC.	INK CARTRIDGES FOR POLICE DEPARTMENT	100-30-310-53100-00000	\$ 545.44
238687	10/27/2022	APRIL M. ROJO	REIMBURSEMENT FOR PUMPKING PLUNGE EVENT AT AQUATIC	501-60-000-22329-00000	\$ 172.94
238688	10/27/2022	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES FOR AUG, 2022	240-50-551-53100-13402	\$ 257.09
238688	10/27/2022	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES FOR AUG, 2022	240-50-551-53100-13403	\$ 82.26
238688	10/27/2022	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES FOR AUG, 2022	240-50-551-53100-13402	\$ 285.51
238688	10/27/2022	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES FOR AUG, 2022	240-50-551-53100-13403	\$ 82.26
238688	10/27/2022	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES FOR AUG, 2022	240-50-551-53100-13402	\$ 258.21
238688	10/27/2022	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES FOR AUG, 2022	240-50-551-53100-13403	\$ 82.26
238688	10/27/2022	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES FOR AUG, 2022	240-50-551-53100-13402	\$ 112.22
238688	10/27/2022	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES	240-50-551-53100-13403	\$ 156.49
238688	10/27/2022	ARAMARK UNIFORM SERVICES	UNIFORM SUPPLIES FOR SEIU EMPLOYEES FOR AUG, 2022	240-50-551-53100-13403	\$ 82.26
238689	10/27/2022	ARIZONA MACHINERY LLC	MATERIAL & SUPPLIES FOR GATOR	402-50-590-53100-00000	\$ 1.55
238690	10/27/2022	AT&T	PHONE/ WIRELESS SERVICES -OCT. 2022 ACC#-.56334644	100-30-310-53403-00000	\$ 51.88
238691	10/27/2022	AT&T MOBILITY	PHONE & WIRELESS FOR OCT. 2022	100-30-310-53403-00000	\$ 453.75
238692	10/27/2022	AUTOMATION SOLUTIONS, INC.	SUPPLIES FOR PROJECTS & DAILY MAINTENANCE 9/26/22	240-50-550-53100-15705	\$ 500.00
238693	10/27/2022	BALDWIN PARK FLOWERS & GIFTS	RED BOW AND FLORAL BOUQUEST FOR SERENITY HOMES	501-60-000-22328-00000	\$ 55.00
238693	10/27/2022	BALDWIN PARK FLOWERS & GIFTS	RED BOW AND FLORAL BOUQUEST FOR SERENITY HOMES	501-60-000-22328-00000	\$ 35.00
238694	10/27/2022	BLACK & WHITE EMERGENCY VEHICLES, LLC	EMERGENCY REPAIRS TO POLICE VEHICLES	402-50-591-53371-00000	\$ 120.00
238694	10/27/2022	BLACK & WHITE EMERGENCY VEHICLES, LLC	EMERGENCY REPAIRS TO POLICE VEHICLES	402-50-591-53371-00000	\$ 217.42
238695	10/27/2022	CAL BLEND SOILS INC	BULK LANDSCAPE PRODUCTS	251-50-560-53100-00000	\$ 595.96
238696	10/27/2022	CANON FINANCIAL SERVICES, INC	LEASE FOR 2 SHARP MX-6071 COPIERS 9/23/2022	401-10-141-58140-11504	\$ 1,164.68
238697	10/27/2022	CAR QUEST	PARTS AND SUPPLIES FOR POLICE VEHICLES	402-50-591-53100-00000	\$ 106.95
238697	10/27/2022	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 50.30
238697	10/27/2022	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 16.71
238697	10/27/2022	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 213.91
238697	10/27/2022	CAR QUEST	PARTS AND SUPPLIES FOR CITY VEHICLES	402-50-590-53100-00000	\$ 66.14
238698	10/27/2022	CHARTER COMMUNICATIONS	PHONE & WIRELESS SERVICES FOR OCT. 2022	100-30-310-53403-00000	\$ 421.34
238699	10/27/2022	CHICAS GRAPHICS AND DESIGN	TROPHIES FOR YOUNG SPORT STARS BASKETBALL10/11/22	501-60-000-22326-00000	\$ 1,156.32
238700	10/27/2022	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES FOR CITY FACILITIES FOR SEP.22	402-50-590-53100-00000	\$ 314.20
238700	10/27/2022	CINTAS FIRST AID & SAFETY	LEASE OF AED UNITS AT CITY FACILITIES 9/1/2022	403-10-160-51101-11350	\$ 718.32
238701	10/27/2022	CYNTHIA SAENZ	POLYGRAPH FOR POLICE APPLICANTS	100-30-310-51100-00000	\$ 400.00
238702	10/27/2022	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC	PROFESSIONAL LANDSCAPE ARCHITECTURAL DESIGN	258-50-520-58100-55001	\$ 15,699.00
238702	10/27/2022	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC	PROFESSIONAL LANDSCAPE ARCHITECTURAL DESIGN	270-50-520-58100-55001	\$ 8,100.00
238703	10/27/2022	DEPARTMENT OF JUSTICE	FINGER PRINTING SERVICE FOR SEP.FOR 2022 FY22-23	100-10-150-51101-00000	\$ 162.00
238704	10/27/2022	DRAGONFLY PUBLIC AFFAIRS	SERVICES FOR SEPTEMBER 2022	100-25-299-51100-11432	\$ 4,500.00
238705	10/27/2022	ECO CAR SPA	CAR WASH FOR CITY AND POLICE VEHICLES FOR SEP.2022	402-50-590-51101-00000	\$ 97.00
238705	10/27/2022	ECO CAR SPA	CAR WASH FOR CITY AND POLICE VEHICLES FOR SEP.2022	402-50-591-51101-00000	\$ 97.00
238706	10/27/2022	ENTERPRISE FM TRUST	FLEET LEASING PROGRAM-OCTOBER 2022	231-50-590-58140-15727	\$ 23,388.29
238706	10/27/2022	ENTERPRISE FM TRUST	FLEET LEASING PROGRAM	240-50-520-58140-15726	\$ 1,013.42
238706	10/27/2022	ENTERPRISE FM TRUST	FLEET LEASING PROGRAM	246-50-520-58140-15727	\$ 923.14
238707	10/27/2022	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	\$ 1,576.59
238708	10/27/2022	EZEQUIEL CONTRERAS	CONTRACT SERVICES TO PROVIDE TAB KWON DO	501-60-000-22328-00000	\$ 1,215.50
238709	10/27/2022	FEDEX OFFICE	MAILING SERVICES FY22-23-10/7/2022	100-10-150-53100-00000	\$ 54.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
238710	10/27/2022	FRONTIER COMMUNICATIONS	TELEPHONE USAGE LOCAL CALLS	401-10-141-53403-11506	\$ 1,521.74
238711	10/27/2022	GEO PLASTICS	15 QUART DRAINER CONTAINERS-REUSABLE OIL	246-50-540-53100-15705	\$ 1,495.84
238711	10/27/2022	GEO PLASTICS	15 QUART DRAINER CONTAINERS-REUSABLE OIL	247-50-510-53100-17440	\$ 3,503.58
238712	10/27/2022	GOGOV, INC.	CODE ENFORCEMENT SUBSCRIPTION 7/1/2022-12/31/2022	100-40-460-51100-00000	\$ 4,050.00
238713	10/27/2022	HDL SOFTWARE, LLC	PERMITS SOFTWARE ANNUAL USE FEE 11/1/22-10/31/23	401-10-140-53379-00000	\$ 4,341.21
238714	10/27/2022	HELEN HERNANDEZ	REIMBURSEMENT FOR PURCHASE OF MERINGUE POWDER	100-60-680-53100-00000	\$ 38.86
238714	10/27/2022	HELEN HERNANDEZ	REIMBURSEMENT FOR SUPPLIES FOR DEAD EVENT AT ARC	100-60-680-53100-00000	\$ 114.60
238715	10/27/2022	HENRY LO	REFUND WEIGHT ROOM PASS REGISTRATION FOR SHUN FEN	100-60-000-42600-00000	\$ 32.00
238716	10/27/2022	INTERSTATE BATTERIES	BATTERIES FOR CITY AND POLICE VEHICLES	402-50-591-53100-00000	\$ 223.16
238716	10/27/2022	INTERSTATE BATTERIES	BATTERIES FOR CITY AND POLICE VEHICLES	402-50-590-53100-00000	\$ 111.58
238716	10/27/2022	INTERSTATE BATTERIES	BATTERIES FOR CITY AND POLICE VEHICLES	402-50-591-53100-00000	\$ 18.00
238717	10/27/2022	IRMA GARCIA	REIM FOR SUPPLIES FOR SENIOR PROM & PARKING PERMIT	501-60-000-22327-00000	\$ 108.00
238718	10/27/2022	JEFF ELHAMI	REIMBURSEMENT FOR SUPPLIES FOR BOXING PROGRAM	501-60-000-22328-16130	\$ 58.67
238719	10/27/2022	JOHN L HUNTER & ASSOCIATES INC	NPDES VALUE ENGINEERING SERVICES FOR 7/1-7/31/2022	258-50-520-58100-55001	\$ 2,857.50
238720	10/27/2022	JUST REWARDS	GIFT CARDS FOR EMPLOYEE TRANSPORTATION	231-50-540-53120-00000	\$ 111.50
238721	10/27/2022	JWA URBAN CONSULTANTS INC	AS-NEEDED PROFESSIONAL SERVICES FOR SEP. 2022	100-40-440-51101-00000	\$ 3,588.74
238721	10/27/2022	JWA URBAN CONSULTANTS INC	AS-NEEDED PROFESSIONAL SERVICES RELATED TO	100-40-440-51101-14070	\$ 742.50
238721	10/27/2022	JWA URBAN CONSULTANTS INC	AS-NEEDED PROFESSIONAL SERVICES RELATED TO	235-40-440-51101-00000	\$ 928.13
238722	10/27/2022	KRISTINE A. KELL	REIMBURSEMENT APRA BASIC SUBSIDY PROGRAM WEEK#3-4	275-60-734-53370-16077	\$ 63.00
238723	10/27/2022	LA CANADA DESIGN GROUP INC	ARCHITECTURAL AND ENGINEERING DESIGN 7/31/2022	275-50-765-58100-55018	\$ 61,858.60
238723	10/27/2022	LA CANADA DESIGN GROUP INC	ARCHITECTURAL AND ENGINEERING DESIGN FOR AUG 2022	275-50-765-58100-55018	\$ 45,080.40
238724	10/27/2022	LESAR DEVELOPMENT CONSULTANTS	TECHNICAL ASSISTANCE FOR THE HOMELESS FOR SEPT 22	259-60-610-51100-16062	\$ 7,623.75
238725	10/27/2022	LESLIE'S POOLMART INC	SUPPLIES FOR ENTRY FOUNTAIN AT RAMONA/605 FWY	251-50-562-53100-00000	\$ 727.40
238726	10/27/2022	LEWIS ENGRAVING INC	NAME BADGES AND DESK PALTES FOR PD EMPLOYEE	100-30-310-53100-00000	\$ 208.37
238727	10/27/2022	LEXIPOL LLC	ANNUAL LAW ENFORCEMENT POLICY MANUAL & TRAINING	100-30-310-51100-00000	\$ 14,172.80
238728	10/27/2022	LIFTOFF LLC	OFFICE 365 G3 4 & G1 4 LICENSES-10/11/2022	401-10-140-51100-00000	\$ 120.00
238729	10/27/2022	LOUD AND LIVE	REUND -PD WAS UNABLE TO SHOW EVENT ON 10/8/2022	100-30-000-42302-00000	\$ 2,002.00
238730	10/27/2022	MAJESTIC FIRE PROTECTION INC	QUARTERLY FIRE EXTINGUISHER TEST AT COMMUNITY CTR	100-60-620-53371-00000	\$ 800.00
238731	10/27/2022	MARIPOSA LANDSCAPES INC.	LANDSCAPE SERVICES JULY 2022	251-50-560-51100-00000	\$ 8,333.33
238731	10/27/2022	MARIPOSA LANDSCAPES INC.	LANDSCAPE SERVICES AUGUST 2022	251-50-560-51100-00000	\$ 8,333.33
238731	10/27/2022	MARIPOSA LANDSCAPES INC.	LANDSCAPE SERVICES SEPTEMBER 2022	251-50-560-51100-00000	\$ 8,333.33
238732	10/27/2022	MARVCO ENTERPRISES, INC.	BATTERIES FOR DISPATCHER HEADSETS	100-30-320-53100-00000	\$ 1,886.14
238733	10/27/2022	MELISSA SALCIDO	REFUND OF DEPOSIT FOR RENTAL ON 10/15/22 AT BARNES	501-60-000-22333-00000	\$ 150.00
238734	10/27/2022	MIDWEST MOTOR SUPPLY	GRAFFITI REMOVAL CHEMICAL	254-50-570-53100-14885	\$ 1,208.63
238734	10/27/2022	MIDWEST MOTOR SUPPLY	GRAFFITI REMOVAL CHEMICAL	254-50-570-53100-14885	\$ 402.88
238735	10/27/2022	MILLER'S & ISHAMS FIRE EXTINGUISHERS	SERVICES FIRE EXTINGUISHERS FOR CITY & PD VEHICLES	402-50-591-51101-00000	\$ 262.46
238735	10/27/2022	MILLER'S & ISHAMS FIRE EXTINGUISHERS	SERVICES FIRE EXTINGUISHERS FOR CITY & PD VEHICLES	402-50-590-51101-00000	\$ 447.64
238736	10/27/2022	MOBILE MINI INC.	PREMIUM DOOR CONTAINER RENTAL FOR STREET MARKET	100-60-610-53391-16101	\$ 10.95
238736	10/27/2022	MOBILE MINI INC.	CREDIT MEMO	100-60-610-53391-16101	\$ (10.95)
238736	10/27/2022	MOBILE MINI INC.	PEMIUM DOOR CONTRAINER RENTAL FOR STREET MARKET	100-60-610-53391-16101	\$ 301.13
238737	10/27/2022	PARTY 360 FUENTES CO	RENTAL OF TABLES AND INFLATABLE JUMPERS 9/26/2022	100-60-610-51100-16101	\$ 399.94
238737	10/27/2022	PARTY 360 FUENTES CO	RENTAL OF TABLES AND INFLATABLE JUMPERS 9/26/2022	501-60-000-22328-16101	\$ 271.06
238737	10/27/2022	PARTY 360 FUENTES CO	RENTAL OF TABLES AND INFLATABLE JUMPERS 9/26/2022	501-60-000-22328-16101	\$ 698.00
238737	10/27/2022	PARTY 360 FUENTES CO	RENTAL OF TABLES AND INFLATABLE JUMPERS 9/26/2022	501-60-000-22328-16101	\$ 1,011.00
238738	10/27/2022	V & V MANUFACTURING	CHANGE RIBBONS ON FLAT/UNIFORM BADGES TO NEW ID#S	100-30-310-53100-00000	\$ 771.15
238738	10/27/2022	V & V MANUFACTURING	CLEANING SERGEANTS & DETECTIVES FLAT/UNIFORM BADGE	100-30-310-53100-00000	\$ 468.99
238738	10/27/2022	V & V MANUFACTURING	REFINISH FLAT AND UNIFORM BADGES TO NEW ID NUMBERS	100-30-310-53100-00000	\$ 380.62
238739	10/27/2022	MONTONDO TRAILER LLC	BALANCE DUE ON TRAILERS FOR TINY HOMES SITE,	270-50-520-58110-55023	\$ 110,000.00
238740	10/31/2022	BANKCARD CENTER	L.THOMAS CREDIT CARD 8/15-9/14/2022	100-10-150-51101-00000	\$ 49.15
238741	10/31/2022	SOUTHERN CALIFORNIA EDISON	ALICIA JAIME MORALES BILL -SGVCO'S PREVENTION PRO	270-60-610-53370-16064	\$ 1,500.35
238742	10/31/2022	THE GAS COMPANY	ALICIA JAIME MORALES GAS BILL 8/25-9/26/22	270-60-610-53370-16064	\$ 566.23
238743	10/31/2022	VALLEY COUNTY WATER DIST	ALICIA JAIME MORALES WATER BILL 7/6-9/01/22	270-60-610-53370-16064	\$ 208.34
DFT0005987	10/27/2022	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	\$ 6.00
DFT0005988	10/27/2022	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	\$ 80.00
DFT0005989	10/27/2022	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	\$ 121.50
DFT0005992	10/27/2022	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	\$ 118.80
DFT0005993	10/27/2022	PERS-RETIREMENT	PERS MISC CITY PAID - PEPPA	100-00-000-21256-00000	\$ 213.84
DFT0006002	10/27/2022	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	\$ 177.63
DFT0006003	10/27/2022	PERS-RETIREMENT	PERS REDEPOSIT	100-00-000-21206-00000	\$ 21.78

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
DFT0006004	10/27/2022	PERS-RETIREMENT	PERS SWORN- 344	100-00-000-21206-00000	\$ 13,969.27
DFT0006005	10/27/2022	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	\$ 16,160.33
DFT0006006	10/27/2022	PERS-RETIREMENT	PERS SWORN 351	100-00-000-21206-00000	\$ 10,957.16
DFT0006007	10/27/2022	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	\$ 7,171.71
DFT0006029	10/27/2022	PERS-RETIREMENT	PERS SWORN CITY PAID - PEPRA	100-00-000-21256-00000	\$ 13,732.83
DFT0006030	10/27/2022	PERS-RETIREMENT	PERS SWORN ER REG PAY	100-00-000-21256-00000	\$ 28,915.06
DFT0006031	10/27/2022	PERS-RETIREMENT	PT PERS MISC CITY PAID	100-00-000-21256-00000	\$ 1,133.74
DFT0006032	10/27/2022	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	\$ 22,864.33
DFT0006033	10/27/2022	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-00000	\$ 12,622.15
DFT0006049	10/27/2022	PERS-RETIREMENT	CALPERS CREDIT ADJUSTMENT FOR EE CONTRIBUTION	100-00-000-21206-00000	\$ (121.50)
DFT0006050	10/27/2022	PERS-RETIREMENT	CALPERS CREDIT ADJUSTMENT ER CONTRIBUTION	100-00-000-21256-00000	\$ (213.84)
DFT0006053	10/27/2022	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	\$ 3.70
DFT0006056	10/27/2022	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	\$ 5.48
DFT0006105	10/20/2022	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 3,661.81
DFT0006106	10/20/2022	STATE DISBURSEMENT	SDU - CHILD SUPPORT	100-00-000-21225-00000	\$ 617.08

Grand Total: \$ 804,881.34

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: November 16, 2022
SUBJECT: Treasurer's Report – September 2022

SUMMARY

Attached is the Treasurer's Report for the month of September 2022. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that Council receive and file the Treasurer's Report for September 2022.

FISCAL IMPACT

None

BACKGROUND

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

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
9/30/2022

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	1.513%	Varies	Varies	\$ 39,960,890.22	\$ 39,960,890.22	\$ 39,960,890.22	\$ 39,960,890.22
Housing Authority	1.513%	Varies	Varies	14,160.89	14,160.89	14,160.89	14,160.89
				<u>39,975,051.11</u>	<u>39,975,051.11</u>	<u>39,975,051.11</u>	<u>39,975,051.11</u>
<u>Federal Farm CR BKS Bond</u>	4.125%	9/26/2022	10/17/2023	3,000,000.00	3,000,000.00	3,000,000.00	2,992,740.00
Mutual Securities				<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>2,992,740.00</u>
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,740,948.75	6,740,948.75	6,740,948.75	6,740,948.75
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	2,666.94	2,666.94	2,666.94	2,666.94
				<u>6,743,615.69</u>	<u>6,743,615.69</u>	<u>6,743,615.69</u>	<u>6,743,615.69</u>
					*		
				<u>\$ 49,718,666.80</u>	<u>\$ 49,718,666.80</u>	<u>\$ 49,718,666.80</u>	<u>\$ 49,711,406.80</u>
Total Investments						\$ 49,718,666.80	
<u>Cash with Bank of the West</u>							
City Checking (General)						16,240,318.30	
Money Market Plus						0.00	
City Miscellaneous Cash (W/C, P/R)						801,196.77	
Successor Agency						496,924.85	
Housing Authority						<u>886,077.12</u>	
Total Cash with Bank of the West						18,424,517.04	
Investment Brokerage Capital Reserves (Dividend Option Cash)						<u>258,504.51</u>	
Total Cash and Investments						<u>\$ 68,401,688.35</u>	

* In accordance with AB X126, the Community Development Commission is dissolved effective January 31, 2012. The successor agency name is "The City of Baldwin Park as Successor Agency to the Community Development Commission of the City of Baldwin Park".

* There was one investment maturity/purchase transactions made for the month of September 2022 and several deposits/withdrawals were made through the Local Agency Investment Fund.

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

Approved by:


Rose Tam
Director of Finance

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Enrique C. Zaldivar, Chief Executive Officer
DATE: November 16, 2022
SUBJECT: Adoption of Resolution No. 2022-059 to Continue Conducting City Council/Commission/ Board Meetings Remotely in Accordance with the Brown Act Executive Order and AB 361

SUMMARY

Governor Gavin Newsom signed Executive Order N-15-21 clarifying that cities may continue to meet remotely in accordance with procedures established by prior Executive Orders. On September 16th Governor Newsom signed AB361 which allows cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements that are similar but not identical to the rules and procedures established by the previous Executive Brown Act Orders.

It should be noted that the Governor's office has announced that the COVID State of Emergency will end on February 28, 2023. Absent a change in the Governor's plans, at that point, COVID-19 will no longer be a valid basis to hold emergency teleconference meetings pursuant to AB 361.

Staff will continue in-person meetings with a virtual hybrid component under this new order.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2022-059 to continue conducting City Council/Commission/Board Meetings remotely in accordance with the Brown Act executive orders and AB 361 (covering meetings held from November 16, 2022, through December 16, 2022) and re-evaluate the state of emergency every 30 days to make findings under the bill's teleconferencing exemptions.

FISCAL IMPACT

Not Applicable

BACKGROUND

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act.

As various variants have surged in California, the legislature has taken action to extend the COVID-19 exceptions to the Brown Acts' teleconference requirements, subject to some additional safeguards. AB 361 allows a local agency to use teleconferencing without complying with the Brown Act provisions in any of the following circumstances:

- The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

- The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

A local agency that holds a meeting under these circumstances would be required by AB 361 to do all of the following, in addition to giving notice of the meeting and posting agendas as required under the Brown act. These additional requirements are intended to protect the public's right to participate in the meetings of local agency legislative bodies.

Pursuant to AB 361 local agencies are required to do all of the following in addition to meeting notice requirements under the Brown Act:

- Allow the public to access the meeting and require that the agenda provide an opportunity for the public to directly address the legislative body pursuant to the Brown Act's other teleconferencing provisions.
- In each instance when the local agency provides notice of the teleconferenced meeting or posts its agenda, give notice for how the public can access the meeting and provide public comment.
- Identify and include in the agenda an opportunity for all persons to attend via a call-in or an internet-based service option; the legislative body need not provide a physical location for the public to attend or provide comments.
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the public.
- Stop the meeting until public access is restored in the event of a service disruption that either prevents the local agency from broadcasting the meeting to the public using the call-in or internet-based service option or is within the local agency's control and prevents the public from submitting public comments (any actions taken during such a service disruption can be challenged under the Brown Act's existing challenge provisions).
- Not require comments be submitted in advance (though the legislative body may provide that as an option) and provide the opportunity to comment in real time.
- Provide adequate time for public comment, either by establishing a timed public comment period or by allowing a reasonable amount of time to comment.
- If the legislative body uses a third-party website or platform to host the teleconference, and the third-party service requires users to register to participate, the legislative body must provide adequate time during the comment period for users to register and may not close the registration comment period until the comment period has elapsed.

AB 361 also provides that, if the state of emergency remains active for more than 30 days, a local agency must make the following findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules:

- The legislative body has reconsidered the circumstances of the emergency; and
- Either of the following circumstances exist: The state of emergency continues to directly impact the ability of members to meet safely in person, or State or local officials continue to impose or recommend social distancing measures.

The goal of AB 361 is “to improve and enhance public access to local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options” consistent with Executive Order N-29-20. The bill contains an urgency clause which became effective upon signing with a sunset of January 1, 2024.

ALTERNATIVES

Not Applicable

LEGAL REVIEW

This report has been reviewed by the City Attorney.

ATTACHMENTS

1. Resolution No. 2022-059
2. AB 361

RESOLUTION NO. 2022-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO IMPLEMENT TELECONFERENCE ACCESSIBILITY FOR CONDUCTING PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL 361

WHEREAS, on March 4, 2020, the Governor of California proclaimed a State of Emergency to exist in California as a result of the threat of novel coronavirus disease 2019 (COVID-19); and

WHEREAS, OM March 12, 2020, the City Council adopted an Emergency order proclaiming a local emergency as defined, due to the threat of the existence and spread of COVID-19; and

WHEREAS, on March 17, 2020, the Governor of California executed Executive Order N-29-20 which suspended and modified specified provisions in the Ralph M. Brown Act (Government Code Section § 54950 *et seq.*) and authorized local legislative bodies to hold public meetings via teleconferencing and to make public meeting accessible telephonically or otherwise electronically to all members of the public seeking to observe and address the local legislative body; and

WHEREAS, on June 11, 2021, the Governor of California executed Executive Order N-08-21 which extended the provisions of Executive Order N-29-20 concerning teleconference accommodations for public meetings through September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor of California signed into law Assembly Bill 361 (AB 361, Rivas) (Stats. 2021, ch. 165) amending Government Code § 54953 and providing alternative teleconferencing requirements to conduct public meetings during a proclaimed state of emergency; and

WHEREAS, AB 361 (Stats. 2021, ch. 165) imposes requirements to ensure members of the public are able to attend and participate in public meetings conducted via teleconference, including:

- Notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option;
- The legislative body shall take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored;
- Prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an

opportunity for members of the public to address the legislative body and offer comments in real time;

- Prohibits the legislative body from closing the public comment period until the public comment period has elapsed or until a reasonable amount of time has elapsed; and

WHEREAS, the City has already implemented and is in full compliance with the requirements listed above when conducting public meetings via teleconference, which are now codified in Government Code § 54953(e)(2)(B-G); and

WHEREAS, pursuant to Government Code § 54953(e)(B), the legislative body shall hold a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees. The City Council must make these findings no later than 30 days after the first teleconferenced meeting is held pursuant to AB 361 (Stats. 2021, ch. 165) after September 30, 2021, and must also make these findings every 30 days thereafter, in order to continue to allow teleconference accessibility for conducting public meetings.

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 hereby declares that the recitals set forth above are true and correct, and incorporated into this resolution as finds of the City Council.

SECTION 2. The City Council hereby declares that a state of emergency as a result of the threat of COVID-19 still exists and continues to impact the ability of members of the public, the City Council, City Boards Commissions and Committees, City staff and consultant to meet safely in person when a large congregation meets.

SECTION 3. The State of California and the City of La Quinta continue to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), and/or County of Riverside, as applicable, including facial coverings when required and social distancing.

SECTION 4. The City Council hereby declares that, pursuant to the findings listed in this Resolution, the City Manager is authorized to utilize teleconferencing accessibility to conduct public meetings pursuant to AB 361 (Stats. 2021, ch. 165) and Government Code § 54953, as amended thereby.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity

of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted this Resolution and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

SECTION 6. This Resolution shall become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 16th day of November 2022.

Emmanuel J. Estrada
MAYOR

ATTEST:

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

} SS:

I, Marlen Garcia, City Clerk of the City of Baldwin Park hereby certify that the foregoing **Resolution No. 2022-059** was duly and regularly adopted by the City Council of the City of Baldwin Park at a meeting thereof held on the **16th day of November 2022**, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Marlen Garcia
CITY CLERK

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:
89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Enrique C. Zaldivar, Chief Executive Officer
Ron Garcia, Community Development Director
PREPARED BY: Victor Viramontes, Management Analyst
DATE: November 16, 2022
SUBJECT: Approval of Resolution No. 2022-060 and Consideration of a Professional Services Agreement with Hinderliter, De Llamas and Associates, Inc., and a Community Card Customer Agreement with Yiftee, Inc. to Establish a Shop Local Digital Gift Card Program

SUMMARY

This item brings forth a Resolution for City Council consideration that would approve the use of American Rescue Plan Act (ARPA) funding for the establishment of a Shop Local Digital Gift Card Program.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Resolution No. 2022-060; and
2. Authorize the Mayor to execute the Professional Service Agreement (PSA) with Hinderliter, De Llamas and Associates, Inc. (HdL) in an amount not-to-exceed \$12,500 subject to any non-substantive changes made by CEO and City Attorney; and
3. Authorize the Mayor to execute Yiftee's Community Card Customer Agreement subject to any non-substantive changes made by the CEO and City Attorney; and
4. Authorize the Finance Director to appropriate \$115,000 of ARPA funds to establish the program.

FISCAL IMPACT

The gift card program is expected to cost \$115,000. Staff is requesting to use available ARPA funds to be budgeted to ARPA "Address Negative Economic Impact to Small Businesses" Category for the program. The program has no fiscal impact to the General Fund.

BACKGROUND

The COVID-19 Pandemic has had numerous negative impacts on communities and one of the hardest hit sectors has been small businesses. Many of those small and independently owned businesses have experienced significant financial strains due to the shutdowns, labor shortages, and supply chain inflation costs. Small businesses make up over 99% of businesses in the nation and account for 60 million jobs. Due to the Pandemic, over 200,000 of those small businesses closed their doors permanently in 2020.

Small businesses in Baldwin Park continue to struggle two and a half years after the Pandemic started and are now coping with rising costs to operate related to inflation and staffing issues. This digital gift card program offers an innovative opportunity to stimulate local consumer spending and can be setup at an opportune time with the nearing holiday shopping season coming. When dollars are spent at

local businesses, more of the funds stay locally as opposed to non-local businesses and have a positive impact on jobs and taxes.

Digital gift card programs are currently being used by many cities including South Gate, San Leandro, Murrieta, Hawthorne, Hercules, and Oakley to name a few and these cities have partnered with HdL and Yiftee to implement these programs. The Programs in these cities used a BOGO – buy one gift card and get another one free (Buy One Get One) to help incentivize the use of the program by consumers. Examples include:

- Buy a \$25 gift card and get a \$25 bonus card.
- Buy a \$50 gift card and get a \$50 bonus card.
- Buy a \$75 gift card and get a \$75 bonus card.
- Buy a \$100 gift card and get a \$100 bonus card.

Yiftee is the company (based in Menlo Park CA) that has the online platform for the community e-gift cards and has a partnership with Mastercard. Yiftee has done 500 digital gift card programs in 49 states, including over 150 in California. HdL will assist in administering the program which will include assisting with merchant recruitment, branding for the program, program marketing and overall administration.

Mechanics of the Program

HdL thru Yiftee would make digital gift cards available for purchase by targeted city residents via a website portal. Digital gift cards are issued by Mastercard and work the exact same way as any other cash-value digital gift card. Customers/residents purchase the digital gift card at face value. City will add to the value by its own contribution. Customers will be able to use the digital gift card at any of the participating local small businesses recruited by HdL in collaboration with the Baldwin Park Business Association (BPBA) and City Staff. Staff is envisioning implementing a phase 1 and then a phase 2. The program will promote local small businesses by incentivizing customers to purchase the digital gift cards.

To initiate the program, the City would enter into Yiftee's Community Card Customer Agreement (Attachment 2). There is no set-up or monthly costs. The costs paid to Yiftee are:

1. The value of the bonus card provided,
2. The \$1 plus 5% delivery fee (purchaser fee),
3. The Participating Merchant Fees charged by Mastercard for a transaction.

To assist with branding costs associated with the development of the “Shop Local Baldwin Park” campaign, marketing of the digital gift cards (English and Spanish), and related signage and posters for participating businesses, staff is recommending a PSA with HdL and their EconSolutions division. HdL would work with staff and other partners such as the BPBA to ensure a successful program. Staff has already had preliminary discussions with the BPBA and they are in support of the program and agreed to assist in the recruitment of participating businesses. HdL's costs for their services would be a not-to-exceed agreement amount of \$12,500. HdL is already a critical partner with the City of Baldwin Park by being the City's sales tax and property tax consultant for numerous years.

The goal is to have the program operational for the holiday shopping season where HdL would assist in marketing the program. To ensure that the most impacted small businesses are prioritized and to ensure consistency in the implementation of the program, guidelines have been drafted (Attachment 4). The guidelines include eligible, non-eligible businesses, digital card parameters, and participating business and city requirements. To ensure transparency, City employees are not allowed to purchase cards.

LEGAL REVIEW

The City Attorney has reviewed the attached draft PSA, and the Yiftee Inc., Community Card Customer Service Agreement and has approved its form and content.

ALTERNATIVES

The City Council may decide not to pursue a shop local digital gift card program.

ATTACHMENTS

1. Resolution No. 2022-060
2. Yiftee Inc, Community Card Customer Agreement
3. Professional Services Agreement (PSA)
4. Program Guidelines

RESOLUTION NO. 2022-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FOR THE ESTABLISHMENT OF A SHOP LOCAL DIGITAL GIFT CARD PRGOGRAM

WHEREAS, the City of Baldwin Park recognizes the immense global detrimental impacts of the COVID-19 pandemic; and

WHEREAS, the City of Baldwin Park small businesses have been disproportionately impacted by COVID-19; and

WHEREAS, The Baldwin Park City Council seeks ways to assist the Baldwin Park small business community in their recovery from COVID-19 pandemic; and

WHEREAS, to support this shop local digital gift card program the City Council is appropriating \$115,000 in ARPA funds to pay for:

1. The \$1 plus 5% eDelivery fee (Purchaser fee),
2. A bonus gift card to incentivize the use of the program and provide a benefit to all community members,
3. Branding costs associated with the development of the “Shop Local Baldwin Park” campaign, and
4. Marketing costs for advertising and promotion of the program and related point-of-sale signage and posters for participating businesses; and

WHEREAS, working with Yiftee, Inc., and HdL Companies who have significant experience in starting up such shop local programs using digital gift cards will be a cost-effective way to stimulate the local economy and assist small businesses in recovery from the COVID-19 pandemic.

NOW THEREFORE BE IT HEREBY RESOLVED, by the City Council of the City of Baldwin Park as follows:

Section 1. The City Council does hereby appropriates \$115,000 in American Rescue Plan Act funds for the purposes of carrying out a digital gift card program to support local small businesses in Baldwin Park.

Section 2. The City Council does hereby authorize the Mayor to sign a Professional Services Agreement with HdL Companies to assist in marketing, advertising, and other support services to implement the digital gift card program.

Section 3. The City Council does hereby authorize the Mayor to sign a Community Card Customer Agreement with Yiftee, Inc. to provide the online platform for the community e-gift card.

Section 4. This resolution shall become effective immediately upon its approval.

Section 5. The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of November 2022.

Emmanuel J. Estrada
MAYOR

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

} SS:

I, MARLEN GARCIA , Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing Resolution No. 2022-060 was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on November 16, 2022 and that the same was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Marlen Garcia
CITY CLERK

Community Card Customer Agreement

THIS AGREEMENT (the "Agreement") is made effective as of _____, 2022 (the "Effective Date") by and between Yiftee Inc., a Delaware corporation, with an address at 325 Sharon Park Drive #215, Menlo Park, CA 94025 ("Yiftee") and _____ with an address at _____ ("Customer"). The parties agree as follows:

1. Definitions.

1.1 "Merchant" means a merchant, prospect or other contact that may be using or desire to use Yiftee Services to redeem eGifts.

1.2 "Participant" means a Merchant who has opted to participate in a Community Card by running an Activation Card and agreeing to the Merchant Agreement.

1.3 "Yiftee Services" means Yiftee's gift-giving platform. It is the technology foundation for Community Cards.

1.4 "Purchaser" means a person or entity that purchases or redeems eGifts.

1.5 "eGift" means a digital virtual gift voucher used as payment for goods or services at a Participant.

1.6 "Offer" or "Offers" mean specific benefits that Participants provide to consumers who use their Community Cards in their store, as determined by the Participants and posted on their eGift Card web page.

2. Merchant Enrollment.

2.1 Merchant Enrollment Obligations

(a) Customer will collect a set of Merchants who have elected to participate in the Yiftee Services. Merchants must all be located in the same state in the USA, due to varying gift card laws by state. Each Merchant must agree to the Yiftee Community Card Merchant Agreement located on the Yiftee.com website. Merchants who have not agreed to the Merchant Agreement will not be able to utilize the Yiftee Services to redeem eGifts. Customer will upload into the Yiftee Services or provide the names of the Merchants who intend to participate to Yiftee. Upon the agreed upon launch date, the billing for the Yiftee Services will begin ("Commencement Date"). This billing will include the agreed-upon cost for each Participant or group thereof as defined in Appendix A.

(b) Yiftee will provide to Customer or directly to Merchants, upon receipt of the set of Merchant names in 2.1a, a set of unique Activation Cards to be run by each Merchant. Customer will inform Merchants of their individual Activation Card and provide instructions on its use. Additionally, Customer will inform Merchants that running the Activation Card implies consent to the Merchant Agreement located on the Yiftee.com website.

(c) As Merchants run the Activation Cards, they will be included in the set of Merchants enabled to participate in the Yiftee Services, i.e. the Participants. Participant may also post their Offers to be available for eGift Card holders who redeem gifts in their stores.

(d) Yiftee will bill Customer or Merchants as described in Appendix A. Customer can add or remove Participants and fees will be adjusted accordingly, if applicable. There will be no retroactive adjustments allowed by Yiftee (that is, a cancelled Participant's billing obligation will result in that Participant's cost to Customer, as defined in Appendix A, to be eliminated beginning only on the next annual billing cycle). A Participant may be added to the list of Participants at any time ("Enrollment Time"), with billing adjustment for said Participant to begin immediately and to be included in the current month's billing.

(e) Each party shall comply with good, ethical and moral business practices and all applicable laws and regulations in engaging in any activities here under.

(f) Fees and payment terms applicable to the subject matter here under shall be as set forth in Appendix A. Customer is not entitled to compensation other than what is described in Appendix A.

(g) Customer is responsible and liable for any disputes or liability arising out of its relationships with Merchants and Participants, except with respect to any liability of Yiftee under this agreement.

2.2 Yiftee Materials.

Yiftee may provide Customer with certain materials for use in conjunction with promoting the Yiftee Services here under ("Yiftee Materials"). No rights or licenses, express or implied, are granted in those Yiftee Materials or otherwise, except as expressly and unambiguously set forth in this Agreement.

2.3 Limited Licenses.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants to Customer, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license to access and use the Yiftee Services and Yiftee Materials solely for the purposes of Customer's performance of this Agreement.

2.4 Trademark License.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants Customer and Customer hereby grants Yiftee a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to use Yiftee's or Customer's name, trade names, trademarks, service marks, and logos (collectively, a party's "Marks") solely in connection with Customer's and Yiftee's promotion and marketing of the Yiftee Services, subject to written usage guidelines, if any, made mutually available.

3. Ownership. As between the parties, Yiftee owns all right, title and interest in and to the Yiftee Services, Yiftee's Marks and the Yiftee Materials. Customer owns all right, title and interest in and to Customer's Marks.

4. Warranties Disclaimer. YIFTEE AND ITS LICENSORS MAKE NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

5. Liability Limitation. EXCEPT FOR LIABILITY ARISING UNDER SECTION 7, NEITHER PARTY (NOR ITS LICENSORS) WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE AND IN NO EVENT SHALL EITHER PARTY'S

LIABILITY EXCEED THE GREATER OF \$500 OR THE AMOUNTS PAID AND/OR PAYABLE BY YIFTEE TO CUSTOMER (AND/OR BY CUSTOMER TO YIFTEE, IF PAYMENTS ARE PAYABLE BY CUSTOMER TO YIFTEE IN ACCORDANCE WITH PROPOSAL) HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

6. Term and Termination.

6.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force on an annual period from the Effective Date, and thereafter shall automatically renew annually, unless and until either party terminates this Agreement pursuant to Section 6.2.

6.2 Termination.

(a) Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason whatsoever.

(b) Either party may terminate this Agreement if the other party materially breaches a term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach from the non-breaching party.

(c) Participants are obligated to honor all outstanding eGifts issued by Yiftee for the entire duration of those eGift's validity periods. Termination does not relieve Participants from honoring conditions outlined in the Merchant Agreement.

6.3 Effect of Termination. Upon any termination: (a) Customer shall immediately cease all promotion of the Yiftee Services and shall immediately return to Yiftee, or at the option of Yiftee, destroy, all Confidential Information (as defined below) of Yiftee disclosed to Customer, Yiftee Materials, and any Yiftee Services, hardware and software provided to Customer here under, (b) Yiftee shall immediately return to Customer, or at the option of Customer, destroy, all Confidential Information of Customer disclosed to Yiftee here under, and (c) all licenses granted under this Agreement shall immediately cease. The following Sections shall survive termination and remain in effect 1, 3, 4, 5, 6.3, 7 and 8. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

7. Confidentiality. Because of this Agreement, the parties may have access to information that is confidential to the disclosing party ("Confidential Information"). Confidential Information shall include, without limitation, Purchaser lists and information relating to the parties' products and pricing and all information designated as confidential by the disclosing party at the time of disclosure. A party's Confidential Information shall not include any information which (i) becomes generally publicly available through no wrongful act or omission of the receiving party; (ii) is lawfully acquired by the receiving party from a third party without any breach of a confidentiality obligation; or (iii) is independently developed without use of or reference to the disclosing party's Confidential Information. Each party agrees to maintain the confidentiality of the other party's Confidential Information using the same degree of care that it uses with regard to its confidential information of like nature, but in no event less than reasonable care, and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. The parties acknowledge that money damages will not be an adequate

remedy if this Section 7 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

8. Non-solicitation

During the term of this Agreement, neither party will (on behalf of itself or any other person or entity) solicit any Purchaser or Merchant of the other party to restrict, limit, or terminate such Purchaser's or Merchant's participation in the other party's products and services.

9. Miscellaneous

9.1 Choice of Law. This contract shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. The parties will resolve any disputes in the state or federal courts located in Santa Clara County, California, to whose exclusive jurisdiction and venue they irrevocably submit. Notwithstanding anything to the contrary, either party may pursue injunctive or other equitable relief in any court of competent jurisdiction.

9.2 Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

9.3 Assignment. Customer may not assign or otherwise transfer, without the prior written consent of Yiftee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Yiftee may freely assign or otherwise transfer this Agreement in connection with the sale of all or substantially all of its business or assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.4 Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, and may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Customer (Print):

YIFTEE, INC.

By:

By:

Name, Title:

Name, Title: Donna Novitsky, Yiftee CEO

Community Card Customer Agreement

APPENDIX A

Pricing

Customer and Participants are not required to pay Yiftee a subscription fee or a revenue share. Yiftee does not take a percentage of the cards that are redeemed in the Participants' stores.

Charges:

Purchasers pay the face value of the card plus a \$1+5% of the eGift Card value eDelivery fee at the time of purchase. Bulk purchases of one thousand dollars (\$1000) or more, and enterprise accounts may qualify for a reduced eDelivery fee by depositing funds into their Yiftee eGifting accounts by check or ACH and disabling credit cards.

Participants pay Mastercard processing fees for a card-not-present (CNP) transaction upon redemption. Yiftee does not control these fees, they are set by the Merchant Acquirer who is their credit card processor.

Subject to applicable laws, Yiftee will implement a monthly maintenance fee on eGift Cards that have been inactive (i.e. no spending on the Card) for periods of greater than 12 months. This will be made clear to cardholders on the face of the eGift Card when implemented, as is required by law.

Yiftee eGift Cards do not generally expire. Subject to applicable laws, in some cases eGift Cards given by corporations or merchants as promotions, rewards and awards may have expiration dates. In the case of eGift Cards expiring, Yiftee retains 10% of the original eGift Card value not to exceed the remaining unspent funds and refunds the balance to the purchaser's Yiftee eGift Card account. eDelivery fees are not refunded.

Participants may choose, at their discretion, to post Offers to encourage Purchasers to use their Community Cards in their stores.

Participants may choose, at their discretion, to offer rebates as fund raisers to local groups such as schools, churches and other non-profits. Such programs are an incentive for the local groups to sell Community Cards to their members, and for the Purchasers to use them in specific stores who are offering rebates. Yiftee will work with the Participants and Purchasers to execute such programs.

No tipping is allowed on Yiftee eGift Cards.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BALDWIN PARK AND
HINDERLITER, DE LLAMAS AND ASSOCIATES, INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of November, 2022, by and between the City of Baldwin Park, a municipal corporation, organized under the laws of the State of California ("City") and **Hinderliter, De Llamas and Associates, Inc.**, with its principal place of business at 120 S. State College Blvd. Suite 200, Brea CA 92821 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional economic development consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the planning of and administrative support for a digital gift card program with Yiftee ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional economic development consulting necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I." attached hereto and incorporated herein by reference.

3.1.2 Term. The term of this Agreement shall be for a 1 year period unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The

Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Barry Foster, Principal/Managing Director and Ken Duran, Senior Advisor.**

3.2.5 City's Representative. The City hereby designates **Ron Garcia, Community Development Director**, or his designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Administrator shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Administrator, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Barry Foster, Principal/Managing Director**, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff

in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they

would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Twelve Thousand Five Hundred Dollars (\$12,500.00)** without written approval of

the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a quarterly invoice, no later than the fifteenth (15th) calendar day of each quarter, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a

public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: HdL Companies
120 S. State College Blvd. Suite 200
Brea, CA 91821
ATTN: Barry Foster, Principal/Managing Director

City: City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, California 91706
ATTN: Ron Garcia, Community Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents &

Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 Indemnification.

3.6.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

3.6.7 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.8 Attorney's 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 attorney's fees and all other costs of such action.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not

employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURE PAGE TO
PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF BALDWIN PARK AND
HINDERLITER, DE LLAMAS AND ASSOCIATES, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF BALDWIN PARK

HINDERLITER, DE LLAMAS AND ASSOCIATES, INC.

By: _____
Emmanuel J. Estrada
Mayor

By: _____
Andrew Nickerson
President/CEO

Date: _____

Date: _____

Attest:

City Clerk

Date: _____

Approved as to Form:

City Attorney

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall provide services pursuant to the terms set forth in this agreement and formulate a plan for and the administration of a digital gift card program with Yiftee, including but not limited to the following components.

- Assist the City in designing, developing, marketing and/or refining, plus administrative support for implementing and operating a digital gift card program with Yiftee.
- Helping the City to develop a strategy for spending limits, targeted business participants, plus marketing and outreach coordination with City staff and local business representatives for implementing and operating a shop local digital gift card program with Yiftee.

EXHIBIT “B”

SCHEDULE OF SERVICES

Consultant shall complete the Services within the schedules agreed upon by the City and Consultant to complete the Services within the term of the Agreement.

EXHIBIT "C"
COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below for a total compensation amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00) over the term of the Agreement.

Hourly Consulting Rates

<i>Staff Position</i>	Hourly Rate
<i>Principal</i>	\$250
<i>Sr. Advisor</i>	\$180
<i>Analyst</i>	\$100

MEMORANDUM



TO: Honorable Mayor and Members of the City Council
FROM: Ron Garcia, Community Development Director
DATE: November 16, 2022
SUBJECT: Digital Gift Card Program Guidelines

1. PURPOSE

In its ongoing efforts to continue to assist small businesses and especially those still recovering from the COVID-19 pandemic, the City of Baldwin Park has established a Digital Gift Card Program. The following are guidelines for the program that are intended to ensure that the most impacted small businesses are prioritized and to ensure consistency in the implementation of the program.

2. Eligible Businesses

- 2.1. A business that has 10 or fewer employees.
- 2.2. Must be located in a commercial location in Baldwin Park.
- 2.3. In operation for at least a year.
- 2.4. Must be a brick-and-mortar business.
- 2.5. Examples of eligible business include:
 - 2.5.1. Retail
 - 2.5.2. Independent restaurants/Café
 - 2.5.3. Personal Services such as:
 - 2.5.3.1. Hair Stylists
 - 2.5.3.2. Barbers
 - 2.5.3.3. Estheticians
 - 2.5.3.4. Nail Salons
 - 2.5.3.5. Dry cleaners
 - 2.5.3.6. Pet groomers
 - 2.5.3.7. Fitness/specialty studios, including martial arts, yoga, dance and music.

3. Ineligible Businesses

- 3.1. Gas stations
- 3.2. Grocery stores
- 3.3. Cannabis businesses
- 3.4. Massage businesses
- 3.5. Tobacco or vaping businesses
- 3.6. Liquor stores/sales
- 3.7. Adult industry businesses
- 3.8. Corporate and/or franchise owned businesses with multiple locations or not a Baldwin Park based company.
- 3.9. Gaming businesses

4. Digital Card Parameters

- 4.1. Each individual purchaser will be limited to a max of 3 cards.
- 4.2. Each bonus card will have an expiration of 6 months to encourage prompt use of the cards.
- 4.3. The cards are only to be used at participating Baldwin Park businesses.
- 4.4. City employees are not eligible to purchase gift cards.

5. Requirements for Participating Businesses

- 5.1. Participating businesses must be at least able to process a manual entry Mastercard transaction, the program will work with any Point-of-Sale system.
- 5.2. Must have an active business license.
- 5.3. Merchant pays their normal Card-Not-Present processing fee.
- 5.4. No outstanding code enforcement actions.
- 5.5. Businesses are encouraged to promote the program.

6. Requirements of the City

- 6.1. The city will establish the matching amounts, which can vary and will be at the discretion of the city.
- 6.2. Evaluate and possibly adjust the max number of cards per purchaser.
- 6.3. Execute an agreement(s) with a 3rd party/consultant(s)/service providers to implement the program.
- 6.4. Cover the cost of the 3rd party/consultant including the consultant's compensation and customer service fee.
- 6.5. Promote the program to potential digital gift card buyers.
- 6.6. Work with 3rd party/consultant or any other partners to recruit participating businesses.
- 6.7. Serve as a point of contact and information for digital card purchasers and participating businesses.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Manuel Carrillo Jr., Director of Recreation & Community Services
DATE: November 16, 2022
SUBJECT: Authorization to Re-Issue a Request for Proposal (RFP) for Website Redesign, Hosting and Maintenance Services

SUMMARY

The purpose of this staff report is for City Council to reject previous proposals received on August 4th, and consider authorization to Re-issue an RFP with a modified the scope of the project for Website Redesign, hosting, and maintenance services.

RECOMMENDATION

Staff recommends that the City Council:

- 1) Reject previously received proposals; and
- 2) Approve and authorize the advertisement of the modified Request for Proposal (RFP) for the Website Redesign, Hosting and Maintenance Services.

FISCAL IMPACT

There is no fiscal impact to the General Fund at this time.

BACKGROUND

During the review process, it was brought to the attention of the website committee that conflicting information was given as answers to inquiry's by potential vendors. The previous RFP was unclear if proposals would be accepted if they included either an open source or closed-source proprietary CMS. It has since been determined that both methods will be acceptable for this project and as such the scope of this project has been modified.

At their September 1, 2021, City Council Meeting, City Council approved Fiscal Year (FY) 2021-2022 CIP budget, which included a line item under Cost Center 710 for the redesign of the City's website and any associated costs with the upgrade. Staff was able research best practices around web design to create an RFP representative of all City department needs. Members of the E-Team and Department Liaisons participated and provided vital feedback to finalize the RFP. The City is soliciting proposals from qualified vendors for the development of a modern, and user-friendly website that will provide digital government services and community engagement as well as future maintenance support services. The new website hosting platform must be compatible with the City's existing software and registration programs. The RFP calls the new website to offer an interactive experience for user navigation and offer multi languages for an overall experience. The RFP also requests for the creation of a mobile application. Additionally, the new website requires to incorporate the ability for users to make online credit card payments using city's contracted vendor.

Event	Date
RFP Released	November 16, 2022
Deadline to Submit Questions	December 1, 2022 by 5:00pm
Proposals Due	December 15, 2022 by 5:00pm

Staff will review all proposals and present at a subsequent meeting to award contract.

LEGAL REVIEW

The City Attorney has reviewed the Request for Proposals (RFP) and approved it as to form.

ALTERNATIVES

The alternative is not to approve the RFP.

ATTACHMENTS

1. Request for Proposal (RFP)

City of Baldwin Park



Request for Proposals
Website Redesign, Web Hosting and
Maintenance Support Services
(REVISED)

Schedule of Events	
RFP Released	11/16/22
Deadline to Submit Questions	12/1/22 by 5:00pm
Proposals Due Electronically	12/15/22 by 5:00pm

Note: This schedule is the anticipated schedule of events, and the dates are subject to change.

Section A: Overview

1. Background

The City of Baldwin Park is located in the heart of the San Gabriel Valley, its 6.7 square miles serves as home to just over 75,000 residents. The City employs over 250 Full & Part-time employees. Currently the software being used for the City's website is JOOMLA CMS. The City is soliciting proposals from qualified vendors for the development of a modern, and user-friendly website that will provide digital government services and community engagement as well as future maintenance support services. The new website hosting platform must be compatible with the City's existing software and registration programs, such as Tyler Incode10, Tyler EnerGov, Granicus, and Rec Trac/Vermont systems software.

2. Project Description

The City is seeking the aid of an experienced vendor who specializes in partnering with municipalities to enhance their online capabilities. Specifically, the City needs an updated website to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to the community, while meeting high standards for design quality and visual appeal. At a minimum, the new website must be developed with a responsive design that will adjust to all devices. Further, the site must be easily maintained without requiring HTML knowledge. The new website will have the depth of functionality that will enable the City's staff to streamline processes and provide the best user experience for our citizens, more specifically described in Section B.1. In addition, the vendor should have a team of experts who have in-depth experience working with local government and will equip our staff with the training, resources, and tools to do their jobs quickly and efficiently, both during implementation and after system launch. The City also seeks a vendor that has the capability of integrating additional features and functionality that may be identified in the future. The City would like the vendor to provide secure, cloud-based hosting services and 24/7/365 support. The City seeks a partnership with the chosen vendor to create an online presence that continually engages our citizens. The City also seeks a partner with experience in connecting GIS Mapping capabilities to the website. Responses will only be considered from vendors who have extensive experience partnering with municipalities and are regularly engaged in the business of providing and performing similar services requested in this solicitation.

3. Questions and Requests for Clarification

All questions and requests for clarification shall be made in writing and sent via email to the following individual no later than the deadline to submit questions identified in the Schedule of Events. Contact: Manuel Carrillo Jr., Director of Recreation and Community Services Email: mcarrillo@baldwinpark.com

4. Addenda

The City will answer all questions and requests for clarification in the form of an addendum that will be published on the City's website www.baldwinpark.com. It is the responsibility of the vendor to check for any issued addenda before submitting a response.

5. Submittal Requirements

Email Submittal

Submit one, electronic file (.pdf file preferred) via email to: mcarrillo@baldwinpark.com Indicate in the subject line "RFP - Website Redesign – [Vendor Name]". The City will only accept attachments up to 10MB.

Hardcopy submittal (Optional)

Submit one (1) hardcopy of response in a sealed envelope and mailed to:

Contact Name: Manuel Carrillo Jr., Director of Recreation and Community Services
City of Baldwin Park
4100 Baldwin Park Blvd.
Baldwin Park, CA 91706

Clearly mark the submittal envelope with the "RFP- Website Redesign" and vendor's name. Submittals not received on or before the specified deadline stated in the Schedule of Events will not be accepted (no exceptions). Proposals submitted in response to this RFP shall be valid for 180 days from the submittal due date. The City reserves the right to request follow-up information or clarification from vendors in consideration. Vendor is responsible to ensure delivery by the date and time included.

6. Evaluation Criteria & Contract Award

Responses to this RFP will help the City identify the most qualified vendor and will be indicative of the level of the vendor's commitment. The City will evaluate the qualifications, references, overall fit with the City, as well as take into consideration the proposed scope and pricing submitted to determine the most qualified website vendor. A selection committee will review all proposals received as a part of a documented evaluation process. The City will evaluate proposals according to the following criteria:

- Responses to the City's functional requirements
- Price and quality of the proposed software solution, training, and implementation services plan; and price and quality of the proposed ongoing software maintenance/support services.
- Experience, demonstrated performance and financial viability of the proposers firm, including experience in public sector and similar organizations.
- Compatibility with City's technical architecture, and standards
- Strategy and responses to technical requirements.
- Quality, clarity and responsiveness of the proposal in conformance with instructions.

The City has established a proposal review team to evaluate proposers based on the response to the RFP and the City evaluation criteria set forth above. Scoring criteria, review and calculations methodology to be created by the City and the City maintains full discretion regarding the evaluation process. The ultimate consultant selection will be based upon both technical and merit and cost competitiveness. The cost to the City for performing the work shall be important, but not an overriding consideration. Subsequent to selection of a successful proposer, the City will draw up an agreement reflecting the terms and conditions of the proposal plus the City's standard liability and insurance requirements. The City reserves the right to conduct interviews with prospective consultants to clarify any issues or obtain additional information, as necessary.

Section B: Minimum Requirements

The information in this section represents required functional capabilities necessary to meet the City's goals for a website redesign. The items listed are not all-inclusive, and other items may be recommended or added that would benefit the City. The City's new vendor must be able to provide, at a minimum, the components shown.

1. Website Redesign & Content Management System

Minimum functional requirements must include:

Engagement & Communication

- Alerts & Notifications - Display alerts prominently on website with notifications sent via email and text messaging to subscribers
- Calendar - Update/publish calendars for departments/categories with a main calendar to display all events
- E-Notifications - Electronic subscription, scheduled notifications for email and SMS
- News & Announcements - Post news releases or updates dynamically to relevant pages based on category
- Request Tracking - Citizens can submit requests with automated workflow to correct individual/department with exportable statistics and reports
- Sharing Capability - Links to share content via email and social media on every page
- Website Visitor Profile - Visitors can pick and choose the information that automatically becomes fed to their profile upon site login
- Automated Accessibility Remediation capabilities equal to or greater than WCAG 2.1
- Home page template capable of YouTube Video Embeds

Document Management

- Agenda Management - Upload existing, create new, categorize, approve and manage agendas
- Archival of Recurring Documents - Store agendas, minutes, newsletters and other documents
- Document Storage - Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents
- Online Forms - Create unlimited customizable forms, track and export results
- Image Repository - Store images in a central location on website
- Rotating Photos/Banners - Slideshow capabilities on homepage

Information & Navigation

- Frequently Asked Questions - Ability to categorize FAQs by department or page
- Directories for Staff - Ability to allow citizens to search for information about staff members
- Activities - Create classes, display class schedules, limit the number of persons that can sign up per class, and email those who have registered for specific classes
- Facility Management - Listings with maps, filtered search, and reservation capability with our current RecTrac/Vermont systems software.

- Online Job Postings and Application - Applicants can also create an online profile, fill out application and attach additional documents utilizing current services with Governmentjobs.com
- RFP/RFQ/Bid Posting - Allow for easy posting of bids to the site for staff

Administrative Features

- Proposals may include either an open source or closed-source proprietary CMS.
- Browser Based Administration - Update, delete and create content from any device with internet access
- Content Scheduling - Set dates for content to automatically publish and expire
- Intranet - Restrict pages by login
- Permissions - Allow system administrators to establish levels of rights for staff to update/manage/access content based upon roles
- WYSIWYG Live Editing - Add, edit and move content directly on the front end of the site without the need to utilize or be trained in writing HTML or CSS code
- Multilingual Support - Using Google Translate or similar
- Online Payments - Ability to accept secure online transactions with current contracted vendor
- Printable Pages - Print-friendly function
- Responsive Web Design - Fully mobile responsive design - site adjusts to the screen size of all devices it's being view on, includes forms, calendars, etc.
- RSS Feeds - Registration by Department or Category
- Site Search - Internal site search engine and log of search terms
- Site Statistics - Analytics and site audit reports
- Sitemap & Breadcrumbs - Automatically generated and updated sitemap and breadcrumbs
- Social Media Interface - Display feeds and push to social media accounts

2. Project Management & Implementation

The chosen vendor will supply a professional project team to oversee and provide the implementation services needed for a successful implementation of the City's new website. The vendor's project team shall be responsible for developing a comprehensive project management plan to include outlining methods of communication for implementation, supplying a detailed project timeline, and identifying tasks and deliverables for both City staff and vendor's staff.

3. Training

The City expects the vendor to provide in-depth, professional training services which will educate City staff on functionality, features, processes, and best practices. After training sessions, City's staff should be confidently prepared to maintain the new website after launch.

4. Continuing Services

The City anticipates an on-going partnership with the chosen vendor after launch of the system, which shall include:

Technical Support & Services

- Technical Support – The vendor shall provide U.S.-based, live technical support, including emergency support after business hours. Technical support shall be available through multiple communication channels, including phone, email, and chat. Self-service training

(video tutorials, documents, or webpages) shall be available for City staff to access at any time.

- Maintenance – The vendor shall continually work to enhance and update the systems. This should include, at a minimum, development, testing, backups, and regularly scheduled fixes, patches, and other enhancements.

Hosting & Security

- 99.9% uptime (outside of scheduled maintenance) guaranteed by Service Level Agreement
- U.S. - based, tier II data center with 24/7/365 system monitoring
- Automated software updates and security patches and high-performance SAN with N+2 reliability
- Minimum bandwidth of 22 Gb/s
- Disaster recovery process with a recovery time objective no greater than eight hours and recovery point objective no greater than 24 hours
- Geographically redundant backups
- DDoS mitigation with DDoS advanced security coverage options

Optional Services

- Integrated Chatbot
- Independent Application/ CRM App (replacement of current CRM app)
- Optional integration capabilities for a Robust Parks and Recreation Platform
- The ability for Departments to offer their own unique home pages including but not limited to: Logo and Branding, menus, and action buttons

Section C: Submittal Format & Requirements

The City will evaluate vendor experience, qualifications, and capabilities for developing and implementing the technology requested in this RFP. The narrative portion and the materials presented in response to this Request for Proposals should be submitted in the same order as outlined and must contain, at a minimum:

1. Executive Summary

- Provide a short overview of how vendor will assist the City in achieving the goals outlined in this RFP

2. Company Profile

- Include an overview of vendor's company, which encompasses a brief company history highlighting your experience working with local governments, the length of time the company has been in business, and the number of current employees
- Name the vendor's main point of contact for the RFP process, including their email address and telephone number

- Describe any differentiators that set vendor and vendor's systems apart from your competitors
- One-source vendors are preferred. If utilizing subcontractors for any portion of the RFP requirements, provide subcontractor company information and key personnel involved

3. Experience

- Provide a minimum of three municipal references, and include the following information for each:
 - o Client name
 - o Website URL
 - o Client contact person and title
 - o Phone
 - o Email address
- Provide a portfolio of 4-6 examples of vendor's website design experience

4. Project Team

- Identify and define vendor's project team roles for implementation
- Include a project team organization chart showing the relationship of each role

5. Features & Functionality

- Provide a brief description of how vendor's solution meets the minimum functional requirements as identified in Section B. 1.
- Identify any functional requirement vendor's solution cannot provide as described in Section B. 1.
- Complete and include Exhibit A – Functional Requirements table

6. Implementation Plan

- Provide a typical phased implementation timeline including major tasks and deliverables
- Include a description of the vendor's implementation approach
- Outline what role the City will play in the implementation of the new website

7. Ongoing Services

- Technical Service & Support
 - o Describe vendor's technical support services, including hours of support, methods to access support, and the availability of emergency support
 - o Identify any online, self-service training, and support resources available after launch
 - o Describe provided maintenance, including system releases, patches, and enhancements
- Hosting & Security
 - o Describe proposed hosting and security services that meets the requirements in Section B.4
 - o Describe security, backup, and disaster recovery processes

8. Investment Proposal

- All pricing must be provided as an all-inclusive/lump sum amount. Include the following:

- o One-Time Implementation Services
 - Include specific details and amounts of any content or data migration, training hours, and any included enhancements and functionality to meet the requirements
- o Annual Services
 - Include details on hosting and security, technical support, and maintenance
- o Fees
 - Total first year cost (combined one-time fees and first year annual fees)
 - Annual fees beginning year 2
- Separately list any optional enhancements that vendor believes will benefit the City's project.

9. Exceptions

- Identify any exceptions to the specifications of this RFP and attachments. Exceptions must reference the relevant section(s) and an alternate solution or substitute language in lieu of such requirement or specification.

Section D: General Provisions

1. Contract Negotiation & Insurance

The City reserves the right to enter into a contract with the selected vendor that the City deems to offer the best overall qualifications and experience. It is the intent of the City that after the successful vendor has been selected, the City and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the City shall not be contractually bound to any bidder prior to the execution of such written contractual agreement.

Before signing a contract with the successful vendor, the City requires satisfactory proof that the vendor has adequate ongoing insurance coverage for the work to be performed under the contract.

2. Costs of Proposal

The City will not be liable for any costs incurred by the vendor in preparation of a proposal submitted in response to this RFP, in conducting of a presentation, or any other activities related to responding to this RFP.

3. No Obligation

This RFP does not obligate the City to award a contract for services specified herein.

In addition, the City reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City.

4. Modification or Withdrawal of Proposal

Prior to the scheduled closing time for receiving proposals, any vendor may withdraw their proposal. Only written requests for the modification or correction of a previously submitted proposal received by the City prior to the RFP due date and time will be accepted. Oral, telephone,

or fax modifications or corrections will not be recognized or considered. After the scheduled closing date and time for receiving proposals, no proposal may be withdrawn.

5. Proposal Submission Certification

By submitting a proposal, vendor certifies that he or she has carefully examined all the documents, thoroughly reviewed this RFP, and understands the nature and scope of the work to be done and the terms and conditions thereof.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Ron Garcia, Director of Community Development
DATE: November 16, 2022
SUBJECT: Consideration to Approve Resolution No. 2022-061 Adopting a Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program (MMRP) for the Barnes Park Multi-Benefit Stormwater Capture Project

SUMMARY

On May 19, 2021, City Council approved a Professional Services Agreement with CWE to perform design services for the Barnes Park Multi-Benefit Stormwater Capture Project.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. 2022-061 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING AND ADOPTING (1) AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE BARNES PARK MULTI-BENEFIT STORMWATER CAPTURE PROJECT LOCATED AT 3251 PATRITTI AVE."

FISCAL IMPACT

There would be no adverse fiscal impact associated with adoption of the Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program for the Barnes Park Multi-Benefit Stormwater Capture Project. The tasks leading the development of the Initial Study were part of CWE's original scope of work and contract agreement (amount \$816,300), which was funded through Measure W funds.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The Project will expand the park and improve recreational opportunities onsite. The whole park, excluding the existing building, splash pad, exercise equipment area, and part of the parking lot, will be demolished and reconstructed. The Project will include a stormwater capture system with Best Management Practices (BMPs) to capture, treat, and infiltrate runoff from a 443-acre catchment. Improvements will also be made near the intersections of Auckland Street and Barnes Avenue, and Syracuse Avenue and Finchley Street to address perceived surface flooding/ponding. Improvements will include modified grading and new catch basins that tie into the City's storm drain system. The Project will achieve a pollutant load reduction to downstream water bodies by capturing wet- and dry-weather runoff. Captured runoff will be discharged into a subsurface storage system that will facilitate infiltration and groundwater recharge. Project goals are summarized as follows:

- Enhance water quality locally and in downstream water bodies (San Gabriel River)
- Reduce local dependency on imported water through groundwater recharge
- Educate local communities through education and outreach
- Reduce localized flooding in the Project drainage area

- Expand the park to provide increased green space available and public amenities
- Improve the park to include accessible features and new amenities
- Provide community enhancements through surface restoration and improvements

Surface improvements to the existing park include increasing the size of Barnes Park with development planned for two vacant parcels north of the existing park boundary. The existing park will be almost fully demolished, except for the existing building, splash pad area, exercise equipment area, and a portion of the parking lot, and replaced with new and enhanced features. Park improvements will include the following:

- Additional parking through an expanded parking lot and new street-side diagonal parking along Patriitti Avenue south of the existing parking lot
- Modified and new trails around the park
- Two new basketball courts north of the existing building (replacing the one basketball court that is existing under existing conditions)
- Grass/turf improvements and space for two soccer fields
- New futsal court in the expanded park area with seating for spectators
- Drought-tolerant landscaping, trees, and new irrigation system
- Surface swales with pedestrian bridges, especially on the north side of the park
- New dog park area on the south side of the existing park with fences and monument signs to create both a small dog area and an area for dogs of any size
- Play lots will be replaced with new equipment, new shade structures, and a larger playground that will feature big and small kid play areas, tables, and benches around the existing exercise equipment area
- New and improved shade shelters with tables, grills, and other amenities
- Space for movies and shows in the park (allow for equipment to be temporarily used)
- Water features near the recreational building
- Fencing/wall enhancements around the park and along the expanded perimeter
- Improved lighting throughout the park, including pathway and sports lighting

Pursuant to the California Environmental Quality Act (CEQA), the City of Baldwin Park (“City”) prepared a Draft Initial Study/Mitigated Negative Declaration (IS/MND) to identify potential site-specific environmental constraints associated with the Barnes Park Multi-Benefit Stormwater Capture Project (Project), located near the Interstate 605 (I-605) and Interstate 10 (I-10) interchange and along Patriitti Avenue at Barnes Park (3251 Patriitti Avenue, Baldwin Park, California 91706). The Draft Initial Study determined that the project could result in potentially significant impacts to the following environmental topics: aesthetics, agriculture and forestry resources, air quality, biological resources, cultural resources, energy, geology/soils, greenhouse gas emissions, hazards and hazardous materials, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation, tribal cultural resources, utilities/service systems, wildfire, and mandatory findings of significance. Since all potentially significant impacts could be fully mitigated, the

project qualifies for a Mitigated Native Declaration (MND) and therefore would not require the preparation of an Environmental Impact Report (EIR) pursuant to CEQA.

On October 11, 2022, the city released for public review the Draft IS/MND for the project pursuant to Section 15105 of the State CEQA Guidelines. The public review and comment period for the Draft IS/MND began on October 11, 2022 and closed on November 10, 2022. A Notice of Intent to adopt the IS/MND for the project was published recorded with the Office of Planning and Research, and the Los Angeles County Recorder's office, circulated to interested parties, and posted on the City's website along with the Draft IS/MND and its technical appendices. Hard copies were also made available for viewing at the Baldwin Park library, community center, Barnes Park Family Recreation Center, as well as at the City's Headquarters located at 14403 E. Pacific Ave. As required by CEQA, a Notice of Completion form along with copies of the Draft IS/MND were sent to the State Clearinghouse soliciting review and comment on the report by the relevant State agencies. The State Clearinghouse subsequently assigned the following State Clearinghouse Number for the Draft IS/MND: 2022100108.

During the public review period, comments were received from:

- Miya Edmonson, California Department of Transportation
- Daniel Nguyen, South Coast Air Quality Management District

A Final IS/MND was prepared to address the comments from Miya Edmonson, California Department of Transportation and Daniel Nguyen, South Coast Air Quality Management District. Responses to the comments are included in the Final IS/MND. The key findings from the Final IS/MND include:

- The CEQA Appendix G Environmental (Initial Study) Checklist is included in Section 3. The Initial Study Checklist identifies potential environmental impacts, by sections, and provides a brief discussion of each impact resulting from implementation of the proposed Project. Each response checked in the environmental checklist is discussed and supported with sufficient data and analysis as necessary. As appropriate, each section has discussion that describes and identifies specific impacts anticipated with project implementation.

In addition to the responses to comments, the Final IS/MND includes the Draft IS/MND and a Mitigation, Monitoring, and Reporting Program (MMRP) and incorporates the Draft IS/MND by reference. An Environmental Impact Report (EIR) pursuant to CEQA is not required for the proposed project. No edits to the Draft IS/MND were required based on the comments that were received. The Final IS/MND does not describe a project having any new or substantially more severe impacts than those identified and analyzed in the Draft IS/MND. Therefore, in accordance with State CEQA Guidelines Section 15073.5, recirculation of a Draft IS/MND is not required.

The Final IS/MND is an informational document that (1) must be considered by the City's decision-makers before approving the project, and (2) must reflect the Lead Agency's independent judgment and analysis (CEQA Guidelines, Section 15090). The city must first adopt the IS/MND and approve the MMRP prior to approving the project. If the City formally approves the project, the City shall file a CEQA Notice of Determination with the County Clerk within five working days of project approval. A copy of the Notice of Determination filed by the County Clerk shall also be sent to the State Clearinghouse.

CONCLUSION

Based on the findings of the Initial Study, it is recommended that the city council approve Resolution No. 2022-061 Adopting a Mitigated Negative Declaration for the Barnes Park Multi-Benefit Stormwater Capture Project.

ATTACHMENTS

1. Resolution No. 2022-061
2. Initial Study and Mitigated Negative Declaration(<https://www.baldwinpark.com/online-documents/community-development/planning/environmental-documents/3144-barnes-park-ismnd-signed/file>)

RESOLUTION NO. 2022-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPROVING AND ADOPTING (1) AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE BARNES PARK MULTI-BENEFIT STORMWATER CAPTURE PROJECT LOCATED AT 3251 PATRITTI AVE.

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.), and City of Baldwin Park's Local CEQA Guidelines (collectively, "CEQA"), the City of Baldwin Park is the lead agency for the proposed Project; and

WHEREAS, on May 19, 2021, the City Council of the City Baldwin Park approved the preparation of the design for the Barnes Park Multi-Benefit Stormwater Capture Project consisting of the diversion to capture, treat, and infiltrate runoff from a 443-acre catchment.; and

WHEREAS, in August 2022, in compliance with CEQA, an Initial Study (IS) was prepared for the Project which determined the Project will not have a significant adverse impact on the environment and that a Mitigated Negative Declaration (MND) finding is appropriate; and

WHEREAS the City provided copies of the Initial Study and MND to the public and the State Clearinghouse for a review and comment period beginning on October 11, 2022, and ending on November 10, 2022, pursuant to State CEQA Guidelines section 15073, during which time the City received two (2) comment letters; and

WHEREAS, on October 11, 2022, the City gave public notice of the City Council public hearing on the Project to property owners within a 300-foot distance; and

WHEREAS, in accordance with State CEQA Guidelines section 15073(e), on October 11, 2022, the City provided written notice to all public agencies that commented on the proposed MND of the public hearing to be held on the Project for which the MND was prepared; and

WHEREAS, on November 16, 2022, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony and evidence and recommendations presented by staff related to the proposed Project and the MND for the Project; and

WHEREAS, all the requirements of the Public Resources Code, the State CEQA Guidelines, and the City's Local CEQA Guidelines have been satisfied by the

City in connection with the preparation of the MND, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project, as well as feasible mitigation measures, have been adequately evaluated; and

WHEREAS, the MND prepared in connection with the Project sufficiently analyzes the feasible mitigation measures necessary to avoid or substantially lessen the Project's potentially significant environmental impacts; and

WHEREAS, the findings and conclusions made by the City Council in this Resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the Project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this Resolution; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, reviewed, and considered all of the information and data in the administrative record, including but not limited to the Initial Study, MND, MMRP, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the MND, reflects the independent judgment of the City and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, no comments made in the public hearing conducted by the City Council, and no additional information submitted to the City Council, have produced substantial new information requiring substantial revisions that would trigger recirculation of the MND or additional environmental review of the project under State CEQA Guidelines section 15073.5; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAVIS, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. RECITALS. The City Council hereby finds that the recitals set forth above are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the MND, Initial Study, administrative record, and all other written and oral evidence presented to the City for the Project, on file with the City and available for review at 14403 E Pacific Ave. Based on the City Council's independent review and analysis, the City Council finds that the MND Initial Study, and administrative record contain a complete and accurate reporting of the environmental impacts associated with the Project, and that the MND has been completed in compliance with the California Environmental Quality Act (Public Resources Code, § 21000 et seq.; "CEQA"), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.), and the City's Local CEQA Guidelines.

SECTION 3. FINDINGS ON ENVIRONMENTAL IMPACTS. Based on the whole record before it, including the MND, Initial Study, the administrative record, and all other written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the Project are either less than significant or no impact as outlined in the MND, and the Initial Study. The City Council further finds that there is no substantial evidence in the administrative record supporting a fair argument that the Project may result in any significant environmental impacts. The City Council finds that the MND, contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of the City. No new significant environmental effects have been identified in the Final MND and no changes made to the MND constitute substantial revisions requiring recirculation under State CEQA Guidelines section 15073.5. The changes reflected in the Errata merely clarify and amplify the project description. (State CEQA Guidelines, section 15073.5(c)(4).)]

SECTION 4. ADOPTION OF THE MITIGATED NEGATIVE DECLARATION. The City hereby approved and adopts the MND, which is hereby attached to this Resolution as Exhibit “A”.

SECTION 5. ADOPTION OF THE MITIGATION MONITORING AND REPORTING PROGRAM. In accordance with the Public Resources Code section 21081.6, the City Council hereby adopts the MMRP, which is hereby attached to this Resolution as Exhibit “B”. In the event of any inconsistencies between the Mitigation measures as set forth in the MND and the MMRP, the MMRP shall control.

SECTION 6. LOCATION AND CUSTODIAN OF RECORDS. The documents and materials associated with the Project and the MND that constitute the record of proceedings on which these findings are based are located at 14403 E. Pacific Ave.

SECTION 7. NOTICE OF DETERMINATION. The City Council hereby directs staff to prepare and file a Notice of Determination with the Los Angeles County Clerk and the State Clearinghouse within five (5) working days of the approval of the proposed Project.

PASSED AND APPROVED this 16th day of November 2022.

EMMANUEL J. ESTRADA
MAYOR

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK



SS.

I, MARLEN GARCIA, City Clerk, of the City of Baldwin Park, do hereby certify that the foregoing Resolution No. 2022-061 was duly and regularly approved and adopted by the City Council of the City of Baldwin Park at a regular meeting thereof, held on the 16th day of November 2022 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

MARLEN GARCIA
CITY CLERK

STAFF REPORT



TO: Honorable Mayor and City Councilmembers
FROM: Robert A. López, Chief of Police
DATE: November 16, 2022
SUBJECT: Request for Authorization to Purchase eight (8) Motorola Solutions Apex 8000 P25 Complaint Portable Radios

SUMMARY

This report seeks authorization from the City Council to purchase eight (8) Motorola Apex 8000 P25 compliant portable radios and accessories for the Police Department in the amount of \$70,623.27

FISCAL IMPACT

There will be no impact to the General Fund. This purchase will utilize funds from an awarded 2020 State Homeland Security Program Grant in the amount of \$67,518.00, and the remaining \$3,105.27 balance will be funded by available Federal Asset Forfeiture funds.

RECOMMENDATION

Staff recommends that City Council:

1. Waive the formal bidding process for this purchase; and
2. Authorize the Police Department to purchase the requested eight (8) Motorola radios and accessories; and
3. Authorize the Director of Finance to appropriate \$67,518.00 from the State Homeland Security Program Grant to account 271-30-310-58110-17215, \$3,105.27 from Federal Asset Forfeiture to account 205-30-310-58110-00000 and book the reimbursement to account 271-30-000-41312-17215; and
4. Authorize the Chief of Police, or his designee, to complete all appropriate documentation to complete the purchase.

BACKGROUND

In 2020, the City of Baldwin Park entered into a subrecipient agreement with the County of Los Angeles and was awarded \$67,518.00 as part of the State Homeland Security Program grant. This grant authorized the purchase of new handheld P25 compliant radios for use by the Police Department. The County of Los Angeles will reimburse Subrecipient (City) up to the maximum grant amount of \$67,518.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. The requested handheld portable radios will provide upgraded communications to personnel within the police department that is essential for the operational needs of all field personnel from all bureaus.

Locally, BPPD is a member agency of the East San Gabriel Valley Regional Communications Network Joint Powers Authority (ComNet JPA). This JPA is comprised of the Baldwin Park Police Department, as well as police agencies from Azusa, Covina, Glendora, Irwindale, La Verne, and West Covina. ComNet, in turn, is a member of the Interagency Communications Interoperability ("ICI") System, a much larger public safety telecommunications Joint Powers Authority, serving agencies across several counties in Southern California.

In December of 2021 the ICI, JPA entered into a 6-year service contract with Motorola Solutions. This service contract is for the repair of Motorola Solutions manufactured equipment and select third-

party manufactured equipment supplied by Motorola Solutions. Currently Baldwin Park, as well as all other members of the ICI Comnet Group, only use Motorola Solutions equipment.

ICI JPA's entering into this service agreement allowed all member agencies to realize savings at scale that were not available individually. This agreement saves Baldwin Park over \$7,000 per year.

This existing service agreement is only applicable to products produced by Motorola Solutions. Therefore, for the purpose of this purchase, Motorola Solutions is a sole source provider withing the meaning of City Ordinance 1457, as this is the only acceptable option.

LEGAL REVIEW

The proposed contract has been reviewed by the City Attorney as to form and content.

ALTERNATIVES

1. Authorize the purchase.
2. Decline to authorize the purchase.

ATTACHMENTS

1. Quote from Motorola Solutions
 2. Motorola Solutions sole source letter
 3. ICI service agreement with Motorola Solutions for six-year P25 service proposal
-

Billing Address:
BALDWIN PARK, CITY OF
14403 E PACIFIC AVE
BALDWIN PARK, CA 91706
US

Quote Date:10/03/2022
Expiration Date:01/01/2023
Quote Created By:
Denis Redzepagic
denis.redzepagic@
motorolasolutions.com

End Customer:
BALDWIN PARK, CITY OF

Contract: 36968 - GLENDALE MPA
PROMO-8001608
Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	8	\$7,475.00	\$5,083.00	\$40,664.00
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	8	\$567.00	\$385.56	\$3,084.48
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	8	\$330.00	\$224.40	\$1,795.20
1c	Q58AL	ADD: 3Y ESSENTIAL SERVICE	8	\$121.00	\$121.00	\$968.00
1d	QA00580AA	ADD: TDMA OPERATION	8	\$495.00	\$336.60	\$2,692.80
1e	Q15AJ	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	8	\$879.00	\$597.72	\$4,781.76
1f	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	8	\$0.00	\$0.00	\$0.00
1g	QA09001AB	ADD: WIFI CAPABILITY	8	\$330.00	\$224.40	\$1,795.20
1h	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	8	\$814.00	\$553.52	\$4,428.16
1i	H38BS	ADD: SMARTZONE OPERATION	8	\$1,650.00	\$1,122.00	\$8,976.00
1j	H112LT	DEL: DELETE STANDARD ANTENNA	8	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	8	\$110.00	\$74.80	\$598.40
1l	QA05507AA	DEL: DELETE 7/800 MHZ BAND	8	-\$800.00	-\$544.00	-\$4,352.00
1m	QA05508AA	DEL: DELETE VHF BAND	8	-\$800.00	-\$544.00	-\$4,352.00
2	PMMN4062AL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	8	\$127.12	\$101.68	\$813.44
3	FAF5260A	ASSY,ANT,UHF R2 PLUS GPS STUBBY ANT	8	\$64.80	\$51.83	\$414.64
4	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	2	\$1,420.20	\$1,136.02	\$2,272.04

Subtotal \$64,580.12

Estimated Tax \$6,043.15

Grand Total \$70,623.27(USD)

Notes:





MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
10680 Treena St., Suite 200
San Diego, CA 92131

March 7, 2022

Lt. Joshua Hendricks
Standards, Training, & Strategic Planning Bureau
14403 E Pacific Avenue
Baldwin Park, CA 91706

Subject: Motorola Solutions – ASTRO25 APX RADIO EQUIPMENT

Dear Lt. Hendricks:

Motorola Solutions, Inc. ("Motorola") is the market leader in radio communications systems and products for the U.S. Government and Public Safety Market and is pleased to have the City of Baldwin Park, CA as a valued customer. The ASTRO25 radio subscribers we design and manufacture contain proprietary hardware and software components which are not commercially available except through Motorola and its channel partners.

The Motorola Radio Equipment and Options that will be purchased by the City of Baldwin Park can be used on their existing Motorola ASTRO P25 Trunked System that ICI Member agencies currently operate. These radios will operate on P25 Trunked equipment that has proprietary features operating on Motorola solutions core equipment located at the Glendale Master Site.

Furthermore, authorized warranty, maintenance and support services for Motorola systems and hardware and software products are provided by Motorola and its network of authorized and trained service providers. Motorola maintains a parts and accessories inventory sufficient to support its warranty, maintenance and support services obligations. These parts and accessories are manufactured either by Motorola or for Motorola subject to Motorola's specifications and other requirements.

If you have any questions regarding our radio equipment, please contact your Account Executive, Denis Redzepagic at (619) 577-3619.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Bravo'.

Motorola Solutions, Inc.
Mike Bravo
Area Sales Manager

***State Homeland Security Program
Subrecipient Agreement
Grant Year 2020***

***Between the
County of Los Angeles
and the
City of Baldwin Park***

**SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF BALDWIN PARK**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Baldwin Park, a public agency (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 – Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2020 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 23, 2020 with a performance period of September 1, 2020 to May 31, 2023. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles (DUNS #052238763) as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2020 SHSP grant from Cal OES in the total amount of \$10,593,612.00; and

WHEREAS, the CEO now wishes to distribute 2020 SHSP grant funds to the Subrecipient in the amount of \$67,518.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 20, 2021 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and

B. City of _____, a public agency, having its principal office at _____.

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:

1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa, HSGP Grants Director
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
chirakawa@ceo.lacounty.gov

Melissa Tarver
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-3338
Fax: (213) 687-3765
mtarver@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	
Organizational DUNS Number	
Address:	
City/State/Zip:	
Phone:	
FAX:	
Email:	

With a copy to:

Name and Title:	
Address:	
City/State/Zip:	
Phone:	
FAX:	
Email:	

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2020 to February 28, 2023, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2020 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by 2 CFR Part 200, to CEO no later than March 31st (fiscal year ending June 30) or June 30th (fiscal year ending September 30) of the year following the reporting period.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2020 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2020 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

- 1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
 3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.
 4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.
- M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.
- N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frts/>.
- P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/hseep>.
- Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.
- S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$67,518.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The

grant amount represents the amount allocated to Subrecipient in the 2020 SHSP Grant Award Letter from Cal OES.

- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES Feedback number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.
- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be

terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for

herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <https://www.justice.gov/crt>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement,

and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administering, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
 - 1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father,

mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must

substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age

Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the

execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds

that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2020 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated

2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

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

§417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at <https://directdeposit.lacounty.gov/>. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, 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.

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. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption

to this requirement and 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 CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient 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.

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY _____
FESIA A. DAVENPORT
Chief Executive Officer

_____ Date

BY _____
CELIA ZAVALA
Executive Officer, Board of Supervisors

BY _____
ARLENE BARRERA
Auditor-Controller

APPROVED AS TO FORM

RODRIGO A. CASTRO-SILVA
County Counsel

BY _____
Deputy County Counsel

BY _____
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY _____
City Attorney (Signature) (Print Name) Date

ATTEST

BY _____
City Clerk (Signature) (Print Name) Date

EXHIBITS

Exhibit A	Certification and Disclosure Regarding Lobbying
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug-Free Workplace
Exhibit D	Certification of Grant Assurances
Exhibit E	Final Grant Award Letter and Project Worksheet
Exhibit F	2020 Notice of Funding Opportunity
Exhibit G	Reimbursement Form and Instructions
Exhibit H	Monitoring Instrument

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: B a. bid/offer/application b. initial award c. post-award	3. Report Type: A a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☒ Subawardee Tier, If known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: County of Los Angeles Chief Executive Office 500 West Temple Street, Room B-79-2 Los Angeles, CA 90012 Congressional District, if known: _____
6. Federal Department/Agency: Department of Homeland Security	7. Federal Program Name/Description: Homeland Security Grant Program CFDA Number, if applicable: 97.067	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (last name, first name, MI - include address if different from 10a)	
11. Amount of Payment (check all that apply) : ☐ Actual ☐ Planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☒ No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____ (area code)
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL

**DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET**

Continuation of 10 a-b: additional sheets may be added if necessary

Reporting Entity:

Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip

Continuation of 14: (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE
COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.
2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

COUNTY OF LOS ANGELES

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, (*Chapter 1170, Statutes of 1990*), which established the Drug-Free Workplace Act of 1990, the _____
(*your agency*)
accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees [*Section 8355(a) of the Government Code*]. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The _____ (*your agency*), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. [*Section 8355(b)(1)*]

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. [*Section 8355(a)*]

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. [*Section 8356(a)(1)(2)*]

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. [*Section 8355(b)(4)*]

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the _____ (*your agency*) to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. [*Section 8355(c)*]



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



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For Cal OES Federal Non-Disaster Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



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For Cal OES Federal Non-Disaster Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



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For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at:
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



October 23, 2020

Fesia A. Davenport
Acting Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012-0000

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL

Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)
Subaward #2020-0095, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2020-05/31/2023

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2020 HSGP subaward in the amount of \$10,593,612. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review. Additionally, all projects falling under the National Priority Investment Justifications must be reviewed and approved for effectiveness by the



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

Fesia A. Davenport
October 23, 2020
Page 2 of 2

Federal Emergency Management Agency (FEMA), prior to the obligation, and expenditure of funds for those projects.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES via the FEMA Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

A Conditional Hold has been placed on your subaward; five percent of the subaward must be allocated to each of the four National Priority Investment Justifications for a total of twenty percent of the award. To release this hold, additional information is required for the investments identified which must be submitted in the December 2020 BSIR in a manner consistent with Grants Program Directorate Information Bulletin No. 447.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
Director



Fesia A. Davenport
Los Angeles County

10-9-2020

Date

Project Ledger

City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
Grant Subaward: 2020-0095
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022
POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
006	LE P25 Radios	HSCP-SHSP	LE	Equipment	\$ 67,518
Total				\$	67,518

Planning

City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
Grant Subaward: 2020-0095
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022

POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Planning Activity	Funding Source	Discipline	Solution Area Sub Category	Expenditure Category	Final Product	Noncompetitive Procurement over \$250K	Budgeted Cost

Organization

City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
Grant Subaward: 2020-0095
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022

POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Organization	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Detail	Certification on File	Budgeted Cost

Equipment

City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
 Grant Subaward: 2020-0095
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022

POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Equipment Description (Include Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub Category	Deployable / Shareable	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
6.10	10 P25 compliant portable radios and accessories	06CP-01-PORT 06CP-03-PRAC	Radio Portable Accessories Portable Radio	HSGP-SHSP	LE	Interoperable Communications Equipment	Deployable	No	No Hold Indicated	\$ 67,518

Training	
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City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
 Grant Subaward: 2020-0095
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022

POP Start Date	9/1/2020
POP End Date	5/31/2023

[illegible]

Exercise

City of Baldwin Park
FY 2020 State Home Security Program (SHSP) Projects
Grant Subaward: 2020-0095
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022
POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Exercise Title	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Date of Exercise	Exercise Type	Identified Host	Date of AAR entered into HSEEP	Noncompetitive Procurement over \$250K	EHP Hold	Budgeted Cost

**The Department of Homeland Security (DHS)
 Notice of Funding Opportunity (NOFO)
 Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)**

NOTE: If you are going to apply for this funding opportunity and have **not** obtained a Data Universal Numbering System (DUNS) number and/or **are not** currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>.

A. Program Description

1. Issued By

Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

2. Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067

3. Assistance Listings Title (formerly CFDA Title)

Homeland Security Grant Program

4. Funding Opportunity Title

Homeland Security Grant Program

- State Homeland Security Program
- Urban Area Security Initiative
- Operation Stonegarden

5. Funding Opportunity Number

DHS-20-GPD-067-00-01

6. Authorizing Authority for Program

Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93)

8. Announcement Type

New

9. Program Overview, Objectives, and Priorities

Overview

The Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the Department of Homeland Security (DHS)/Federal Emergency Management Agency's (FEMA's) focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. In FY 2020, there are three components of HSGP:

- 1) ***State Homeland Security Program (SHSP)***: SHSP assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 2) ***Urban Area Security Initiative (UASI)***: UASI assists high-threat, high-density Urban Areas efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 3) ***Operation Stonegarden (OPSG)***: OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada as well as states and territories with international water borders. State, local, tribal, and territorial (SLTT) law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The 2018-2022 FEMA Strategic Plan creates a shared vision for reducing the risks posed by terrorism and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. HSGP supports the goals of Building a Culture of Preparedness and Ready the Nation for Catastrophic Disasters. We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient Nation, as preparedness is a shared responsibility and funding should support priorities that are most impactful and demonstrate the greatest return on investment.

Finally, for FY 2020, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other emerging threats to our national security. DHS and its homeland security mission were born from the "failures among federal agencies and between the federal agencies and state and local authorities to share critical information related to the threat of terrorism" prior to the September 11, 2001, attacks.¹ The threat profile has changed in the last two decades – we now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, threats to our democratic election

¹ Homeland Security Act of 2002: Report Together with Minority and Dissenting Views 222, Select Committee on Homeland Security: 107th Congress, U.S. House of Representatives (2002) (H. Rpt. 107-609).

process and threats from new and emerging technologies. But information sharing and cooperation between state, local, and tribal authorities and federal agencies, including all DHS officials, is just as vital, and perhaps even more vital, today. Therefore, for FY 2020, we have identified four priority areas, tied to some of the most serious threats that DHS would like to see addressed by state and local governments, that recipients will need to address with their HSGP funds. Perhaps most importantly, we will be focused on forging partnerships to strengthen information sharing and collaboration in each of these priority areas and looking for recipients to remove barriers to communication and cooperation with DHS and other federal agencies.

Objectives

The objective of the FY 2020 HSGP is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

Priorities

Given the evolving threat landscape, it is incumbent upon DHS/FEMA to continuously evaluate the national risk profile and set priorities that help ensure appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2020, four priority areas attract the most concern. And due to the unique threats that the nation faces in 2020, DHS/FEMA has determined that these four priorities should be addressed by allocating specific percentages of HSGP funds to each of these four areas, for a total of 20 percent. The following are the four priority areas for FY 2020, along with the corresponding amount of HSGP funds that each recipient will be required to propose for each priority area in order to obtain a full allocation of HSGP funds:

- 1) Enhancing cybersecurity (including election security) – 5 percent
- 2) Enhancing the protection of soft targets/crowded places (including election security) – 5 percent;
- 3) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – 5 percent;
- 4) Addressing emergent threats (e.g., unmanned aerial systems [UASs], etc.) – 5 percent.

Failure by a recipient to propose investments and projects that align with these four priority areas and spending requirements may result in a recipient receiving a reduced grant award. DHS/FEMA may not award funding in excess of a recipient's minimum allocation threshold² to the extent that investments and projects do not align with these four priority areas.

A State or high-risk urban area may allocate the remaining 80 percent to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise, and to which that States should consider allocating funding across core capability gaps and national

² The *Homeland Security Act of 2002*, as amended, allocates for each of the 50 States, the District of Columbia, and Puerto Rico 0.35 percent of the total funds appropriated for grants under section 2003 and section 2004 of the *Act*, and 0.08 percent for each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands).

priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

- 1) Effective planning;
- 2) Training and awareness campaigns;
- 3) Equipment and capital projects; and
- 4) Exercises.

The table below provides a breakdown of the FY 2020 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the [Preparedness Grants Manual](#). DHS/FEMA anticipate that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through other funding mechanisms.

FY 2020 SHSP & UASI Funding Priorities

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing Cybersecurity (including election security)	• Cybersecurity • Intelligence and information sharing	• Safety and security	• Cybersecurity risk assessments • Projects that address vulnerabilities identified in cybersecurity risk assessments ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by CISA ○ Cybersecurity training and planning
Enhancing the Protection of Soft Targets/ Crowded Places (including election security)	• Operational coordination • Public information and warning • Intelligence and information sharing • Interdiction and disruption • Screening, search, and detection • Access control and identity verification • Physical protective measures • Risk management for protection programs and activities	• Safety and security	• Operational overtime • Physical security enhancements ○ Security cameras (CCTV) ○ Security screening equipment for people and baggage ○ Lighting ○ Access controls ○ Fencing, gates, barriers, etc.
Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS	• Intelligence and information sharing	• Safety and security	• Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment) • Information sharing with all DHS components, fusion centers, and other entities designated by DHS

			• Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition and analysis • Joint training and planning with DHS officials and other entities designated by DHS
Addressing Emergent Threats, such as Transnational Criminal Organizations and UAS	• Interdiction & disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing • Planning • Public Information and Warning • Operational Coordination	• Safety and security	• Sharing and leveraging intelligence and information • UAS detection technologies • Enhancing weapons of mass destruction (WMD) and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities ○ Chemical Biological Radiological Nuclear and Explosive (CBRNE) detection, prevention, response, and recovery equipment
Enduring Needs			
Planning	• Planning • Risk management for protection programs and activities • Risk and disaster resilience assessment • Threats and hazards identification • Operational coordination • Community resilience	• Safety and security	• Development of: ○ Security Risk Management Plans ○ Continuity of Operations Plans ○ Response Plans • Efforts to strengthen governance integration between/among regional partners • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Training & Awareness	• Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience	• Safety and security	• Active shooter training • Security training for employees • Public awareness/preparedness campaigns • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Equipment & Capital Projects	• Long-term vulnerability reduction • Infrastructure systems • Operational communications • Interdiction and disruption • Screening, search and detection • Access control and identity verification • Physical protective measures	• Safety and security	• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments • Physical security enhancements ○ Security cameras (CCTV) ○ Security screening equipment for people and baggage ○ Lighting ○ Access Controls ▪ Fencing, gates, barriers, etc.

Exercises	• Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience	• Safety and security	• Response exercises
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Starting in FY 2020, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for *each* of the four national priorities identified above. Under the Cybersecurity investment and the Soft Target/Crowded Places investments one project for each of those two investments must be to support enhancing election security. As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to preventing, preparing for, protecting against, and responding to acts of terrorism. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (e.g., states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at <https://www.fema.gov/national-preparedness-system>. Detailed information on THIRA/SPR timelines and deadlines can be found in the Preparedness Grants Manual.

FY 2020 OPSG Funding Priorities

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS	• Intelligence and information sharing	• Safety and security	• Participation in the DHS/ICE 287(g) training program • Information sharing with all DHS components, fusion centers, and other entities designated by DHS • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition and analysis • Joint training and planning with DHS officials and other entities designated by DHS
Addressing Emergent Threats, such as Transnational Criminal Organizations	• Interdiction & disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing	• Safety and security	• Operational overtime for border security operations as directed by the applicable, USBP-approved operations order • Sharing and leveraging intelligence and information

Starting in FY 2020, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses *each* of the two national priorities identified above.

10. Performance Metrics

Performance metrics for this program are as follows:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above; and

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
 - Number of arrests that resulted from OPSG contacts
 - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

Award Amounts, Important Dates, and Extensions

Available Funding for the HSGP NOFO: \$1,120,000,000

HSGP Programs	FY 2020 Allocation
State Homeland Security Program	\$415,000,000
Urban Area Security Initiative	\$615,000,000
Operation Stonegarden	\$90,000,000
Total	\$1,120,000,000

SHSP Allocations

For FY 2020, DHS/FEMA will award SHSP funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The following table identifies the *targeted* SHSP allocation ranges for each State based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended. States are strongly encouraged to apply for funding at least 15% over the high end of their target allocation range as ineffective applications will not be funded. Final award amounts will be based on DHS/FEMA's evaluation of the effectiveness of proposed investments and projects.

Regardless of the amount of a State's targeted SHSP allocation range, each State must include a separate investment for each of the four national priority areas identified in the Priorities section, above. The funding level in each national priority area investment must equal or exceed the percentage for that respective national priority area, calculated as a percentage of the State's *targeted* SHSP allocation in the table below. For the states that receive a target allocation in excess of the minimum, the percentage is calculated against the high end of the range, as displayed in the table below. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the State's application as described in Section D, below. Final awards are based on whether the State has proposed investments in each of the four national priority areas in an amount equal to or greater than the percentage for that priority area and based on the effectiveness review.

DHS/FEMA will allocate to each state and territory a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. The minimum allocation for all 50 States, the District of Columbia, and the Commonwealth of Puerto Rico is 0.35 percent of the total funds appropriated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. The minimum allocation for the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) is 0.08 percent of the total funds appropriated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended. THIRA/SPR results do not impact grant allocation or award.

Regardless of the final award amount, a state must invest SHSP funding in each of the four national priority areas in an amount equal to or greater than percentage identified above for each national priority area, as approved by DHS/FEMA.

FY 2020 TARGET SHSP ALLOCATIONS

State/Territory	FY 2020 Allocation	State/Territory	FY 2020 Allocation
New York	\$59,174,400 - \$73,968,000	Kentucky	\$4,287,500
California	\$49,608,800 - \$62,011,000	Louisiana	\$4,287,500
Texas	\$15,839,200 - \$19,799,000	Maine	\$4,287,500
Illinois	\$12,085,600 - \$15,107,000	Minnesota	\$4,287,500
Florida	\$8,127,200 - \$10,159,000	Mississippi	\$4,287,500
Virginia	\$7,076,800 - \$8,846,000	Missouri	\$4,287,500
Georgia	\$4,600,000 - \$5,750,000	Montana	\$4,287,500
Pennsylvania	\$7,076,800 - \$8,846,000	Nebraska	\$4,287,500
Maryland	\$6,153,600 - \$7,692,000	Nevada	\$4,287,500
New Jersey	\$6,153,600 - \$7,692,000	New Hampshire	\$4,287,500
Washington	\$5,384,800 - \$6,731,000	New Mexico	\$4,287,500
Massachusetts	\$5,384,800 - \$6,731,000	North Dakota	\$4,287,500
Ohio	\$5,384,800 - \$6,731,000	Oklahoma	\$4,287,500
North Carolina	\$4,423,200 - \$5,529,000	Oregon	\$4,287,500
District of Columbia	\$4,423,200 - \$5,529,000	Puerto Rico	\$4,287,500
Michigan	\$4,423,200 - \$5,529,000	Rhode Island	\$4,287,500
Alabama	\$4,287,500	South Carolina	\$4,287,500
Alaska	\$4,287,500	South Dakota	\$4,287,500
Arizona	\$4,287,500	Tennessee	\$4,287,500
Arkansas	\$4,287,500	Utah	\$4,287,500
Colorado	\$4,287,500	Vermont	\$4,287,500
Connecticut	\$4,287,500	West Virginia	\$4,287,500
Delaware	\$4,287,500	Wisconsin	\$4,287,500
Hawaii	\$4,287,500	Wyoming	\$4,287,500
Idaho	\$4,287,500	American Samoa	\$1,000,000
Indiana	\$4,287,500	Guam	\$1,000,000
Iowa	\$4,287,500	Northern Mariana	\$1,000,000
Kansas	\$4,287,500	U.S. Virgin Islands	\$1,000,000
			\$415,000,000

UASI Allocations

Eligible candidates for the FY 2020 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at <https://www.census.gov/programs-surveys/metro-micro.html>. THIRA/SPR results do not impact grant allocation or award.

For FY 2020, DHS/FEMA will award UASI funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The following table identifies the *targeted* UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended. Applicants are strongly encouraged to apply for funding at least 15% over the high end of their target allocation range as ineffective applications will not be funded. Final award amounts will be based on DHS/FEMA's evaluation of the effectiveness of proposed investments and projects.

In its application, each high-risk urban area, through the State, must include a separate investment for each of the four national priority areas identified in the Priorities section, above. The funding level in each national priority area investment must equal or exceed the percentage for that respective national priority area, calculated as a percentage of the high-risk urban area's *targeted* UASI allocation in the table below. The percentage is calculated against the high end of the range, as displayed in the table below. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the high-risk urban area's application as described in Section D, below. Final awards are based on whether the State has proposed investments in each of the four national priority areas in an amount equal to or greater than the percentage for that priority area and based on the effectiveness review. Regardless of the final award amount, a high-risk urban area must invest UASI funding in each of the four national priority areas in an amount equal to or greater than percentage identified above for each national priority area, as approved by DHS/FEMA.

FY 2020 TARGET UASI ALLOCATIONS

State/Territory	Funded Urban Area	FY 2020 UASI Allocation
Arizona	Phoenix Area	\$4,200,000 - \$5,250,000
California	Anaheim/Santa Ana Area	\$4,200,000 - \$5,250,000
	Bay Area	\$30,000,000 - \$37,500,000
	Los Angeles/Long Beach Area	\$54,400,000 - \$68,000,000
	Riverside Area	\$2,800,000 - \$3,500,000
	Sacramento Area	\$2,800,000 - \$3,500,000
	San Diego Area	\$13,520,000 - \$16,900,000
Colorado	Denver Area	\$2,800,000 - \$3,500,000
District of Columbia	National Capital Region	\$41,400,000 - \$51,750,000
Florida	Miami/Fort Lauderdale Area	\$11,800,000 - \$14,750,000
	Orlando Area	\$2,800,000 - \$3,500,000
	Tampa Area	\$2,800,000 - \$3,500,000
Georgia	Atlanta Area	\$5,000,000 - \$6,250,000
Hawaii	Honolulu Area	\$2,800,000 - \$3,500,000
Illinois	Chicago Area	\$54,400,000 - \$68,000,000
Louisiana	New Orleans Area	\$2,800,000 - \$3,500,000
Maryland	Baltimore Area	\$3,400,000 - \$4,250,000
Massachusetts	Boston Area	\$13,520,000 - \$16,900,000
Michigan	Detroit Area	\$4,200,000 - \$5,250,000
Minnesota	Twin Cities Area	\$4,200,000 - \$5,250,000
Missouri	St. Louis Area	\$2,800,000 - \$3,500,000
Nevada	Las Vegas Area	\$4,200,000 - \$5,250,000
New Jersey	Jersey City/Newark Area	\$15,240,000 - \$19,050,000
New York	New York City Area	\$143,000,000 - \$178,750,000
Oregon	Portland Area	\$2,800,000 - \$3,500,000
Pennsylvania	Philadelphia Area	\$13,520,000 - \$16,900,000
	Pittsburgh Area	\$2,800,000 - \$3,500,000
Texas	Dallas/Fort Worth/Arlington Area	\$13,520,000 - \$16,900,000
	Houston Area	\$19,680,000 - \$24,600,000
	San Antonio Area	\$2,800,000 - \$3,500,000
Virginia	Hampton Roads Area	\$2,800,000 - \$3,500,000
Washington	Seattle Area	\$5,000,000 - \$6,250,000
Total		\$615,000,000

OPSG Allocations

For FY 2020, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2020 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies

that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the State's application as described in Section D, below. The THIRA/SPR process is not required for OPSG.

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

Period of Performance: 36 months

Extensions to the Period of Performance (PoP) are allowed. For additional information on PoP extensions, refer to the [Preparedness Grants Manual](#).

Projected Period of Performance Start Date: September 1, 2020

Projected Period of Performance End Date: August 31, 2023

Funding Instrument: Grant

C. Eligibility Information

1. Eligible Applicants

The State Administrative Agency (SAA) is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under the SHSP and OPSG through the SAA.

2. Eligibility Criteria

Eligible high-risk urban areas for the FY 2020 UASI program have been determined through

an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

In FY 2020, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and Federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2020, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and Federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

3. Other Eligibility Criteria

National Incident Management System (NIMS) Implementation

Prior to allocation of any Federal preparedness awards in FY 2020, recipients must ensure and maintain adoption and implementation of NIMS. Detailed information on NIMS requirements are in the [Preparedness Grants Manual](#).

Emergency Management Assistance Compact (EMAC) Membership

In support of the Goal, SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2020 HSGP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

Law Enforcement Terrorism Prevention Activities (LETPA)

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for law enforcement terrorism prevention activities. DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 25 percent of the combined HSGP funds allocated under SHSP and UASI towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 25 percent LETPA allocation may be met by funding projects in any combination of the four national priority areas

identified above and any other investments. And the 25 percent LETPA allocation is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below.

The National Prevention Framework describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

4. Cost Share or Match

There is no cost share or match requirement for the FY 2020 HSGP.

D. Application and Submission Information

1. Key Dates and Times

- a. **Application Start Date:** February 14, 2020
- b. **Application Submission Deadline:** April 30 ~~15~~, 2020 at 5:00 p.m. ET

All applications **must** be received by the established deadline. The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of the full application. **DHS/FEMA will not review applications that are received after the deadline or consider them for funding.** DHS/FEMA may, however, extend the application deadline on request for an applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances.

Applicants experiencing technical issues must notify the FEMA Headquarters (HQ) Program Analyst prior to the application deadline. If applicants do not know their FEMA HQ Program Analyst or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

- c. **Anticipated Funding Selection Date:** *No later than 7/1/2020*
- d. **Anticipated Award Date:** *No later than 9/30/2020*
- e. **Other Key Dates:**

Event	Suggested Deadline for Completion
Obtain DUNS Number	3/16/2020 3/1/2020
Obtain a valid Employer Identification Number (EIN)	3/16/2020 3/1/2020
Update SAM registration	3/16/2020 3/1/2020
Submit the initial application in Grants.gov	4/23/2020 4/8/2020 —
Submit the final application in ND Grants	4/30/2020 4/15/2020 , 5:00 p.m. ET

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

4. Steps Required to Submit an Application, Unique Entity Identifier, and System for Award Management (SAM)

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Data Universal Numbering System (DUNS) Number from Dun & Bradstreet (D&B) and Employer ID Number (EIN)
- b. In the application, provide a valid Data Universal Numbering System DUNS number, which is currently the unique entity identifier;
- c. Have an account with [login.gov](#);
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Create a Grants.gov account;
- f. Add a profile to a Grants.gov account;
- a. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
- b. Submit an initial application in Grants.gov;
- g. Submit the final application in the Non-Disaster Grants (ND Grants) system and
- h. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency.

Applicants are advised that DHS may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when DHS is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, DHS may determine that the applicant is not

qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant. See the [Preparedness Grants Manual](#) for additional information on the steps required to submit an application.

5. **Electronic Delivery**

DHS/FEMA is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS/FEMA requires applicants to submit their initial applications online through [Grants.gov](#) and to submit final applications through [ND Grants](#).

6. **How to Register to Apply through [Grants.gov](#)**

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

7. **How to Submit an Initial Application to DHS/FEMA via Grants.gov**

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

8. **Timely Receipt Requirements and Proof of Timely Submission**

As application submission is a two-step process, the applicant with the Authorized Organizational Representative (AOR) role who submitted the application will also receive an acknowledgement of receipt, a tracking number (in this format: GRANTXXXXXXXX) from Grants.gov, and an Agency Tracking Number (in this format: EMX-2020-XX-XXXX) with the successful transmission of the initial application. This notification does **not** serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants. All applications must be received in ND Grants by 5:00 p.m. ET on April 30 ~~15~~, 2020. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

9. **Submitting the Final Application in Non-Disaster Grants System (ND Grants)**

After submitting the initial application in [Grants.gov](#), eligible applicants will be notified by DHS/FEMA and asked to proceed with submitting their complete application package in [ND Grants](#). Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement but no later than **seven days before the application deadline**. Early registration will allow applicants to have adequate time to start and complete their application.

In [ND Grants](#) applicants will be prompted to submit all of the information contained in the following forms. Applicants should review these forms before applying to ensure they have all the information required:

- Standard Form 424A, Budget Information (Non-construction);
- Standard Form 424B, Standard Assurances (Non-construction); and
- Standard Form LLL, Disclosure of Lobbying Activities.

In addition, applicants must submit copies of the following in [ND Grants](#):

- Investment Justification (the Investment Justification Template may be found in the Related Documents Tab of the [Grants.gov](#) posting and used as a preparation tool; responses to questions in the Template are entered into the GRT);

- List of Urban Area Working Group (UAWG) and Senior Advisory Committee (SAC) members;
- SAC charter;
- UAWG charter; and
- Indirect Cost Agreement, if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement. If the applicant is not required to have an indirect cost rate agreement but will charge indirect costs and is required to have an indirect cost rate proposal, the applicant must provide a copy of their indirect cost rate proposal with the application. See the section below on indirect costs for more information or contact the relevant Program Analyst or Grants Management Specialist for further instructions.

Applicants must submit copies of the following in ND Grants if applying for construction projects. The forms may be accessed in the Forms tab under SF-424 Family on [Grants.gov](https://www.grants.gov):

- Standard Form 424C, Budget Information (Construction); and
- Standard Form 424D, Standard Assurances (Construction).

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.gov or (800) 865-4076, Monday through Friday, 9 a.m. – 5 p.m. ET.

10. Content and Form of Application Submission

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

HSGP Specific Application Instructions

Development of the Investment Justification (SHSP and UASI)

As part of the FY 2020 HSGP application process for SHSP and UASI funds, applicants must develop formal investment justifications (IJs) that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs in accordance with the Risk Methodology and Effectiveness Review described in the Application Review Information and may result in rejection of proposed investments or reduced funding allocations.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness;
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process; and
- Support the overcoming of existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional, and nonprofit partners in efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet its target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

Development of Investments and Projects (SHSP)

- Applicants must propose at least four and may include up to ten investments.
- Required national priority investment justifications must include the name of the priority in the investment name for easy identification.
- Within each investment in their IJ, applicants must propose at least one project to describe the activities they plan to implement with SHSP funds. There is no limit to the number of projects that may be submitted.
- Of the proposed SHSP-funded investments, one single project, within the required intelligence and information sharing investment, must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below.
- Of the proposed SHSP-funded investments, one project in each of the required Cybersecurity and Soft Targets/Crowded Places investments must be in support of enhancing election security.
- All emergency communications investments must describe how such activities align with their Statewide Communication Interoperable Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governance Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including the name of the project, the project description, the name of the subrecipient, if applicable, the recipient type (e.g., state or local), the project location (zip code of the primary location of the project), the primary core capability the project supports, whether the project activities are shareable and deployable, and which priority area (if any) the project is in support of. Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. Failure to fulfill all of the terms contained in this section may be considered in the evaluation of the effectiveness of the IJs in accordance with the Risk Methodology and Effectiveness Review described in the Application Review Information and may result in rejection of proposed investments or reduced funding allocations.
- FEMA encourages states to use any DHS provided assessments, such as those performed

by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their investment justifications.

Priority Investments (SHSP)

States are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

Cybersecurity Investment Justification (5 percent)

At least one investment must be in support of the state's cybersecurity efforts. The investment must meet or exceed the FY 2020 national priority percentage for cybersecurity, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of SHSP funds. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2020 HSGP grant awards will be required to complete the 2020 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2020 NCSR will be open from October – December 2020.

- The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity.
- Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see Information Bulletin 439.

In January 2017, the Department of Homeland Security designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation.

Given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

Soft Target Investment Justification (5 percent)

Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments in order to receive a full allocation of SHSP funds. Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#). States are encouraged to engaged DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

As noted above, given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

Information Sharing and Cooperation Investment Justification (5 percent)

Effective homeland security operations rely on timely information sharing and actionable intelligence to accurately assess and prevent threats against the United States. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, cybersecurity, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they

will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for information sharing and cooperation with DHS, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of SHSP funds. Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

Emerging Threats Investment Justification (5 percent)

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists remain intent on acquiring weapons of mass destruction (WMD) capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and no-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of unmanned aircraft systems, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of emerging threats, at least one investment must be in support of the state's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for emerging threats, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of SHSP funds. Additional resources and information regarding emerging threats are available through the [Countering Weapons of Mass Destruction Office](#) and the [Cybersecurity and Infrastructure Security Agency](#).

Development of Investments and Projects (UASI)

- Applicants must propose at least four and may include up to ten investments.
- Within each investment in their IJ, Urban Areas must propose at least one project to describe the activities they are planning to implement with UASI funds. There is no limit to the number of projects that may be submitted.
- Required national priority IJs must include the name of the priority in the investment name for easy identification.
- Of the proposed projects, Urban Areas are required to propose one single project, as part of the required intelligence and information sharing investment justification, in support of a designated fusion center within the Urban Area, if applicable. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop fusion center investments below.
- Of the proposed UASI-funded investments, one project in each of the required Cybersecurity and Soft Targets/Crowded Places investments, must be in support of enhancing election security.

All emergency communications investments must describe how such activities align with their Statewide Communication Interoperable Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governance Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including the name of the project, the project description, the name of the subrecipient, if applicable, the recipient type (e.g., state or local), the project location (zip code of the primary location of the project), the primary core capability the project supports, whether the project activities are shareable and deployable, and which priority area (if any) the project is in support of. Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.

Priority Investments - UASI

High-risk urban areas are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

Cybersecurity Investment Justification (5 percent)

At least one investment must be in support of the urban area’s cybersecurity efforts. The investment must meet or exceed the FY 2020 national priority percentage for cybersecurity, and will also be subject to DHS/FEMA’s evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI and SHSP funds. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2020 HSGP awards will be required to complete the 2020 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2- 3 hours to complete. The 2020 NCSR will be open from October – December 2020.

- The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity.
- Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see Information Bulletin 439.

In January 2017, the Department of Homeland Security designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation.

Given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

Soft Target Investment Justification (5 percent)

Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI funds. Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#).

As noted above, given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

Information Sharing and Cooperation Investment Justification (5 percent)

Effective homeland security operations rely on timely information sharing and actionable intelligence to accurately assess and prevent threats against the United States. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, cybersecurity, border security, immigration enforcement, and other areas is

critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for information sharing and cooperation with DHS, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI funds. Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

Emerging Threats Investment Justification (5 percent)

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists remain intent on acquiring weapons of mass destruction (WMD) capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of unmanned aircraft systems, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of emerging threats, at least one investment must be in support of the urban area's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for emerging threats, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI funds. Additional resources and information regarding emerging threats are available through the [Countering Weapons of Mass Destruction Office](#) and the [Cybersecurity and Infrastructure Security Agency](#).

Development of Fusion Center Projects (SHSP and UASI)

If applicable, each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center.
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.
- The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the Preparedness Grants Manual.

- If the project description and funding itemization do not directly support the fusion center or clearly align to the Fusion Center Performance Measures, then the project may be conditionally approved until a Fusion Center Addendum is submitted.

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training.*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2020.XXX.*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project.*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

<i>Solution Area and Amount of Proposed Funding</i>	<i>Percent of Proposed Funding</i>
<i>Planning: \$10,000.00</i>	<i>2%</i>
<i>Organization: \$200,000</i>	<i>48%</i>
<i>Equipment: \$200,000</i>	<i>48%</i>
<i>Training: \$10,000</i>	<i>2%</i>
<i>Exercises: \$0</i>	<i>0%</i>
<i>Total: \$420,000</i>	<i>100%</i>

Completing IJs in the Grant Reporting Tool (GRT) (SHSP and UASI)

In the Related Documents section of the [Grants.gov](https://www.grants.gov) posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in [Grants.gov](https://www.grants.gov) posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Development of Concept of Operations for OPSG

As part of the FY 2020 OPSG application process, each eligible local unit of government at the county or Federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and Federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary. CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with

the local USBP sector office, the SAA and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priorities identified below.

Information Sharing and Cooperation

Effective border security operations rely on timely information sharing and actionable intelligence to accurately assess and prevent threats against the United States. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, cybersecurity, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism.

Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must be in support of the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing. Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

Emerging Threats

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists remain intent on acquiring weapons of mass destruction (WMD) capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of unmanned aircraft systems, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of emerging threats, the CONOP must be in support of the recipient's efforts to address emerging threats. Additional resources and information regarding emerging threats are available through the [Countering Weapons of Mass Destruction Office](#) and the [Cybersecurity and Infrastructure Security Agency](#).

11. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372. See <https://www.archives.gov/Federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2017/11/SPOC-Feb.-2018.pdf>.

12. Funding Restrictions

Federal funds made available through this award may be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal awards, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions.

13. Environmental Planning and Historic Preservation (EHP) Compliance

See the [Preparedness Grants Manual](#) for information on EHP Compliance.

14. Emergency Communications Investments

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- Applicants must describe in the investment how proposed communications investments align to needs identified in their SCIP. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals.
- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the *SAFECOM Guidance*. The certification letter should be coordinated with the SWIC for each state and must be uploaded to [ND Grants](#) at the time of the first Program Performance Report (PPR) submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through Federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by the DHS Office of Emergency Communications and will be verified by FEMA GPD through programmatic monitoring activities.
- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and

mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by the DHS Office of Emergency Communications and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required) and must submit an After Action Report/Improvement Plan (AAR/IP) to the Homeland Security Exercise and Evaluation Program's (HSEEP) electronic message inbox at hseep@fema.gov within 90 days of exercise completion. Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated [above](#)), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

15. Detailed Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being used by the direct recipient for projects carried out by the direct recipient and how much funding is being passed through to sub-recipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the grants.gov posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

16. Funds Transfer Restriction

The recipient is prohibited from transferring funds between programs (includes the SHSP, the UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., the SHSP and UASI), however, recipients are not allowed to

divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

17. Pre-Award Costs

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the Authorized Representative of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

18. Cost Principles

Costs charged to this award must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. For more information on 2 C.F.R. Part 200, please refer to FEMA GPD Information Bulletin 400, [FEMA's Implementation of 2 C.F.R. Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards \("Super Circular" or "Omni Circular"\)](#).

19. Direct Costs

a. Planning

Planning costs are allowed under this program.

b. Organization

Organization costs are allowed under this program.

c. Equipment

Equipment costs are allowed under this program.

d. Training

Training costs are allowed under this program.

e. Exercises

Exercise costs are allowed under this program.

f. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA Information Bulletin (IB) 421, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act.

g. Operational Overtime

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA.

h. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

i. Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the EHP approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [Standard Form 424C](#).

j. Maintenance and Sustainment

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable as described in FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants Policy (<http://www.fema.gov/media-library/assets/documents/32474>).

k. Management and Administration (M&A) Costs

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the four national priority areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its enhancing cybersecurity investment, the recipient may credit that funding toward its requirement to allocate at least 5 percent of its award to enhancing cybersecurity.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

SAA 1:

SHSP: \$1,000,000

OPSG: \$2,500,000

UASI: \$2,500,000

M&A Maximum: \$300,000 (5 percent of \$6,000,000)

Maximum M&A for SHSP = \$50,000

Maximum M&A for OPSG = \$125,000. Of that amount, \$62,500 (2.5 percent) may be retained from the OPSG allocation, and the other \$62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$50,000 available to manage the SHSP allocation.

SAA 2:

SHSP: \$3,500,000

OPSG: \$1,000,000

M&A Maximum: \$225,000 (5 percent of \$4,500,000)

Maximum M&A for SHSP: \$175,000

Maximum M&A for OPSG = \$50,000. Of that amount, \$25,000 (2.5 percent) may be retained from the OPSG allocation, and the other \$25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$175,000 available to manage the SHSP allocation.

Please note, [Information Bulletin \(IB\) 365: Management and Administration Costs in the Homeland Security](#) and DHS/FEMA Policy 207-087-1, which can be found at <http://www.fema.gov/library/viewRecord.do?id=7837>, **do not apply to awards made in FY 2020 under this NOFO.** The IB and Policy remain in effect for all previous awards.

L. Critical Emergency Supplies

Critical emergency supplies are allowed under this program.

M. Secure Identification

Secure Identification costs are allowed under this program.

N. Indirect (Facilities & Administrative [F&A]) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

O. General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the

Emergency Management Assistance Compact (EMAC)³ and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical, biological, radiological, nuclear, and explosives (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff⁴ engaged in homeland security program activity.

Equipment allowability is based on the [Authorized Equipment List \(AEL\)](#) but exceptions may be considered on a case-by-case basis if (1) the equipment identified to be purchased directly maps to a core capability contained within the Goal, and (2) the equipment's purpose (when operational) falls under the permitted use of funds in accordance with 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended.

P. Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). Funds under HSGP may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate HQ GPD Program Analyst. For additional information on allowable costs, see the [Preparedness Grants Manual](#).

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning activities	Y	Y	N
Materials required to conduct planning activities	Y	Y	N
Travel/per diem related to planning activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of WHTI-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N

³ Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

⁴ This applies to all homeland security personnel and is not limited to management and administration staff, and costs are to be captured outside the cap on management and administration costs

Allowable Program Activities	SHSP	UASI	OPSG
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR continuity of operations plans	Y	Y	N
Allowable Organizational Activities Note: Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation).	Y	Y	Y
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Allowable Equipment Categories			
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
Vehicle acquisition, lease, and rental	N	N	Y
Other Authorized Equipment	Y	Y	Y

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Training Costs			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils in conducting training exercises	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Allowable Exercise Related Costs			
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Allowable Management & Administrative Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the PoP of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the PoP of the grant Program	Y	Y	N
Law Enforcement Terrorism Prevention Activities (LETPA) Costs			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation and enhancement of designated state and major Urban Area fusion centers	Y	Y	N
Coordination between fusion centers and other analytical and investigative efforts	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Implementation and maintenance of the Nationwide SAR Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical	Y	Y	N
Building and sustaining preventive radiological and nuclear detection capabilities	Y	Y	N

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Allocations

Risk Methodology and Effectiveness Review

The risk methodology and effectiveness review first determine the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the [Preparedness Grants Manual](#) and Application Evaluation Criteria for additional information on risk methodology and effectiveness review.

The second part of the risk methodology and effectiveness review determines whether the proposed project is clear, logical, and reasonable to address the priority area of interest and contribute to a culture of national preparedness. This part considers factors such as how well the project is described and how well the project addresses the objectives and strategies of the priority area.

Risk and effectiveness will be given equal consideration in determining final award amounts.

NOTE: The THIRA/SPR process is separate from the risk methodology and effectiveness review, and its results do not affect grant allocations.

Evaluation Criteria

FEMA will evaluate the FY 2020 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ or project:

- Meets the national priority required spend percentages.
- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This part considers factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations. Effectiveness will be evaluated prior to award and may impact the final overall award amount. To that end, IJs should include:

- How the proposed investment addresses the national priority;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of laws, policies and practices that can be enhanced, eliminated, or otherwise changed in order to achieve the goals of the project and foster a culture of national preparedness;
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2020 HSGP applications, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (30%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation.
- Budget (10%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (30%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses national priorities outlined in the FY 2020 NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Collaboration (30%): Proposals will be evaluated based on the degree to which the proposal adequately details how the recipient will use investments and other means to overcome existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional and nonprofit partners in efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet its target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.
- Past Performance (additional consideration): Proposals will be evaluated based on the

applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

Review and Selection Process (SHSP and UASI)

To ensure the effectiveness of proposed investments and projects, all applications will undergo a Federal review as described herein. The Federal review will be conducted by DHS and FEMA. IJs will be reviewed at both the investment and project level. Results of the effectiveness analysis may result in a recipient receiving a reduced grant award.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

As part of the above, Fusion center projects will be reviewed by DHS/FEMA for compliance with HSGP NOFO requirements to prioritize the alignment of requests with results from the annual Fusion Center Assessment Program. If a fusion center investment does not meet the requirements, a Fusion Center Addendum must be completed and submitted for review and approval prior to expending funds allocated to fusion center activities.

Emerging threats investments will be reviewed by DHS/FEMA, DHS Countering Weapons of Mass Destruction Office, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

All other proposed investments not associated with a required investment justification will undergo a Federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO.

Review and Selection Process (OPSG)

Applications will be reviewed by the SAA and USBP for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the

Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the [Preparedness Grants Manual](#).

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the Federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2020 OPSG funds will be allocated competitively based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to, threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2020 Operations Orders to designated localities within border states and territories.

b. Financial Integrity Criteria

Prior to making a Federal award, DHS/FEMA is required by 31 U.S.C. § 3321 note, 41 U.S.C. § 2313, and 2 C.F.R. § 200.205 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information. Application evaluation criteria may include the following risk-based considerations of the applicant:

- Financial stability;
- Quality of management systems and ability to meet management standards;
- History of performance in managing Federal awards;
- Reports and findings from audits; and
- Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Review

Prior to making a Federal award where the anticipated Federal share of a Federal award will be greater than the simplified acquisition threshold, currently \$250,000 (*see* Section 805 of the National Defense Authorization Act for Fiscal Year 2008, Pub. L. No. 115-91, OMB Memorandum M-18-18 at <https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>; *see also* [FEMA GPD Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds](#)):

- DHS/FEMA is required to review and consider any information about the applicant in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS) and is also accessible through the [SAM](#) website.
- An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered.
- DHS/FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.205.

F. Federal Award Administration Information

1. Notice of Award

See the [Preparedness Grants Manual](#) for information on Notice of Award.

2. SHSP and UASI Pass-Through Requirements

Awards made to the SAA for HSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. Four requirements must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80 percent of the funds awarded under the SHSP and UASI to local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the PoP start date does not directly affect the start of the 45-calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 20, 2020, while the PoP dates for that award are September 1, 2020, through August 31, 2022. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 4, 2020 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The PoP start date of September 1, 2020 would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. A letter of intent (or equivalent) to distribute funds is not considered sufficient. The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands. The Commonwealth of Puerto Rico is required to comply with the pass-through requirement, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government. This may occur only with the written consent of the local unit of government, specifying the amount of funds to be retained and the intended use of funds. States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2020, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Program Analyst.

Additional OPSG Requirements

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements

See the [Preparedness Grants Manual](#) for information on Administrative and National Policy requirements.

4. Reporting

See the [Preparedness Grants Manual](#) for information on reporting requirements, including federal financial reporting requirements, programmatic performance reporting requirements, and closeout reporting requirements.

Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Process

See the [Preparedness Grants Manual](#) for information on the THIRA and SPR process.

Supplemental Information Reporting Systems

In addition to ND Grants, the following information systems are used for the submission of required reports:

Grant Reporting Tool (GRT)

Information on the GRT can be found in the [Preparedness Grants Manual](#).

Unified Reporting Tool (URT)

See the [Preparedness Grants Manual](#) for information on the URT.

Closeout Reporting Requirements

See the [Preparedness Grants Manual](#) for information on closeout reporting requirements.

Disclosing Information per 2 C.F.R. § 180.335

See the [Preparedness Grants Manual](#) for information on disclosing information.

5. Monitoring

Per 2 C.F.R. § 200.336, DHS/FEMA through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control

systems to review project accomplishments and to provide any required technical assistance. During site visits, DHS/FEMA will review grant recipients' files related to the grant award. As part of any monitoring and program evaluation activities, grant recipients must permit DHS/FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to DHS/FEMA requests for information relating to the grant program. See the [Preparedness Grants Manual](#) for additional information on monitoring.

G. DHS/FEMA Awarding Agency Contact Information

1. Contact and Resource Information

Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by DHS/FEMA for grant stakeholders. CSID provides general information on all DHS/FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the Federal, state, and local levels. When necessary, recipients will be directed to a Federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.gov, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

GPD Grant Operations Division

GPD's Grant Operations Division Business Office provides support regarding financial matters and budgetary, technical assistance. Additional guidance and information can be obtained by contacting the FEMA Call Center at 866-927-5646 or via e-mail to ASK-GMD@fema.gov.

FEMA Regional Offices

FEMA Regional Offices may also provide fiscal support, including pre- and post-award administration and technical assistance such as conducting cash analysis, financial monitoring, and audit resolution for the grant programs included in this solicitation. GPD will provide programmatic support and technical assistance. FEMA Regional Office contact information is available [here](#).

GPD Environmental Planning and Historic Preservation (EHP)

The DHS/FEMA GPD EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov. EHP Technical Assistance, including the EHP Screening Form, can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

2. Systems Information

Grants.gov

For technical assistance with [Grants.gov](#), call the customer support hotline 24 hours per day, 7 days per week (except Federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

Non-Disaster (ND) Grants

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at

ndgrants@fema.gov or (800) 865-4076, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

Payment and Reporting System (PARS)

DHS/FEMA uses the [Payment and Reporting System \(PARS\)](#) for financial reporting, invoicing and tracking payments. DHS/FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 119A, Direct Deposit Form.

H. Additional Information

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Conflicts of Interest in the Administration of Federal Awards and Subawards;
- Extensions;
- Monitoring;
- Procurement Integrity; and
- Other Post-Award Requirements.

In response to recent disasters, FEMA has introduced a new lifelines construct, in order to enable the continuous operation of government functions and critical business essential to human health, safety, or economic security during and after a disaster. To learn more about lifelines, please refer to the [Preparedness Grants Manual](#), or visit <http://www.fema.gov/national-planning-frameworks>.

Additionally, recipients can access the [DHS Strategic Framework for Countering Terrorism and Targeted Violence](#) which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.



LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

SHARED SERVICES DIVISION

GRANT PAYMENT REQUEST

SECTION A: SUBMITTING YOUR REQUEST

Please submit Grant Payment Request Form along with **legible** supporting documents to:

Grants@auditor.lacounty.gov

In the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):

Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
3470 Wilshire Blvd., Suite 812
Los Angeles, CA 90010

1. Grant Name & Year:

SECTION B: SUB-RECIPIENT'S INFORMATION

1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered below)	3. Taxpayer ID #:	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):		4. Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

1. SOLUTION AREA (e.g. equipment, training, planning, exercise, organization)	2. PROJECT # (e.g. 011.22)	4. EHP required? (Environmental & Historic Preservation)		5. VENDOR'S INVOICE # (Maximum of 5 invoices)	6. PURCHASE METHOD (including Training)			7. CLAIM AMOUNT (indicate the amount per each line)
		No	Yes (attach State Approval)		If Competitive, indicate the # of bids.	Non-Competitive Bid	Sole Source	
8. TOTAL \$								-

SECTION D: SUB-RECIPIENT'S CERTIFICATION

I certify that (please use the checkbox):

☐

1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

☐

2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.

3. _____
AUTHORIZED SIGNATURE

DATE

4. _____
AUTHORIZED PRINTED NAME

AUTHORIZED TITLE

5. AUTHORIZED CONTACT INFORMATION (If different from Section B):

PHONE # _____

E-MAIL: _____

SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

NOTE: This Form is intended for Internal SSD review purpose only.

Revised on December 2019

**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION**

INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral **1** of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
 - a) ☐ **State EHP Approval:** if required by the state for your claim.

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- a) ☐ **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 - b) ☐ **Copy of the purchase order**
 - c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at:
https://www.rkb.us/fema_grants.cfm
 - d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .
 - e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 - f) ☐ **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 - g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.
6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.
- a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).
 - b) ☐ **Non-Competitive Bid:** for single bid purchases of \$250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
 - c) ☐ **Sole Source:** for non-bid purchases of \$250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.
2. Please read and check the box provided if you are an authorized signor.
3. Please sign the Grant payment request if you are an authorized signor of your agency.
- 4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

For Equipment Claims:

- a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. ^{*1}Please refer to the **Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.**

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission: CBRNE).

You need to inform us of any changes on the items above ^{*1}. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

- a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.
- b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.
- c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

- d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.
- e) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
 - Sign in sheets (same as above)
 - Signed training certificates
- f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.

- g) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- h) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.
- i) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

- j) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- k) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

- a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

- a) ☐ **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

- b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME: _____
SUB-RECIPIENT: _____
DATE OF REPORT: _____

P. ____ of ____

[illegible]

Equipment Inventory Listing Procedures for Completion

OBJECTIVE:

To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

<u>Field</u>	<u>Date Element</u>	<u>Procedure</u>
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

Training Summary Sheet

Grant Name	_____
Jurisdiction Name:	_____
Training Provider:	_____
OHS Approved Course Title:	_____
Non-SLGCP Course Title & OHS Tracking No. (requires pre-approval thru OEM)	_____
Date of Course:	_____
Class/ Exercise Duration/Hours:	_____

[illegible]

Approved by: _____
Authorized Signature

Print Name and Title

[illegible]

Date _____

[illegible]

Date

8. Notes on Personnel Cost:

In general, costs associated with:

- ☐ Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- ☐ Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- ☐ Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- ☐ Vendor installation of a radio tower;
- ☐ Vendor training on new equipment purchased;
- ☐ Contractor hired to create an Emergency Operations Plan;
- ☐ Contractor hired to provide deliveries of ICS 400; and
- ☐ Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- ☐ Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- ☐ Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- ☐ Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- ☐ Contractor hired to be an intelligence analyst.

FMFW v1.15a - 2015

[illegible]

Work Order No. 9-25A
Subrecipient Monitoring Instrument

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County State Homeland Security Program
 Monitoring Reports for Fiscal Year 2020-21

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comment</u>
1.	Was a Single Audit completed for Grant Year 2018-19 and 2019-20?			
2.	If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30 th of the year following the audit?			
3.	Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4.	Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5.	Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6.	Did the Subrecipient implement the corrective action plan?			

B. TRAINING**Objective**

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7. For Projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

C. PLANNING**Objective**

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. PLANNING (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
	b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7.	For Projects with backfill expenditures for Planning:			
	a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
	b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
	c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8.	Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9.	Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10.	Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:			
	a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
	b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

D. EQUIPMENT**Objective**

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"?			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following:			
a) Description of Equipment,			
b) Serial number or other identification number,			
c) AEL number,			
d) Fund/source/grant year,			
e) Title holder,			
f) 100 percent of federal participation. If no, then identify percentage,			
g) Acquisition date,			
h) Acquisition cost,			
i) Quantity,			
j) Equipment location,			
k) Use and condition of Equipment,			
l) Disposal date and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7.	Was the Equipment physically inspected to ensure:			
	a. The Equipment existed and agreed to inventory listing?			
	b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8.	Did the Subrecipient maintain Equipment in a secure location?			
9.	For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10.	For Equipment disposal, if any:			
	a. Was the disposition consistent with federal regulations?			
	b. What is the status of the proceeds received from the disposal?			
11.	Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12.	Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13.	Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
	a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
	b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE**Objective**

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	Yes	No	<u>Comments</u>
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION**Objective**

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
6. For Projects with backfill expenditures for Organization:				
b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?				
c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?				
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?				
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?				
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:				
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.				
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.				

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Mark Hsu, Information Systems Manager
DATE: November 16, 2022
SUBJECT: Approval of Proposal from THE [RE]DESIGN GROUP for the Purchase of Citywide Replacement 164 Dell Computers and Monitors

SUMMARY

Staff computers are more than 7 years old. As part of our computer refresh strategy, computers that are at the end-of-useful-life are replaced with new computers and monitors when needed.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the proposal from THE [RE]DESIGN GROUP in the amount of \$199,294.27 and authorize the Chief Executive Officer to purchase 164 Dell Optiplex 7090 Ultra Computers & C2422HE Monitors
2. Authorize the Director of Finance to make the necessary budget adjustments.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The funds for this project budget were approved as part of the Fiscal Year 2021-22 Capital Improvement Program (CIP No. 22-004). Approved funds will come from the American Rescue Plan Act (ARPA) revenue loss category, account number 275-10-764-58110-51004 in the amount of \$199,294.27

BACKGROUND

Most of City current computers are more than 7 years old. The City Information Technology Division has a practice of maintaining for a lifespan of 5-6 years, based on industry standards and practical observation.

As a part of its information technology practices, the City IT typically upgrades and deploys hardware in a timeframe that keeps City equipment in a state of secure, reliable, and efficient performance. This practice helps to make sure that critical technology infrastructure is up to date with security-related improvements, functional product enhancements, and resilient to failure.

The total cost of this purchase is \$199,294.27 which includes 164 Dell Optiplex 7090 Ultra Computers and C2422HE Monitors. This proposal is including 3 years Advanced Exchange Service.

Pricing for this purchase is based on the NCPA (National Cooperative Purchasing Alliance) 01-42, contract number C000000978662. City Policy provides for an exemption from formal bidding procedures when participating in established governmental cooperative purchasing programs such as the NCPA agreement.

LEGAL REVIEW

None Required.

ALTERNATIVES

1. The City Council may choose not to purchase these new computers and keep using our current computers.
2. Provide staff with alternate direction.

ATTACHMENTS

1. Proposal and Detailed Quotes
2. DELL NCPA Agreement 01-42 contract number C000000978662

Project Proposal

City of Baldwin Park Client
Quote # 2078, Version 1



Prepared by

Pete Weil
Regional Sales Director
The [RE]DESIGN Group
pweil@redesign-group.com

Prepared for

Mark Hsu
It Department
City of Baldwin Park
mhsu@baldwinpark.com

[RE]DESIGN

The Future Belongs to the Curious



City of Baldwin Park | Client

Quote # 2078, Version 1

Delivered: November 9, 2022

Valid through: December 8, 2022



Prepared by

Pete Weil
The [RE]DESIGN Group
2629 Manhattan Ave, Suite 307
Hermosa Beach, CA 90254
pweil@redesign-group.com

Prepared for

Mark Hsu
It Department
City of Baldwin Park
mhsu@baldwinpark.com

(164) Optiplex 7090 Ultra & (164) C2422HE Monitors

Description		Price	Qty	Ext. Price
BUILD	(164) Dell C2422HE Monitors	\$53,590.28	1	\$53,590.28
	NCPA 01-42 Contract No: C000000978662			
	210-AYPJ		164	
	814-5380		164	
	814-5381		164	
BUILD	(164) Optiplex 7090 Ultra's with 3 Years ProSupport NBD	\$128,413.64	1	\$128,413.64
817-BBBN	NO RAID		164	
210-AXWV	OptiPlex 7090 Ultra XCTO		164	
338-BXTH	11th Generation Intel Core i7-1185G7 (4-Core, 12MB Cache, up to 4.8GHz, 28W, vPro capable)		164	
619-AQLP	Windows 11 Pro, English, French, Spanish		164	
658-BCSB	No Microsoft Office License Included		164	
370-AFWE	8GB (1x8GB) DDR4 Non-ECC Memory		164	
400-BGMM	M.2 256GB PCIe NVMe Class 35 Solid State Drive		164	

[RE]DESIGN

The Future Belongs to the Curious



(164) Optiplex 7090 Ultra & (164) C2422HE Monitors

Description		Price	Qty	Ext. Price
401-AANH	No Additional Hard Drive		164	
450-AKIG	90 Watt A/C Adapter		164	
470-AACI	US Power Cord		164	
555-BFQO	Qualcomm QCA61x4a 802.11ac dual band 2x2 + Bluetooth 5		164	
575-BBZU	Wireless Bracket for M.2		164	
555-BGHU	Wireless Driver, Qualcomm 2x2ac QCA61x4a		164	
452-BDRJ	OptiPlex Ultra Height Adjustable Stand (Pro2) for 19"-27" displays		164	
470-ACPC	DisplayPort to DisplayPort cable, 0.6m		164	
470-AENT	USB-C to USB-C cable, 0.6m		164	
470-AENU	USB-A to USB-B 3.0 cable, 0.6m		164	
580-AJGG	Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black		164	
570-AADI	Mouse included with Keyboard		164	
817-BBBC	Not selected in this configuration		164	
525-BBCL	SupportAssist		164	
640-BBLW	Dell(TM) Digital Delivery Cirrus Client		164	
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)		164	
658-BBRB	Waves Maxx Audio		164	
658-BEOK	Dell SupportAssist OS Recovery Tool		164	
658-BEQP	Dell Optimizer		164	
658-BFDQ	Windows PKID Label		164	
620-AALW	OS-Windows Media Not Included		164	

[RE]DESIGN

The Future Belongs to the Curious



(164) Optiplex 7090 Ultra & (164) C2422HE Monitors

Description		Price	Qty	Ext. Price
387-BBLW	ENERGY STAR Qualified		164	
340-AGIK	SERI Guide (ENG/FR/Multi)		164	
379-BEGO	Dell Watchdog Timer		164	
340-CUCN	OptiPlex 7090 Ultra Quick Start Guide		164	
332-1286	US Order		164	
389-BCGW	No UPC Label		164	
329-BBJL	Trusted Platform Module (Discrete TPM Enabled)		164	
328-BDWT	Direct Ship from FSJ		164	
340-CUPX	Shipping Material for Ultra and Pro2 and		164	
389-BBUU	Shipping Label		164	
389-DYES	Regulatory label, for FSJ Orders with 90W adapter		164	
575-BBZV	Bracket for NO 2.5 inch Hard Drive Disk		164	
389-DXUV	11th Gen Intel Core i7 label non-vPro		164	
800-BBIO	Desktop BTO Standard shipment		164	
650-AAAM	No Anti-Virus Software		164	
817-BBBB	Custom Configuration		164	
340-CKSZ	No AutoPilot		164	
631-ACTU	No Out-of-Band Systems Management		164	
379-BDZB	EPEAT 2018 Registered (Gold)		164	
429-ABGY	No External ODD		164	
812-3886	Dell Limited Hardware Warranty Plus Service		164	



(164) Optiplex 7090 Ultra & (164) C2422HE Monitors

Description		Price	Qty	Ext. Price
812-3894	ProSupport: 7x24 Technical Support, 3 Years		164	
812-3908	ProSupport: Next Business Day Onsite 3 Years		164	
989-3449	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport		164	
822-3177	Partner Success Program Management		164	
			Subtotal:	\$182,003.92

[RE]DESIGN

The Future Belongs to the Curious



City of Baldwin Park | Client

Quote # 2078, Version 1

Delivered: November 9, 2022
Valid through: December 8, 2022

Quote Summary

Description	Amount
(164) Optiplex 7090 Ultra & (164) C2422HE Monitors	\$182,003.92
Subtotal:	\$182,003.92
Estimated Tax:	\$17,290.35
Total:	\$199,294.27

Acceptance of this Quote is binding and the above item(s) will be purchased in reliance thereon. All sales are final. After orders are placed, a final invoice will be provided that shall include all applicable taxes, shipping charges, and payment terms not included herein. Any invoice amounts not timely paid will be subject to a daily interest charge, at the prorated amount of 1.5% per month, or at the highest interest rate allowable under California law. By signing below, the above-named Company, acting under due and proper authority, hereby agrees that this Quote constitutes a binding Agreement with The [RE]DESIGN Group.

The [RE]DESIGN Group

City of Baldwin Park

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____



**Reseller Authorization Agreement for
National Cooperative Purchasing Alliance Contract 01-42
(Prime Contractor: Dell Marketing L.P.)**

Between

[re]DESIGN (“Reseller”) 2629 Manhattan Ave #307 Hermosa Beach, CA 90254	and	National Cooperative Purchasing Alliance (“NCPA”) PO Box 701273 Houston, TX 77270
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1. Introduction

This Reseller Authorization Agreement (“**Agreement**”) is made by and between the National Cooperative Purchasing Alliance (“NCPA”) and the reseller identified above (“**Reseller**”). Upon the execution of this Agreement by both parties (the “**Effective Date**”), NCPA and Reseller (each a “**Party**,” and collectively, the “**Parties**”) establish binding terms under which Reseller may sell certain products and services for NCPA customers under the terms and conditions of NCPA Contract Number 01-42 (“**the Contract**”) which has been executed between NCPA and Dell Marketing, L.P. (“**Dell**”).

2. Term

This Agreement shall be coterminous to the NCPA contract unless either Party terminates the Agreement earlier for any reason as outlined in Section 3. Should the NCPA contract be suspended or terminated during the term of this Agreement, authorization to resell under the contract will also be terminated on the same date as the termination of the NCPA contract.

3. Termination

3.1 Thirty Day No Cause Termination. Either Party may terminate this Agreement in such Party’s sole discretion, with or without cause, upon at least thirty (30) days prior written notice to the other Party.

3.2 Termination for Cause. NCPA may at its option, and upon written notice to Reseller, immediately terminate this Agreement if: (i) a material violation or breach of this Agreement or the Contract by Reseller is not remedied within ten (10) days after Reseller’s receipt of written notice of the violation or breach; (ii) Reseller admits in writing its inability to pay its debts generally as they become due, files a petition for bankruptcy or executes an assignment for the benefit of creditors or similar document; (iii) a receiver, trustee in bankruptcy or similar officer is appointed for Reseller’s property; or (iv) a majority interest of the equity or assets of Reseller is transferred to an unrelated third party or this Agreement is assigned by Reseller without NCPA’s prior written consent.

3.3 Termination of Reseller by Dell. NCPA’s authorization to allow Reseller to sell under the Contract is contingent on Dell’s continued authorization of Reseller to act as an authorized reseller for Dell under the Contract. Should NCPA become aware that Dell has decided to



terminate its authorization for Reseller to sell under the Contract, this Agreement shall terminate on the day NCPA receives such notice from Dell. NCPA agrees to inform Reseller in writing upon NCPA's becoming aware of Dell having taken such an action.

- 3.4 Effect of Termination.** Upon any termination of this Agreement, the provisions of this Agreement shall continue to apply to all orders accepted by Reseller prior to the effective date of such termination. Termination shall not exclude other remedies for failure of Reseller to perform its obligations. Upon termination of this Agreement, the rights and obligations of the Parties that are executory shall survive any termination or expiration of this Agreement.

4. Terms and Conditions

All sales by Reseller under this Agreement shall be in accordance with the terms and conditions of the Contract as presented in the following link: <http://ncpa.us/Vendors/Dell>.

5. Pricing

Reseller agrees to charge eligible end user customers no more than the ceiling rates set forth in the Contract. Reseller can, however, offer lower pricing than the ceiling rates to eligible customers of the Contract. Reseller agrees to repay the NCPA or the end user customer any overcharges paid to Reseller by end user customers using the Contract as a purchase vehicle.

6. Reporting, Audit, and Fee Payment

- 6.1 Audit.** Reseller shall maintain an accounting of all purchases made by end user customers under the contract. Audit provisions in the Contract shall apply to Reseller.

- 6.2 Reporting.** Reseller shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales by Reseller under the contract for the previous quarter. Reports shall be sent via email to NCPA offices at reporting@ncpa.us with a copy to Xavier_Lasso@Dell.com & Jenne_T@Dell.com or other point of contact as designed by NCPA. Reports and payments are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the Reseller to collect and compile all sales by the Reseller under the contract to participating members and submit one (1) report. The report shall include at least the following information as listed in the reporting example below:

Vendor Name

NCPA Report

Month or Quarter

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____



- 6.3 Fees.** Reseller shall pay to NCPA a quarterly administrative fee based upon the total purchase price paid to Reseller by end user customers for purchases of products and services from Reseller, net of any shipping costs, taxes, returns, credits, or adjustments pursuant to the Master Agreement based upon tiered fee schedule below.

<u>ANNUAL SALES THROUGH CONTRACT</u>	<u>ADMINISTRATIVE FEE</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

7. Posting of Reseller Contract Information

Reseller agrees to provide information as requested by NCPA to allow the notification potential purchasers using the Contract that Reseller has been authorized as a Dell reseller, including but not limited to, point of contacts for sales, website links, email addresses, etc. Reseller agrees to keep such information updated and current throughout the contract's term.

8. Notice

Any notice given under this Agreement must be in writing and will be effective when delivered to the other Party at the address set forth below for that Party. Notice addresses may only be changed in writing by the Parties by following the notice provisions of this Section. The Parties hereby appoint liaisons for notice and communication purposes under this Agreement as identified below:

1
NCPA: Matthew Mackel
 Director, Business Development
 P.O. Box 701273
 Houston, Texas 77270

Reseller: Phil Sanginario
 CEO
 2629 Manhattan Ave #307
 Hermosa Beach, CA 90254



This Agreement has been executed on behalf of the Parties by their duly authorized representatives, to be effective as of the Effective Date.

AGREED:**Reseller**

DocuSigned by:
Phil Sanginario
86C2F6D2D0DE4A6...

By	_____
Name	Phil Sanginario
Title	President
Date	6/20/2022

National Cooperative Purchasing Alliance

By	_____
Name	_____
Title	_____
Date	_____



STAFF REPORT

TO: Honorable Mayor and City Councilmembers
FROM: Ron Garcia, Director of Community Development
PREPARED BY: Long T. Tang, PE, Building Official

DATE: November 16, 2022

SUBJECT: Public Hearing and Adoption/Second Reading of Ordinance No. 1471 Adopting the 2022 California Building Code, 2022 California Residential Code with Appendices I and K, 2022 California Existing Building Code, 2022 California Mechanical Code, 2022 California Plumbing Code, 2022 California Electrical Code, 2022 California Green Building Standards Code, 2022 California Energy Code, 2022 California Historical Code, 2022 California Reference Standards Code, 2022 California Fire Code, and 2023 Los Angeles County Fire Code

SUMMARY

The Community Development Department requests the City Council conduct a public hearing and adopt/second reading of Ordinance No. 1471 amending Chapter 150 of Title XV of the Baldwin Park Municipal Code adopting the 2022 Edition of the California Building Code, California Residential Code with Appendices I And K, California Existing Building Code California Mechanical Code, California Plumbing Code, California Electrical Code, California Green Building Standards Code, California Energy Code, California Historical Code, California Reference Standards Code, California Fire Code, and Los Angeles County Fire Code; hereby collectively referred to as the 2022 California Codes.

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

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

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

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

RECOMMENDATION

It is recommended the City Council:

1. Conduct a Public Hearing
2. Close Public Hearing & Find that the adoption of this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) because it has no potential for resulting in a physical change to the environment, pursuant to Section 15308 of the CEQA Guidelines-Actions by Regulatory Agencies for Protection of the Environment.
3. Adopt (Second Reading) Ordinance No. 1471 entitled:

" AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, Amending CHAPTER 150 OF TITLE XV AND ADDING NEW SECTIONS TO CHAPTER 150 TO TITLE XV OF THE BALDWIN PARK MUNICIPAL CODE, ADOPTING BY REFERENCE, TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS, SPECIFICALLY ADOPTING THE 2022 CALIFORNIA BUILDING CODE, 2022 CALIFORNIA RESIDENTIAL CODE WITH APPENDICES I AND K, 2022 CALIFORNIA EXISTING BUILDING CODE , 2022 CALIFORNIA MECHANICAL CODE, 2022 CALIFORNIA PLUMBING CODE, 2022 CALIFORNIA ELECTRICAL CODE, 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 CALIFORNIA ENERGY CODE, 2022 CALIFORNIA HISTORICAL CODE, 2022 CALIFORNIA REFERENCE STANDARDS CODE, 2022 CALIFORNIA FIRE CODE AND 2023 LOS ANGELES COUNTY FIRE CODE, INCLUDING ALL APPENDICES, AS MANDATED BY CALIFORNIA HEALTH AND SAFETY CODE SECTION 18938."

FISCAL IMPACT

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

CEQA

The adoption of this ordinance is not a project under the requirements of the California Environmental Quality Act, because it has no potential for resulting in a physical change to the environment. This Ordinance is exempt pursuant to Section 15308 of the CEQA Guidelines-Actions by Regulatory Agencies for Protection of the Environment, because it is a regulatory action taken by local ordinance to assure the maintenance, restoration, enhancement, or protection of the environment.

BACKGROUND

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

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

LEGAL REVIEW

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

ALTERNATIVES

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

ATTACHMENTS

1. Ordinance No. 1471

ORDINANCE NO. 1471

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, AMENDING CHAPTER 150 OF TITLE XV AND ADDING NEW SECTIONS TO CHAPTER 150 TO TITLE XV OF THE BALDWIN PARK MUNICIPAL CODE, ADOPTING BY REFERENCE, TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS, SPECIFICALLY ADOPTING THE 2022 CALIFORNIA BUILDING CODE, 2022 CALIFORNIA RESIDENTIAL CODE WITH APPENDICES I AND K, 2022 CALIFORNIA EXISTING BUILDING CODE , 2022 CALIFORNIA MECHANICAL CODE, 2022 CALIFORNIA PLUMBING CODE, 2022 CALIFORNIA ELECTRICAL CODE, 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 CALIFORNIA ENERGY CODE, 2022 CALIFORNIA HISTORICAL CODE, 2022 CALIFORNIA REFERENCE STANDARDS CODE, 2022 CALIFORNIA FIRE CODE AND 2023 LOS ANGELES COUNTY FIRE CODE, INCLUDING ALL APPENDICES, AS MANDATED BY CALIFORNIA HEALTH AND SAFETY CODE SECTION 18938.

WHEREAS, the City Council has determined enforcement of the most current editions of the California Building Standards Code with local amendments thereof, as recited herein as certain minimum standards are necessary for the protection of the public health, safety and welfare of citizens of Baldwin Park; and,

WHEREAS, the adoption of the State Building Codes in their most current editions is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15308 of the State CEQA Guidelines; and

WHEREAS, pursuant to Health and Safety Code Sections 17958.5 and 17958.7 a City may make such modifications in the requirements of the regulations, adopted pursuant to Health and Safety Code Section 17922, as it determines to be reasonably necessary because of local climatic, geological or topographic conditions.

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

SECTION 1. The City Council hereby amends in their entirety Parts 1 through 19 of Chapter 150 of Title 15 of the Baldwin Park Municipal Code, to read as set forth in ***Exhibit A*** hereto, which is incorporated herein by this reference.

SECTION 2. The City Council hereby finds and determines that all the amendments, deletions, and additions to the forgoing California Building Standards Code and other codes are necessary due to the following:

Climatic - The City of Baldwin Park experiences periods of high temperatures accompanied by low humidity and high winds each year. The City also experiences periods of intense rainfall, which creates the need for special drainage precautions.

Local Geological Conditions – The City of Baldwin Park is located in the greater Los Angeles/Long Beach region which is a densely populated area having buildings constructed over

and near a vast array of fault systems capable of producing major earthquakes. These amendments are required to safeguards human lives and ensure the structural integrity buildings and structures in event of a major seismic event.

Local Geological, Climatic, Topographic Conditions – The City of Baldwin Park is also located adjacent to mountainous areas subject to high winds and fires. These amendments are required to address and clarify special needs to reduce fire hazard at the time of any disaster, natural or manmade, and the reduce hazards resulting from landslides and excessive erosion.

SECTION 3. The City of Baldwin Park further finds that such amendments, deletions, and additions are necessary to best serve the public health and welfare. The City Council further determines that the administrative provisions set forth in the State Building Codes are not mandated by law, and that appropriate administrative provisions should be tailored to the needs of the City.

SECTION 4. This ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

SECTION 5. The City Clerk shall cause this ordinance to be published and/or posted in accordance with state law and shall certify to the adoption of this ordinance and shall place this ordinance in the original book of ordinances on file in the City Clerk's Office.

PASSED AND APPROVED on the _____.

EMMANUEL J. ESTRADA
MAYOR

ATTEST:

MARLEN GARCIA,
CITY CLERK

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK

} ss.

I, MARLEN GARCIA, City Clerk, of the City of Baldwin Park, do hereby certify that the foregoing Ordinance No. 1471 was introduced at a regular meeting of the City Council held on November 16, 2022, and was adopted by the City Council at its regular meeting held on _____, by the following vote of the Council:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MARLEN GARCIA
CITY CLERK

EXHIBIT A

Style Definition: Heading 2

GENERAL PROVISIONS

Part 1. ADMINISTRATIVE PROVISIONS

§ 150.001 TITLE.

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

§ 150.002 PURPOSE.

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

§ 150.003 SCOPE.

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

§ 150.004 AUTHORITY.

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

§ 150.005 APPLICABILITY AND COMPLIANCE WITH CODE PROVISIONS REQUIRED.

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

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

(C) Exception. Public projects located in the public way and not subject to the city land use regulations; public utility towers and poles; mechanical equipment not specifically regulated

by this code; floor control structures; buildings and structures owned and constructed by a Federal, state or other agency which authority pre-empts that of city government.

§ 150.006 ADMINISTRATION.

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

§ 150.007 CREATION OF DIVISION OF BUILDING AND SAFETY.

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

§ 150.008 DEPUTIES.

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

§ 150.009 POWERS AND DUTIES OF THE BUILDING OFFICIAL.

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

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

(C) Right-of-entry.

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

(a) When necessary to make an inspection to enforce any of the provisions of this chapter and the technical codes; or

(b) When the Building Official has reasonable cause to believe that there exists in any building or upon a premises a condition which is contrary to or in violation of this chapter which makes the building or premises unsafe, dangerous or hazardous.

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

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

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

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

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

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

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

(G) Authority to condemn building service equipment.

- (1) When the Building Official ascertains that building service equipment regulated in the technical codes has become hazardous to life, health or property, or has become unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, as appropriate.
- (2) The written notice itself shall fix a time limit for compliance with such order. Defective building service equipment shall not be maintained after receiving such notice.
- (3) When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner and occupant of such building, structure or premises.
- (4) When any building service equipment is maintained in violation of the technical codes and in violation of a notice issued pursuant to the provisions of this chapter, the Building Official shall institute appropriate action to prevent, restrain, correct or abate the violation.

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

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

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

performed by the Building Official, deputy, technical officer, inspector or employee in the enforcement of the provisions of such codes or other pertinent laws or ordinances implemented through the enforcement of this code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom, shall be assumed by the jurisdiction.

(K) Conflicting provisions.

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

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

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

(M) Modifications.

- (1) Whenever there are practical difficulties involved in carrying out the provisions of the technical codes, the Building Official may grant modifications for individual cases.
- (2) The Building Official shall first find that:
 - (a) A special individual reason makes the strict letter of the technical code impractical;
 - (b) The modification is in conformity with the intent and purpose of the technical code, and
 - (c) Such modification does not lessen health, life safety and fire safety requirements or any degree of structural integrity.
- (3) The details of actions granting modifications shall be recorded and entered in the records.
- (4) The Building Official may require the applicant to arrange for the proposed modification to be reviewed by an outside agency designated by the Building Official at the applicant's expense.

(N) Tests and research reports.

- (1) Whenever there is insufficient evidence for determining compliance with the provisions of the technical codes or evidence that materials or construction do not conform to the requirements of the technical codes, the Building Official may require tests as evidence of compliance to be made at the applicant's expense.
- (2) Test methods shall be as specified by the technical codes or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall determine test procedures.
- (3) Tests shall be made by an approved agency.
- (4) Reports of such tests shall be entered in the records.
- (5) The Building Official may require the applicant to arrange for the test procedures, methodology, results, reports, etc. to be reviewed and evaluated by an outside agency designated by the Building Official at the applicant's expense.

§ 150.010 APPLICABILITY.

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

§ 150.011 BOARD OF APPEALS.

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

(B) Appeal.

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

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

§ 150.012 PARTIAL INVALIDITY.

If any ~~section~~Section, ~~subsection~~Section, sentence, clause or phrase of this code or the application thereof to any person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not effect the validity of the remaining portions of this code or the application of such provision to other persons or circumstances.
(Ord. 1361, passed 12-18-13; Am. Ord. 1396, passed 2-1-17)

Part 2. DEFINITIONS

§ 150.020 DEFINITIONS.

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

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

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

APPROVED. Approved, as to materials, types of construction, equipment and systems, refers to approval by the Building Official as the result of investigation and tests conducted by the Building Official, or by reason of accepted principles or tests by recognized authorities, technical or scientific organizations.

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

BUILDING CODE. The Baldwin Park Building Code.

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

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

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

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

ELECTRICAL CODE. The Baldwin Park Electrical Code.

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

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

JURISDICTION. The City of Baldwin Park.

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

MECHANICAL CODE. Baldwin Park Mechanical Code.

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

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

PLUMBING CODE. The Baldwin Park Plumbing Code.

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

SHALL. As used in this code is mandatory.

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

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

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

Part 3. ORGANIZATION AND ENFORCEMENT

§ 150.030 ABATEMENT ORDERS.

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

§ 150.031 ABATEMENT PROCEDURES.

(A) The Building Official shall inspect or cause to be inspected a building, structure where reasonable suspicion exists that said building or structure may be substandard, unsafe or used in violation of this code, state health and safety code, state housing regulations, or any of the

codes adopted by reference herein. If after inspecting the building or structure, the Building Official determines that said building or structure is unsafe, substandard or being used in violation of this code, state health and safety code, state housing law, or any of the codes adopted by reference herein, the Building Official shall give a written notice and order to the owner, tenant or user of the building or property pursuant to the provisions of the state health and safety code, state housing law and this code. If the Building Official finds that certain electrical, plumbing, mechanical, excavation or structural systems pose an immediate hazard to life and property, the Building Official may order such systems disconnected, removed or abated immediately.

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

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

§ 150.032 COST OF ABATEMENT OR COMPLIANCE.

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

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

§ 150.033 NOTICE OF NON-COMPLIANCE.

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

of such action. The notice of non-compliance shall describe the property, shall set forth the non-complying conditions and shall state that the owner of such property has been duly notified. The Building Official shall record a notice of release of the notice of non-compliance with the County Recorder when it has been determined by the Building Official that the non-complying conditions have been corrected.

§ 150.034 PUBLIC NUISANCE.

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

§ 150.035 ACTIONS, VIOLATIONS AND PENALTIES.

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

Part 4. EXISTING BUILDINGS AND BUILDING SERVICE EQUIPMENT

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

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

§ 150.041 GENERAL.

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

§ 150.042 ADDITIONS, ALTERATIONS OR REPAIRS.

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

§ 150.043 ADDITIONS, ALTERATIONS OR REPAIRS: UNSAFE CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

§ 150.047 EXISTING BUILDING SERVICE EQUIPMENT INSTALLATIONS.

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

§ 150.048 EXISTING OCCUPANCY.

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

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

§ 150.049 MAINTENANCE.

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

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

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

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

§ 150.050 MOVED BUILDINGS.

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

§ 150.051 TEMPORARY STRUCTURES.

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

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

§ 150.052 HISTORIC BUILDINGS.

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

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

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

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

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

Part 5. PERMITS

§ 150.060 PERMITS REQUIRED.

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Except as specified in this part, no building, structure or building service equipment regulated by this chapter and the technical codes shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate, appropriate permit for each building, structure or building service equipment has first been obtained from the Building Official.

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§ 150.061 WORK EXEMPT FROM PERMIT.

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

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

§ 150.062 BUILDING PERMIT EXEMPTIONS.

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

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

- (10) Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- (11) Swings and other playground equipment accessory to detached one- and two-family dwellings.
- (12) Window awnings supported by an exterior wall of detached one- and two-family dwellings, and Group U Occupancies when projecting not more than 54 inches (1,372 mm) and do not require additional support.
- (13) Prefabricated swimming pools accessory to a detached one- and two-family dwellings. Occupancy in which the pool walls are entirely above the adjacent grade and if the capacity does not exceed 5,000 gallons (18,925 liters), and less than 24 inches (610 mm) deep.
- (14) Replacement, repair or overlay of less than 10% of an existing roof within any 12 month period.
- (15) Nonfixed and movable fixtures, cases, racks, counters and partitions not over five feet nine inches (1,753 mm) in height.

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

§ 150.063 PLUMBING PERMIT EXEMPTIONS.

A plumbing permit shall not be required for the following:

- (A) The stopping of leaks in drains, soil, waste or vent pipe, provided, however, that should any concealed trap, drainpipe, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspection made as provided in this chapter.
- (B) The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, including the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

§ 150.064 MECHANICAL PERMIT EXEMPTIONS.

A mechanical permit shall not be required for the following:

- (A) A portable heating appliance;
- (B) Portable ventilating equipment;
- (C) A portable cooling unit;

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

§ 150.065 ELECTRICAL PERMIT EXEMPTIONS.

An electrical permit shall not be required for the following:

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

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

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

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Part 6. APPLICATION REQUIREMENTS

§ 150.071 APPLICATION FOR PERMIT.

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

(B) Every such application shall:

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

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

§ 150.072 SUBMITTAL DOCUMENTS.

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

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

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

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

§ 150.073 INFORMATION ON PLANS AND SPECIFICATIONS.

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

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

§ 150.074 ARCHITECT OR ENGINEER OF RECORD.

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

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

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

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

§ 150.075 DEFERRED SUBMITTALS.

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

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

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

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

§ 150.076 INSPECTION AND OBSERVATION PROGRAM.

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

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

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

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

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

§ 150.077 EXPIRATION OF APPLICATION FOR PERMIT.

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

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

- (2) No pertinent laws or ordinances have been amended subsequent to the date the original application was filed;
- (3) The time allowed to obtain the permit does not exceed one year and one month from the date the original application was filed; and
- (4) Circumstances beyond the control of the applicant have prevented action from being taken.

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

Part 7. PERMIT ISSUANCE

§ 150.080 PERMIT ISSUANCE.

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

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

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

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

§ 150.081 PERMITS FOR PARTIAL CONSTRUCTION.

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

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

§ 150.082 RETENTION OF PLANS.

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

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

§ 150.083 VALIDITY OF PERMIT.

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

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

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

§ 150.084 PERMIT EXPIRATION.

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

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

- (1) Failure to start construction. If the building or work authorized by such permit is not commenced within ~~180 days~~12 months from the date of such permit is issued;
- (2) Cessation of work. If the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days or more;
- (3) Time to complete. In addition to divisions (1) and (2) above, every permit issued under the provisions of this chapter expires by limitation and becomes null and void when the time allowed to complete all work authorized by the permit exceeds the following time periods based on valuation:

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

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

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

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

§ 150.085 PERMIT TIME EXTENSIONS.

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

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

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

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

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

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

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

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

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

§ 150.086 PERMIT RENEWALS.

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

§ 150.087 PERMIT SUSPENSION OR REVOCATION.

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

§ 150.088 PERMIT DENIAL.

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

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

Part 8. FEES

§ 150.100 FEES ESTABLISHED BY CITY COUNCIL RESOLUTION.

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

§ 150.101 PLAN REVIEW FEES.

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

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

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

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

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

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

§ 150.102 INVESTIGATION FEES FOR WORK WITHOUT A PERMIT.

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

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

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

§ 150.103 FEE REFUNDS.

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

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

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

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

§ 150.104 FEE EXCEPTIONS.

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

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

Part 9. INSPECTIONS

§ 150.110 GENERAL PROVISIONS.

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

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

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

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

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

§ 150.111 INSPECTION RECORD CARD.

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

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

§ 150.112 INSPECTION REQUESTS.

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

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

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

§ 150.113 APPROVAL REQUIRED.

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

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

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

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

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

§ 150.114 PRELIMINARY INSPECTION.

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

§ 150.115 REQUIRED BUILDING INSPECTIONS.

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

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

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

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

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

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

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

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

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

§ 150.116 REQUIRED BUILDING SERVICE EQUIPMENT INSPECTIONS.

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

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

§ 150.117 OTHER INSPECTIONS.

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

§ 150.118 RE-INSPECTIONS.

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

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

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

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

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

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

§ 150.119 SPECIAL INSPECTIONS.

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

§ 150.120 CONTRACTOR'S RESPONSIBILITY.

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

§ 150.121 STRUCTURAL OBSERVATION.

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

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§ 150.122 CONNECTION TO UTILITIES.

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

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

Part 10. CERTIFICATE OF OCCUPANCY

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§ 150.130 USE OR OCCUPANCY.

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

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

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

§ 150.131 CHANGE IN USE.

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

§ 150.132 ISSUANCE OF CERTIFICATE OF OCCUPANCY.

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

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

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

§ 150.133 TEMPORARY CERTIFICATE OF OCCUPANCY.

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

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

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

§ 150.134 POSTING.

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

§ 150.135 REVOCATION.

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

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

§ 150.140 ADOPTION.

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

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

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

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

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

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

Additional requirement for residential:

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

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

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

~~Additional requirement for non-residential~~

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

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

§ 150.141 LOCAL AMENDMENTS.

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

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

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

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

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

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

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

Section 1510.1512.1.1. Re-roofing

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

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

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

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

1510.3.31512.2.2. Reroofing overlays allowed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CBC SECTION Section 3109.1.2 SECTION 3109.4.1 BARRIER HEIGHT AND CLEARANCES.

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

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

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

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

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

Section Section R105.2.1. Accessory Storage Sheds on Residential Properties.

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

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

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

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

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

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

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

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

§ 150.142 SAFETY ASSESSMENT PLACARDS.

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

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SAFETY ASSESSMENT PLACARDS

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

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

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

(D) Placards.

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

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

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

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

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

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

§ 150.143 APPENDIX J: GRADING.

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

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

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

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

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

Part 12. ADOPTION AND AMENDMENTS OF THE CALIFORNIA ELECTRICAL CODE

§ 150.150 ADOPTION.

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

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

§ 150.151 SPECIAL EVENTS.

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

§ 150.152 TEMPORARY WIRING.

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

§ 150.153 CONDITIONAL ELECTRICAL SERVICE CONNECTION.

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

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

§ 150.154 LOCAL AMENDMENTS.

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

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

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

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Part 13. ADOPTION OF THE CALIFORNIA MECHANICAL CODE

§ 150.160 ADOPTION.

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

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

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Part 14. ADOPTION OF THE CALIFORNIA PLUMBING CODE

§ 150.170 ADOPTION.

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

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

Part 15. ADOPTION OF THE CALIFORNIA ENERGY CODE

§ 150.180 ADOPTION.

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

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

Part 16. ADOPTION OF THE CALIFORNIA ELEVATOR SAFETY CONSTRUCTION CODE

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

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

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

Part 17. ADOPTION OF THE CALIFORNIA HISTORICAL BUILDING CODE

§ 150.200 ADOPTION.

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

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

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

§ 150.210 ADOPTION.

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

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

Part 19. ADOPTION OF THE CALIFORNIA REFERENCED STANDARDS CODE

§ 150.220 ADOPTION.

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

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

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

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§ 150.225 ADOPTION

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

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

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HOUSE MOVING

§ 150.230 DEFINITIONS.

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

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

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

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

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

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

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

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§ 150.231 PERMITS.

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

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

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

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

§ 150.232 INVESTIGATION OF APPLICATION.

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

§ 150.233 APPEAL TO COUNCIL.

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

§ 150.234 EXCEPTION.

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

§ 150.235 INSURANCE REQUIRED.

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

§ 150.236 CONDITIONS OF APPROVAL.

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

§ 150.237 BUILDING RELOCATION.

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

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

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

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

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

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

§ 150.238 EXCEPTION.

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

VACANT AND ABANDONED PROPERTY REGISTRATION

§ 150.250 PURPOSE; SCOPE.

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

§ 150.251 DEFINITIONS.

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

ABANDONED. A property that is:

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

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

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

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

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

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

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

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

DAYS. Consecutive calendar days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 150.253 REGISTRATION.

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

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

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

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

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

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

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

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

§ 150.254 INSPECTION AND REGISTRATION OF PREVIOUSLY ABANDONED PROPERTIES.

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

§ 150.255 MAINTENANCE REQUIREMENTS.

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

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

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

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

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

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

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

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

§ 150.256 SECURITY REQUIREMENTS.

Responsible persons, including beneficiaries/ trustees, shall secure properties subject to inspection and/or registration pursuant to this subchapter, in a manner to prevent access by unauthorized persons, including but not limited to the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a child to access the interior of the property and or structure(s). In the case of broken windows securing means the re-glazing or boarding of the window. Responsible persons shall do the following:

(A) If the responsible person is a corporation and/or out-of-area beneficiary/trustee/owner, a local property manager shall be hired to perform weekly inspections to verify that the requirements of this subchapter, and any other applicable laws, are being met.

(B) The property shall be posted with the name and 24-hour contact phone number of the local property manager. The posting shall be no less than 18 inches by 24 inches and shall be of a font that is legible from a distance of 45 feet and shall contain, along with the name and 24-hour contact number, the words "THIS PROPERTY MANAGED BY", "TO REPORT PROBLEMS OR CONCERNS CALL (name and phone number)" and "IF NO RESPONSE WITHIN 48 HOURS, CONTACT CODE ENFORCEMENT AT (626) 813-5238." The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street, or secured to the exterior of the building/ structure facing the street to the front of the property so it is visible from the street or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of and printed with weather-resistant materials.

(C) The responsible person or local property manager shall inspect the property on a weekly basis to determine if the property is in compliance with the requirements of this subchapter.

§ 150.257 ADDITIONAL AUTHORITY.

In addition to the enforcement remedies established in Chapters 10, 15 and 95 of this Code, the Planner Manager, her or his designee, shall have the authority to require the responsible person of any property affected by this ~~section~~Section to implement additional maintenance and security measures, including, but not limited to, securing each door, window or other opening, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard, disconnecting utilities and removing the meter boxes, or other measures

as may be reasonably required to arrest the decline of the property and prevent unauthorized entry.

§ 150.258 ENFORCEMENT.

Violations of this subchapter may be enforced as allowed in Chapters 10, 15 and 95 of this Code or any combination thereof.

§ 150.259 VIOLATION; PENALTY.

Violations of this subchapter shall be treated as a strict liability offense regardless of intent. Any person, firm or corporation that violates any portion of this subchapter shall be subject to prosecution and administrative enforcement as provided in Chapters 10 and 15 of this Code and subject to the penalties set forth therein. It shall constitute a new and separate offense for each and every day during any portion of which a violation of, or failure to comply with, any provision or requirement of this subchapter is committed, continued, or permitted by any person, and such person shall be punished accordingly.

§ 150.260 FEES.

The fee for registering an abandoned residential property shall be set by resolution of the City Council.

§ 150.261 APPEALS.

Any person aggrieved by any of the requirements of this subchapter may appeal insofar as such appeal is allowed in Chapter 15 or 95 of this Code.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Enrique C. Zaldivar, Chief Executive Officer
Rose Tam, Finance Director
DATE: November 16, 2022
SUBJECT: Adopt Resolution No. 2022-062 Appointing Best Best & Krieger, LLP (BBK) as the City's Permanent City Attorney and Approving a Legal Services Agreement for Legal Services

SUMMARY

In appointing BBK as the Interim City Attorney, the City Council directed the Chief Executive Officer (CEO) to present for City Council consideration the appointment of BBK as the Permanent City Attorney and negotiation of a legal services agreement.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. 2022-062 Appointing Best Best & Krieger as the City's Permanent City Attorney, effective as of the date of the execution of the Agreement; and
2. Approve the Agreement between the City of Baldwin Park and Best Best and Krieger for Permanent City Attorney Legal Services and the rates contained therein; and
3. Authorize the Mayor to execute the Agreement; and
4. Declare the Agreement for Interim City Attorney Legal Services between the City of Baldwin Park and Best Best and Krieger null and void upon the execution of the Permanent Agreement.

FISCAL IMPACT

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

BACKGROUND

Following the acceptance by the City Council of the resignation and withdrawal as City Attorney of the Robert Tafoya Law Group, BBK quickly and very responsively stepped in as Acting City Attorney on an emergency basis, followed by the City Council's formal appointment at its meeting of November 2, 2022, of BBK as the City's Interim City Attorney. City Council further directed the CEO to negotiate terms with BBK for Permanent City Attorney Legal Services and to present it for City Council's consideration at its meeting of November 16, 2022.

DISCUSSION

Section 31.16 of the Baldwin Park Municipal Code provides that “[T]he City Council shall appoint a qualified person to position of City Attorney...” Having a reliable, effective, efficient, and trusted City Attorney is a fundamental and critical requisite for the City Council functioning as the legislative and governing body of the City; and it is essential for City Staff to have ready access to legal advice, analysis and guidance as they carry-out the city’s work. BBK has a well-established reputation for being responsive, forthright, very capable, removed from any political affiliations and resourced with a multiplicity of subject matter expert attorneys in-house that enable their staff city attorney to provide speedy yet thorough legal analysis in a most efficient and cost-effective way for the client.

Staff had had the opportunity to interact with BBK in a number of programs in their role as special counsel, specifically in the City’s decertification and decommissioning of its Baldwin Park Resident Owned Utility District (BPROUD) program, and in the many pre-elections cycle preparation activities. BBK attorneys were very responsive, knowledgeable, and thorough, yet very judicious, prudent, and conscientious with their use of billable time. This has been exactly the same experience for staff in dealing with BBK in their role as Acting and Interim City Attorney. We have full confidence that the same will remain true in their role as Permanent City Attorney.

Staff was able to negotiate a further discount on the applicable hourly rates from BBK in consideration of their potential designation and appointment as Permanent City Attorney. The Rates under the Permanent City Attorney Agreement are as follow:

Basic Legal Services

Attorneys: \$230 per hour (meeting coverage, office hours, travel time)

Paralegals/Clerks/Analysts: \$155 per hour

Other Basic Legal Services: \$265 per hour

Special Legal Services

Attorneys: \$330 per hour

Paralegals/Clerks/Analysts: \$165 per hour

For reference, the new legal services agreement proposes rates that are lower than the interim agreement rates by approximately \$15 per hour. For that reason, it would be in the City’s best interest to have the rates be applied retroactively to November 1st and BBK has agreed to do so.

Section 31.20 of the Baldwin Park Municipal Code requires that compensation paid to the City Attorney be memorialized in a Resolution. That Resolution is attached and the legal services agreement is an exhibit to the Resolution.

It is foreseeable that after a period of time of engagement under this agreement, that as a business engagement model based on a fixed amount monthly retainer and not on an hourly rate basis, may be best suitable for the City. Such provision is included in the Agreement to allow for both parties to negotiate the terms, as an option in the future.

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

ALTERNATIVES

City Council may choose not to approve this agreement.

LEGAL REVIEW

Counsel has reviewed for form only. No legal advice has been provided to prevent any conflict of interest.

ATTACHMENTS

1. Resolution No. 2022-062.
2. Agreement for Permanent City Attorney Services between the City of Baldwin Park and Best Best & Krieger, LLP.
3. List of Existing Legal Services Rate Proposals from Surrounding Cities.

RESOLUTION NO. 2022-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK APPOINTING BEST BEST & KRIEGER LLP AS CITY ATTORNEY OF THE CITY OF BALDWIN PARK AND APPROVING A LEGAL SERVICES AGREEMENT

WHEREAS, Best Best & Krieger LLP was appointed as Interim City Attorney by the City Council on October 26, 2022; and

WHEREAS, as part of that appointment, the City Council directed the Chief Executive Officer to review proposals for legal rates and negotiate a legal services agreement to for the appointment of BBK as the permanent City Attorney ; and

WHEREAS, Section 31.16 of the Baldwin Park Municipal Code provides that “[T]he City Council shall appoint a qualified person to the position of City Attorney...”; and

WHEREAS, BBBK, through its partner – Marco A. Martinez – (“BBK”) have the demonstrated qualifications and experience to serve as City Attorney of the City of Baldwin Park; and

WHEREAS, Section 31.20 of the Baldwin Park Municipal Code requires any compensation paid for the position of City Attorney shall be set forth in a resolution of the City Council; and

WHEREAS, all other legal prerequisites to the action have been satisfied.

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

SECTION 1: The recitals contained in this Resolution are true and correct and are hereby adopted as if fully set forth herein.

SECTION 2: The City Council of the City of Baldwin Park hereby:

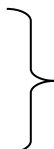
- A. Appoints BBK as the City’s Permanent City Attorney, effective as of the date of the execution of the agreement; and
- B. Approves the Legal Services Agreement between the City of Baldwin Park and Best Best and Krieger LLP for Permanent City Attorney Legal Services and the rates contained therein as shown on the attached Exhibit A; and
- C. Authorizes the Mayor to execute the Agreement; and
- D. Declare the Agreement for Interim City Attorney Legal Services between the City of Baldwin Park and Best Best and Krieger LLP null and void upon the execution of the Permanent agreement.

PASSED AND APPROVED this 16th day of November 2022.

EMMANUEL J. ESTRADA
MAYOR

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK



SS.

I, MARLEN GARCIA, City Clerk, of the City of Baldwin Park, do hereby certify that the foregoing Resolution No. 2022-062 was duly and regularly approved and adopted by the City Council of the City of Baldwin Park at a regular meeting thereof, held on the 16th day of November 2022 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MARLEN GARCIA
CITY CLERK

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

1. Parties and Date.

This Agreement for City Attorney Legal Services is made and entered into as of the 1st day of December, 2022, by and between the City of Baldwin Park, a California municipal corporation (“City”), and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”).

2. Recitals.

2.1 City appointed BB&K as Interim City Attorney on October 26, 2022.

2.2 City wishes to continue to engage the services of BB&K as its permanent City Attorney to perform all necessary legal services for the City on the terms set forth below. For purposes of this Agreement, the term “City” shall include all other entities where the City Council serves as the governing board and any other affiliated entities.

3. Terms.

3.1 Term. The term of this Agreement shall commence on November 17, 2022 and shall continue in full force and effect unless terminated in accordance with Section 3.12. However, the rates provided in this Agreement shall be retroactive to November 1, 2022. During the term of this Agreement, City and BBK shall review the services and rates provided to determine if any changes are required.

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

3.2.1 Preparation for, and attendance at, regular and special meetings of the City;

3.2.2 Provision of legal counsel at such other meetings as directed by the City, including the availability of once per week office hours as requested by the Chief Executive Officer;

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

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

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

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

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

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

3.3 Designated City Attorney. Marco A. Martinez shall be designated as City Attorney, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. Other attorneys may, from time to time, also provide services to the City as needed.

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

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

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

3.7 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit "A" and in accordance with the BB&K Billing Policies set forth in Exhibit "B", both of which are attached hereto and incorporated herein by reference. In addition, the City shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement, including travel time charged at Basic

Services rates. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a City. No separate charge shall be made by BB&K for secretarial or word processing services.

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

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

3.10 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A separate schedule containing BB&K's insurance policies will be available for inspection upon City's request.

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

3.12 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause in accordance with the City's Municipal Code and California law. In the event of such termination, BB&K shall be paid for all Services authorized by the City and performed up through and including the effective date of termination.

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

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

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

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

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

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

City: City of Baldwin Park
14403 Pacific Avenue
Baldwin Park, CA 91706
Attention: Chief Executive Officer

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

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

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

CITY OF BALDWIN PARK

By: _____ Date: _____
Emmanuel J. Estrada, Mayor

By: _____ Date: _____
Enrique C. Zaldivar, Chief Executive Officer

BEST BEST & KRIEGER LLP

By: _____ Date: _____
Marco A. Martinez
Partner

EXHIBIT “A”

Basic, Reduced, Special and Reimbursable Legal Service Rates

1. Basic Legal Services – Description and Rates. Basic Legal Services shall include all services provided to City that are not otherwise specifically identified below as either Enterprise Fund Legal Services, Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services. The City shall pay for Basic Legal Services at the following hourly rates:

Attorneys: \$230 per hour blended (For Meeting Coverage, Office Hours, Travel Time only)

Attorneys: \$265 per hour blended (For All Other Basic Legal Services)

Paralegals, Clerks & Analysts: \$155 per hour blended (For All Matters)

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

- 2.1 Litigation and formal administrative or other adjudicatory hearing matters
- 2.2 Labor relations and employment matters
- 2.3 Non-routine real estate matters (e.g. Development Agreements, Disposition & Development Agreements, CC&R's, deed or title work)
- 2.4 Land acquisition and disposal matters (including pre-condemnation)
- 2.5 Successor Agency and housing matters
- 2.6 Taxes, fees and charges matters (e.g. Prop. 218 & Mitigation Fee Act)
- 2.7 Public construction disputes
- 2.8 Non-routine contract negotiation matters (including non-BB&K model agreements and franchise agreements)
- 2.9 Non-routine land use and development matters (including general plan updates, Williamson Act issues, annexations and development agreements)
- 2.10 Environmental matters (e.g. CEQA, NEPA, endangered species)
- 2.11 Water law matters (e.g. water rights & quality)
- 2.12 Tax and ERISA related matters
- 2.13 Toxic substances matters (e.g. CERCLA, RCRA)

2.14 Complex public utility matters (e.g. electric, natural gas, telecommunications, water, rail or transit that involve state or federal regulatory issues)

2.15 Renewable energy and energy efficiency project contracts and power purchase agreements

2.16 Intergovernmental Relations and Advocacy efforts (e.g. legislative and regulatory representation) at the federal and state level.

2.17 Non-routine election law matters, including election law litigation.

2.18 PRA Policy drafting including reviewing, assessing, and updating records-related policies to reflect current legal standards and best practices.

2.19 Other matters mutually agreed upon between BBK and the City Manager / General Manager.

The City shall pay for Special Legal Services at the following blended hourly rates

Attorneys: \$330 per hour

Paralegals, Clerks & Analysts: \$165 per hour

If a matter falls within the list above, BBK shall submit a letter/email to City's Chief Executive Officer informing him/her of the general nature of the matter, the scope of BBK's representation and the attorney(s) that will be assigned.

3. Specialized Attorney & Third Party Reimbursable Legal Services - Description. Third Party Reimbursable Legal Services shall include legal services provided to the City for which the City receives reimbursement from a developer or other third party. These reimbursable legal services typically include litigation for which the City is indemnified by a project applicant, CEQA and land use planning review, review of CC&Rs; establishment of financing districts (i.e., Community Facilities Districts; Assessment Districts; Landscape and Lighting Maintenance Districts); and land use/environmental projects for which the City is entitled to reimbursement. In addition, any matters handled by attorneys with specialized legal expertise shall also be billed at the Third Party Reimbursable Rates. Currently, these include the following BB&K attorneys and their specialties: Eric Garner (Water Law), Jeffrey Chang & Isabel Safie (PERS & Employee Benefits).

The City shall pay for Specialized Attorneys & Third Party Reimbursable Legal Services at the following hourly rates: Private rates for each attorney/paralegal assigned, minus ten percent (10%) as discount.

4. Public Finance Legal Services – Description & Rates. BB&K will provide bond counsel, special counsel or disclosure counsel services at the request of the Client. Such bond counsel and special counsel services include the preparation of all legislative approvals and legal documentation relating to the appropriate sale and delivery of the bonds, notes or other obligations. BB&K will also prepare such closing certificates and legal opinions necessary for

the delivery of the bonds. As disclosure counsel, we will prepare the disclosure documents for the Client and conduct the necessary due diligence related to the transaction. Our fees will be determined based upon the type of financing and the expected involvement of the attorneys involved. We will provide the Client with a detailed description of our services and our fees and reimbursable costs upon the Client's request. Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this Amendment, including with respect to services rendered for the formation of, or annexation to, a CFD (of either the City or other local public agency of which the City Council acts as governing board), as well as the negotiation and preparation of funding agreements and joint financing agreements. Legal services related to the Client's compliance with its continuing disclosure covenants and provide such necessary advice on the Client's compliance shall be billed as Special Legal Services, above.

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

6. Annual Adjustments; Other Mutual Adjustments. The rates or amounts provided for in Sections 1 through 4 shall be automatically increased beginning on July 1, 2024 and every July 1st thereafter during the term of this Agreement, they shall be increased for the change in the cost of living for prior twelve (12) month period published for the month of May, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the Los Angeles-Long Beach area; provided, however, that such adjustment shall never be lower than zero percent (0%) nor higher than four percent (4%). In addition to the automatic rate increases, either BB&K or the City may initiate consideration of a rate increase at any time.

EXHIBIT “B”

BB&K BILLING POLICIES

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

Invoice and Payment Options

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

Fees For Electronically Stored Information (“ESI”) Support and Storage

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

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

The amount BBK charges for basic processing and storage of ESI allows BBK to recover the costs of providing such services, plus a net profit for BBK. BBK believes that the rates it charges for processing and storage are lower than comparable services available from third party vendors in the market. If you wish to contract separately with a third party vendor for processing and storage costs, please notify BBK in writing. [OPTIONAL BBK also provides advanced ESI processing services at hourly rates for personnel in its Litigation Support Group. A copy of BBK’s current rates for such services will be provided upon request.] BBK shall not incur costs for ESI support on a particular matter without first confirming by email or written correspondence with the client that the client agrees such services are necessary for the matter at hand.

Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client’s behalf. In special circumstances which will be discussed with the client and

agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

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

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

Fees For Other Services, Costs and Expenses

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

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

Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

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

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

Monthly Invoices and Payment

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

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

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

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

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

Changes in Fee Arrangements and Budgets

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

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

BEST BEST & KRIEGER LLP

List of Existing Legal Service Rates from Surrounding Cities

City	Law Firm	Rates	LSA Date
City of Azusa	BBK	Retainer \$23,900 per month Non-Retainer Special Services & Enterprise Funds \$301 for partners and \$264 for associates and \$183 for paralegals	March 2012 Annual CPI
City of La Palma	Rutan & Tucker	Retainer \$8,800 per month Non-Retainer/Litigation \$265 Project Reimbursement \$400	August 2022
City of Whittier	Jones & Mayer	Retainer \$30,000 per month Litigation & Special Projects \$230 blended	July 2022
City of Duarte	Rutan & Tucker	General Services \$220 blended Litigation \$250 blended Eminent Domain \$255 per hour blended	March 2022
City of Monrovia	Richards Watson	Retainer / General Services \$20,500 per month Litigation Standard hourly rate discounted by 10% not to exceed \$335/hr Employment \$235 blended Major Projects & Special Services \$235 Shareholders \$220 Associates	November 2021 Beginning January 1, 2023 and annually after, CPI for previous year not to exceed 4%
City of Bell Gardens	Atkinson Andelson	Special Counsel – Labor Relations & Employment \$316-\$350 Partner \$300 Of Counsel \$240-\$285 Associates	June 2020
City of Bell Gardens	Liebert Cassidy	Special Counsel – Labor & Employment \$380 Partner \$325 Sr. Counsel \$210-\$305 Associates	June 2020

List of Existing Legal Service Rates from Surrounding Cities

City of Vernon	Rutan & Tucker	Special Services Litigation \$370 Partner \$295 Associate Special Services Advisory \$350 Partner \$275 Associate	May 2020
City of Lynwood	Alvarez-Glasman	Partners \$220 Associates \$195 Special Matters \$250	September 2019 Source: City of Bell Garden's benchmark
City of South Gate	Alvarado Smith	Public, Closed & Special Session \$225 Weekly Department Meetings \$250 All Other Time \$275	September 2019 Source: City of Bell Garden's benchmark
City of Glendora	Aleshire & Wynder	Retainer \$18,000 per month Matters/projects over six hours \$240 Partners \$220 Associates	March 2018

STAFF REPORT



TO: Honorable Chair and Board Members of the Successor Agency to the Dissolved Community Development Commission of The City of Baldwin Park

FROM: Rose Tam, Director of Finance

DATE: November 16, 2022

SUBJECT: Successor Agency To The Dissolved Community Development Commission of The City of Baldwin Park Warrants and Demands

SUMMARY

Attached is the Warrants and Demands Register for the Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park to be ratified by the City Council.

RECOMMENDATION

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

FISCAL IMPACT

The total of the attached Warrants Register for Successor Agency of the City of Baldwin Park was \$928.13.

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 meeting and the following is a summary of the payment released:

1. The October 6 to November 3, 2022, Successor Agency Warrant with check number 13593 in total amount of \$928.13 was made on behalf of Successor Agency of the City of Baldwin Park constituting of claim and demand against the Successor Agency of the City of Baldwin Park, are herewith presented to the City Council as required by law, and hereby ratified.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Check Register



City of Baldwin Park, CA

Check Register

By (None)

Payment Dates 10/6/2022 - 11/3/2022

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
13593	10/27/2022	JWA URBAN CONSULTANTS IN	AS-NEEDED PROFESSIONAL SE	890-40-440-51101-14405	928.13
Grand Total:					928.13

Report Summary

Fund Summary

Fund	Payment Amount
890 - LOW-MOD INCOME HOUSING	928.13
Grand Total:	928.13

Account Summary

Account Number	Account Name	Payment Amount
890-40-440-51101-14405	PROFESSIONAL SERVICE	928.13
	Grand Total:	928.13

Project Account Summary

Project Account Key	Payment Amount
None	928.13
Grand Total:	928.13

STAFF REPORT



TO: Honorable Chair and Board Members of the Successor Agency
to the Dissolved Community Development Commission of the
City of Baldwin Park

FROM: Rose Tam, Director of Finance

DATE: November 16, 2022

SUBJECT: Treasurer's Report – September 2022

SUMMARY

Attached is the Treasurer's Report for the month of September 2022. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that the Board receive and file the Treasurer's Report for September 2022.

FISCAL IMPACT

None

BACKGROUND

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

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
9/30/2022

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	1.513%	Varies	Varies	\$ 39,960,890.22	\$ 39,960,890.22	\$ 39,960,890.22	\$ 39,960,890.22
Housing Authority	1.513%	Varies	Varies	14,160.89	14,160.89	14,160.89	14,160.89
				<u>39,975,051.11</u>	<u>39,975,051.11</u>	<u>39,975,051.11</u>	<u>39,975,051.11</u>
<u>Federal Farm CR BKS Bond</u>	4.125%	9/26/2022	10/17/2023	3,000,000.00	3,000,000.00	3,000,000.00	2,992,740.00
Mutual Securities				<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>2,992,740.00</u>
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,740,948.75	6,740,948.75	6,740,948.75	6,740,948.75
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	2,666.94	2,666.94	2,666.94	2,666.94
				<u>6,743,615.69</u>	<u>6,743,615.69</u>	<u>6,743,615.69</u>	<u>6,743,615.69</u>
					*		
				<u>\$ 49,718,666.80</u>	<u>\$ 49,718,666.80</u>	<u>\$ 49,718,666.80</u>	<u>\$ 49,711,406.80</u>
Total Investments						\$ 49,718,666.80	
<u>Cash with Bank of the West</u>							
City Checking (General)						16,240,318.30	
Money Market Plus						0.00	
City Miscellaneous Cash (W/C, P/R)						801,196.77	
Successor Agency						496,924.85	
Housing Authority						<u>886,077.12</u>	
Total Cash with Bank of the West						18,424,517.04	
Investment Brokerage Capital Reserves (Dividend Option Cash)						<u>258,504.51</u>	
Total Cash and Investments						<u>\$ 68,401,688.35</u>	

* In accordance with AB X126, the Community Development Commission is dissolved effective January 31, 2012. The successor agency name is "The City of Baldwin Park as Successor Agency to the Community Development Commission of the City of Baldwin Park".

* There was one investment maturity/purchase transactions made for the month of September 2022 and several deposits/withdrawals were made through the Local Agency Investment Fund.

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

Approved by:


Rose Tam
Director of Finance

AGENDA
BALDWIN PARK FINANCE AUTHORITY
REGULAR MEETING
COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

November 16, 2022
7:00 PM

Audio Streaming will be available at:

https://www.youtube.com/channel/UCFLZ0_dDFRiy59rhiDZ13Fg/featured?view_as=subscriber

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

Audio Streaming Simultaneously in Spanish will be available at:

<https://www.youtube.com/channel/UC3bPFBIHcoPIks1XqetmGcA>



Emmanuel J. Estrada	-	Chair
Daniel Damian	-	Vice Chair
Alejandra Avila	-	Board Member
Monica Garcia	-	Board Member
Paul C. Hernandez	-	Board Member

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 cualquiera 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.

FINANCE AUTHORITY

REGULAR MEETING – 7:00 PM

CALL TO ORDER

ROLL CALL

**Board Members: Alejandra Avila, Monica Garcia, Paul C. Hernandez,
Vice Chair Daniel Damian, and Chair Emmanuel J. Estrada**

PUBLIC COMMUNICATIONS

THIS IS THE TIME SET ASIDE TO ADDRESS THE CITY COUNCIL

PLEASE NOTIFY THE CITY CLERK IF YOU REQUIRE THE SERVICES OF AN INTERPRETER

No action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The legislative body or its staff may: 1) Briefly respond to statements made or questions asked by persons; or 2) Direct staff to investigate and/or schedule matters for consideration at a future meeting. [Government Code §54954.2]

ESTE ES EL PERIODO DESIGNADO PARA DIRIGIRSE AL CONCILIO

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

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

If you wish to comment on agenda items, please email your name, City of residence, item number and a phone number where you will be available between the hours of 7:00 PM to 8:00 PM on October 19, 2022 to comments@baldwinpark.com. You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. If you are a non-English Speaker and require translation services in another language other than Spanish, please indicate your request in your communication up to 48 hours prior to the meeting. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.

CONSENT CALENDAR

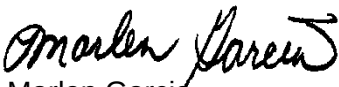
1. Treasurer's Report – September 2022

Staff recommends that the Board receive and file the Treasurer's Report for September 2022.

ADJOURNMENT

CERTIFICATION

I, Marlen Garcia, Secretary of the Finance Authority hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 10th day of November, 2022.



Marlen Garcia,
City Clerk

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

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STAFF REPORT



TO: Honorable Chair and Board Members of the Financing Authority

FROM: Rose Tam, Director of Finance

DATE: November 16, 2022

SUBJECT: Treasurer's Report – September 2022

SUMMARY

Attached is the Treasurer's Report for the month of September 2022. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that the Board receive and file the Treasurer's Report for September 2022.

FISCAL IMPACT

None

BACKGROUND

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

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
9/30/2022

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
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				<u>39,975,051.11</u>	<u>39,975,051.11</u>	<u>39,975,051.11</u>	<u>39,975,051.11</u>
<u>Federal Farm CR BKS Bond</u>	4.125%	9/26/2022	10/17/2023	3,000,000.00	3,000,000.00	3,000,000.00	2,992,740.00
Mutual Securities				<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>2,992,740.00</u>
<u>US Bank - Debt Service Trustee Accounts</u>							
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Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	2,666.94	2,666.94	2,666.94	2,666.94
				<u>6,743,615.69</u>	<u>6,743,615.69</u>	<u>6,743,615.69</u>	<u>6,743,615.69</u>
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				<u>\$ 49,718,666.80</u>	<u>\$ 49,718,666.80</u>	<u>\$ 49,718,666.80</u>	<u>\$ 49,711,406.80</u>
Total Investments						\$ 49,718,666.80	
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* There was one investment maturity/purchase transactions made for the month of September 2022 and several deposits/withdrawals were made through the Local Agency Investment Fund.

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

Approved by:


Rose Tam
Director of Finance

AGENDA
BALDWIN PARK HOUSING AUTHORITY
REGULAR MEETING
COUNCIL CHAMBER - 14403 E. Pacific Avenue, Baldwin Park, 91706

November 16, 2022

7:00 PM

Audio Streaming will be available at:

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Emmanuel J. Estrada	- Chair
Daniel Damian	- Vice Chair
Alejandra Avila	Board Member
Monica Garcia	- Board Member
Paul C. Hernandez	- Board Member

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**HOUSING AUTHORITY
REGULAR MEETING – 7:00 PM**

CALL TO ORDER

ROLL CALL

**Board Members: Alejandra Avila, Monica Garcia, Paul C. Hernandez,
Vice Chair Daniel Damian, and Chair Emmanuel J. Estrada**

PUBLIC COMMUNICATIONS

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

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CONSENT CALENDAR

1. Baldwin Park Housing Authority's Warrants and Demands

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

2. Treasurer's Report – September 2022

Staff recommends that the Board receive and file the Treasurer's Report for September 2022.

ADJOURNMENT

CERTIFICATION

I, Marlen Garcia, Secretary of the Housing Authority hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 10th day of November, 2022.



Marlen Garcia,
City Clerk

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STAFF REPORT



TO: Honorable Chair and Board Members of the Housing Authority
FROM: Rose Tam, Director of Finance
DATE: November 16, 2022
SUBJECT: Baldwin Park Housing Authority's Warrants and Demands

SUMMARY

Attached are the Warrants and Demands Registers for the City of Baldwin Park Housing Authority to be ratified by the Board.

RECOMMENDATION

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

FISCAL IMPACT

The total of the Warrants and Demands for Housing Authority was \$ 547,858.14.

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 meeting and the following is a summary of the payment released:

1. The October 6 to November 3, 2022 Warant check numbers 72642 through 72650 in the amount of \$3,344.00 and Automated Clearing House (ACH) In the amount of \$544,514.14 were made on behalf of City of Baldwin Park Housing Authority constituting of claims and demands, are herewith presented to the Board as required by law, and hereby ratified.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Happy Check Register
2. Happy Check Register ACH

Check Register Report

11/1/2022

Date Range: 10/06/2022...11/03/2022

VMS Date Range: ...

Program: 1-Housing Choice Voucher

Payment Type:

Check Numbers: ...

Direct Deposit: Exclude Direct Deposit

Check Cleared: All

Port Status: Include Port Ins

Zero HAPs: Include Zero HAPs

Voided Payments: Omit Voided Payments

Held Checks: Exclude Held Checks

Grouped by:

Program and Increment

Sorted by:

Check Number

Housing Choice Voucher

☒ Check Number	Check Date	VMS Date	Payee Name	DD	Amount
☐ 72642	11/01/2022	11/01/2022	Bertha Cedillo	☐	\$128.00
☐ 72643	11/01/2022	11/01/2022	Vanessa G Ross	☐	\$58.00
☐ 72644	11/01/2022	11/01/2022	Guadalupe M Murillo	☐	\$64.00
☐ 72645	11/01/2022	11/01/2022	Rebecca Galindo	☐	\$31.00
☐ 72646	11/01/2022	11/01/2022	Serena L Sabatino	☐	\$30.00
☐ 72647	11/01/2022	11/01/2022	Mindy Sophia Aguirre	☐	\$33.00
☐ 72648	11/01/2022	11/01/2022	Camille M Lovesmith	☐	\$4.00
☐ 72649	11/01/2022	11/01/2022	Eternal Link LLC	☐	\$1780.00
☐ 72650	11/01/2022	11/01/2022	Kimmie Mu Matsunaga and David Mu	☐	\$1216.00

Housing Choice Voucher

Total	\$3,344.00
Average	\$371.56
Unit Count	2
Average Weighted by Unit Count	\$1,498.00
Hard to House Count	

Check Register Report

11/1/2022

Date Range: 10/06/2022...11/03/2022

Grouped by:

Program and Increment

VMS Date Range: ...

Program: 1-Housing Choice Voucher

Sorted by:

Check Number

Payment Type:

Check Numbers: ...

Direct Deposit: Include Direct Deposit

Check Cleared: All

Port Status: Include Port Ins

Zero HAPs: Include Zero HAPs

Voided Payments: Omit Voided Payments

Held Checks: Exclude Held Checks

Housing Choice Voucher

✓ Check Number	Check Date	VMS Date	Payee Name	DD	Amount
☐ 29429	10/11/2022	10/01/2022	Donna J Falls	☒	\$811.00
☐ 29430	10/11/2022	10/01/2022	Irma Diaz	☒	\$1142.00
☐ 29431	10/11/2022	10/01/2022	Diba Management	☒	\$1794.00
☐ 29432	10/11/2022	10/01/2022	Francisco J. Sanchez and Gloria	☒	\$1262.00
☐ 29433	10/11/2022	08/01/2022	Vintage West Covina	☒	\$1392.00
☐ 29434	10/11/2022	10/01/2022	Mozhgan Tavakoli	☒	\$1555.00
☐ 29435	10/11/2022	10/01/2022	Emilio De Jesus Cruz	☒	\$670.00
☐ 29436	10/11/2022	10/01/2022	Doreen E. Ewing	☒	\$1184.00
☐ 29437	10/11/2022	10/01/2022	725-731 W. Duarte Rd, LLC	☒	\$997.00
☐ 29438	10/11/2022	10/01/2022	Antonio & Aida Rinos	☒	\$291.00
☐ 29439	10/11/2022	10/01/2022	Anna & Simon Choi	☒	\$23.00
☐ 29440	11/01/2022	11/01/2022	Y & H Investment, Inc.	☒	\$1498.00
☐ 29441	11/01/2022	11/01/2022	Eunice Property, LLC	☒	\$1242.00
☐ 29442	11/01/2022	11/01/2022	Wilson Apartment Associates L.P.	☒	\$754.00
☐ 29443	11/01/2022	11/01/2022	Monet Huong Nguyen	☒	\$2467.00
☐ 29444	11/01/2022	11/01/2022	ASCENSION HOLDINGS LLC	☒	\$1244.00
☐ 29445	11/01/2022	11/01/2022	Tom Cinquegrani	☒	\$1233.00
☐ 29446	11/01/2022	11/01/2022	Mark T. Fernandez	☒	\$1033.00
☐ 29447	11/01/2022	11/01/2022	Melody (Muoi) Dao	☒	\$1426.00
☐ 29448	11/01/2022	11/01/2022	John W. Ruwitch and Anh Lam Truong	☒	\$1182.00
☐ 29449	11/01/2022	11/01/2022	SAE GROUP, LLC	☒	\$1780.00
☐ 29450	11/01/2022	11/01/2022	Wei Zhen Su	☒	\$695.00
☐ 29451	11/01/2022	11/01/2022	Mallorca Apartments, LTD	☒	\$1519.00
☐ 29452	11/01/2022	11/01/2022	Michael I. or Ling Brooks	☒	\$917.00
☐ 29453	11/01/2022	11/01/2022	Donna J Falls	☒	\$811.00
☐ 29454	11/01/2022	11/01/2022	Cipriano Salazar Jr.	☒	\$1453.00
☐ 29455	11/01/2022	11/01/2022	Dung Tran	☒	\$572.00
☐ 29456	11/01/2022	11/01/2022	Monrovia 612, LP	☒	\$14702.00
☐ 29457	11/01/2022	11/01/2022	Leslie K Ng	☒	\$779.00
☐ 29458	11/01/2022	11/01/2022	Jun Hua Hu	☒	\$2728.00
☐ 29459	11/01/2022	11/01/2022	Quoc T. Vo	☒	\$861.00
☐ 29460	11/01/2022	11/01/2022	Orange County Housing Authority	☒	\$1160.14

☐ 29461	11/01/2022	11/01/2022	Lien Diep	☒	\$1034.00
☐ 29462	11/01/2022	11/01/2022	Rosa Lamas-Serratos	☒	\$1723.00
☐ 29463	11/01/2022	11/01/2022	Primrose Villa	☒	\$2950.00
☐ 29464	11/01/2022	11/01/2022	Vinh H. Lai	☒	\$1138.00
☐ 29465	11/01/2022	11/01/2022	Malcolm Oso	☒	\$620.00
☐ 29466	11/01/2022	11/01/2022	Dieu-Thuy Nu Ton	☒	\$1547.00
☐ 29467	11/01/2022	11/01/2022	Dajojo, LLC	☒	\$697.00
☐ 29468	11/01/2022	11/01/2022	Irma Diaz	☒	\$686.00
☐ 29469	11/01/2022	11/01/2022	Don Norwood	☒	\$1373.00
☐ 29470	11/01/2022	11/01/2022	Aaron Abdus Shakoor	☒	\$1464.00
☐ 29471	11/01/2022	11/01/2022	Ana Thai	☒	\$874.00
☐ 29472	11/01/2022	11/01/2022	SRI Properties No 15 LLC	☒	\$1332.00
☐ 29473	11/01/2022	11/01/2022	Larry Chow	☒	\$3307.00
☐ 29474	11/01/2022	11/01/2022	T & T Asset Holding, LLC	☒	\$517.00
☐ 29475	11/01/2022	11/01/2022	Michael Alfred Alarcon	☒	\$1334.00
☐ 29476	11/01/2022	11/01/2022	Mousa Boushaaya	☒	\$1458.00
☐ 29477	11/01/2022	11/01/2022	Tuan Viet Ho	☒	\$2082.00
☐ 29478	11/01/2022	11/01/2022	Carl P Heinzen	☒	\$1850.00
☐ 29480	11/01/2022	11/01/2022	Jun Ye and Ming Feng	☒	\$1760.00
☐ 29481	11/01/2022	11/01/2022	4324 Walnut St LLC	☒	\$912.00
☐ 29482	11/01/2022	11/01/2022	El Monte Housing Partners LP - The	☒	\$10139.00
☐ 29483	11/01/2022	11/01/2022	Joseph T. Tung	☒	\$1099.00
☐ 29484	11/01/2022	11/01/2022	Alamitas LLC	☒	\$906.00
☐ 29485	11/01/2022	11/01/2022	Avalon Monrovia LLC	☒	\$1209.00
☐ 29486	11/01/2022	11/01/2022	Pro Management Inc.	☒	\$1399.00
☐ 29487	11/01/2022	11/01/2022	Andrew & Eva Fogg	☒	\$1403.00
☐ 29488	11/01/2022	11/01/2022	Heritage Park Villas LP	☒	\$22402.00
☐ 29489	11/01/2022	11/01/2022	Diba Management	☒	\$11831.00
☐ 29490	11/01/2022	11/01/2022	Palo Verde Apartments, LP	☒	\$914.00
☐ 29491	11/01/2022	11/01/2022	Ha X Van	☒	\$3192.00
☐ 29492	11/01/2022	11/01/2022	Chen Jackson	☒	\$827.00
☐ 29493	11/01/2022	11/01/2022	Philip Tsui	☒	\$984.00
☐ 29494	11/01/2022	11/01/2022	Paul Yen	☒	\$2125.00
☐ 29495	11/01/2022	11/01/2022	Mie Chen	☒	\$2469.00
☐ 29496	11/01/2022	11/01/2022	Becky Binh Nguyet Luu or Eddie Ma	☒	\$1828.00
☐ 29497	11/01/2022	11/01/2022	Tinh Van Le	☒	\$628.00
☐ 29498	11/01/2022	11/01/2022	Everardo Garcia	☒	\$2674.00
☐ 29499	11/01/2022	11/01/2022	Ngoc T. Lieu	☒	\$2740.00
☐ 29500	11/01/2022	11/01/2022	Alfred Tai-Kong Ho and Lisa Chen	☒	\$1041.00
☐ 29501	11/01/2022	11/01/2022	Covina 023 Woods 206 LP c/o	☒	\$1317.00
☐ 29502	11/01/2022	11/01/2022	Doreen Han	☒	\$784.00
☐ 29503	11/01/2022	11/01/2022	Roland Wiekamp	☒	\$1397.00
☐ 29504	11/01/2022	11/01/2022	Siu Fung Mak	☒	\$1488.00
☐ 29505	11/01/2022	11/01/2022	Baldwin Park Family Housing Limited	☒	\$21129.00
☐ 29506	11/01/2022	11/01/2022	Baldwin Park Family Housing Limited	☒	\$66.00
☐ 29507	11/01/2022	11/01/2022	Grace Chiou	☒	\$922.00

☐ 29508	11/01/2022	11/01/2022	Marina Alvarez	☒	\$2106.00
☐ 29509	11/01/2022	11/01/2022	Zhi Min Li and WXL Investments Inc.	☒	\$2344.00
☐ 29510	11/01/2022	11/01/2022	Sui Man Mak	☒	\$831.00
☐ 29511	11/01/2022	11/01/2022	Henry Wong	☒	\$1861.00
☐ 29512	11/01/2022	11/01/2022	West Covina Senior Villas II, LP	☒	\$509.00
☐ 29513	11/01/2022	11/01/2022	Dung Trung Pham and Tammy Tram	☒	\$98.00
☐ 29514	11/01/2022	11/01/2022	Francisco J. Sanchez and Gloria	☒	\$1109.00
☐ 29515	11/01/2022	11/01/2022	Blessed Rock of El Monte	☒	\$22674.00
☐ 29516	11/01/2022	11/01/2022	Blessed Rock of El Monte	☒	\$2262.00
☐ 29517	11/01/2022	11/01/2022	Vintage West Covina	☒	\$7244.00
☐ 29518	11/01/2022	11/01/2022	Alfonso Contreras	☒	\$1360.00
☐ 29519	11/01/2022	11/01/2022	Ryan Quach and Hue Cao	☒	\$1774.00
☐ 29520	11/01/2022	11/01/2022	Alta Vista Villas, LP c/o Yale	☒	\$2656.00
☐ 29521	11/01/2022	11/01/2022	Miriam Barrera	☒	\$2325.00
☐ 29522	11/01/2022	11/01/2022	West Covina Seniors Villas I	☒	\$1076.00
☐ 29523	11/01/2022	11/01/2022	Brookhollow Apartments	☒	\$11395.00
☐ 29524	11/01/2022	11/01/2022	Rahmat Ray Nehdar	☒	\$1266.00
☐ 29525	11/01/2022	11/01/2022	Alexander Chan	☒	\$2072.00
☐ 29526	11/01/2022	11/01/2022	Phat Binh Vuong	☒	\$947.00
☐ 29527	11/01/2022	11/01/2022	Alan Wu	☒	\$786.00
☐ 29528	11/01/2022	11/01/2022	Henry Ho	☒	\$1285.00
☐ 29529	11/01/2022	11/01/2022	PAMA IV Properties, LP	☒	\$3911.00
☐ 29530	11/01/2022	11/01/2022	Roger Hin Nam Mak	☒	\$9375.00
☐ 29531	11/01/2022	11/01/2022	LAT Investments, LLC	☒	\$6340.00
☐ 29532	11/01/2022	11/01/2022	Xitlalai Del Real Sanchez	☒	\$940.00
☐ 29533	11/01/2022	11/01/2022	Mary L. Haynes	☒	\$1008.00
☐ 29534	11/01/2022	11/01/2022	Clinett Glazis	☒	\$434.00
☐ 29535	11/01/2022	11/01/2022	Jim & Nancy Bailey	☒	\$584.00
☐ 29536	11/01/2022	11/01/2022	Kimberly Nguyen	☒	\$703.00
☐ 29537	11/01/2022	11/01/2022	Joseph M. Kwok	☒	\$1788.00
☐ 29538	11/01/2022	11/01/2022	Leng Zhang and Bao Ying Jiang	☒	\$1340.00
☐ 29539	11/01/2022	11/01/2022	Mack E Titus	☒	\$408.00
☐ 29540	11/01/2022	11/01/2022	William J Rogers	☒	\$957.00
☐ 29541	11/01/2022	10/01/2022	Lourdes J. Garrison	☒	\$3210.00
☐ 29542	11/01/2022	11/01/2022	Angelica Garcia	☒	\$2355.00
☐ 29543	11/01/2022	11/01/2022	Sophia Wong	☒	\$1065.00
☐ 29544	11/01/2022	11/01/2022	Lois J Gaston	☒	\$835.00
☐ 29545	11/01/2022	11/01/2022	Doan & Lily Thi	☒	\$2033.00
☐ 29546	11/01/2022	11/01/2022	El Monte Affordable Housing Partner	☒	\$372.00
☐ 29547	11/01/2022	11/01/2022	Jose Baudello Delgado	☒	\$1142.00
☐ 29548	11/01/2022	11/01/2022	Larry Mimms	☒	\$1600.00
☐ 29549	11/01/2022	11/01/2022	Jaime Jimenez	☒	\$675.00
☐ 29550	11/01/2022	11/01/2022	Ramiro Viramontes and Veronica	☒	\$320.00
☐ 29551	11/01/2022	11/01/2022	Fat Law	☒	\$870.00
☐ 29552	11/01/2022	11/01/2022	Kevin Kambor Kwong and Yuk Ming	☒	\$1723.00
☐ 29553	11/01/2022	11/01/2022	Kan Investments LTD, LLC	☒	\$536.00

☐ 29554	11/01/2022	11/01/2022	Dwight Chang	☒	\$2331.00
☐ 29555	11/01/2022	11/01/2022	Cameron Park Community Partners,	☒	\$1622.00
☐ 29556	11/01/2022	11/01/2022	Mozhgan Tavakoli	☒	\$1555.00
☐ 29557	11/01/2022	11/01/2022	Jun Tang	☒	\$233.00
☐ 29558	11/01/2022	11/01/2022	Anmelindon LLC	☒	\$2330.00
☐ 29559	11/01/2022	11/01/2022	Lourdes Vela	☒	\$3421.00
☐ 29560	11/01/2022	11/01/2022	Gilbert Roybal	☒	\$1465.00
☐ 29561	11/01/2022	11/01/2022	Philip & Fanny Kwok	☒	\$1468.00
☐ 29562	11/01/2022	11/01/2022	Woodside Village Apartments LP	☒	\$6742.00
☐ 29563	11/01/2022	11/01/2022	Robert Lawe	☒	\$840.00
☐ 29564	11/01/2022	11/01/2022	Cynthia Pham	☒	\$756.00
☐ 29565	11/01/2022	11/01/2022	Fanny Chan	☒	\$969.00
☐ 29566	11/01/2022	11/01/2022	Baldwin Rose LP	☒	\$1666.00
☐ 29567	11/01/2022	11/01/2022	Kwan and Mei Chiang	☒	\$1367.00
☐ 29568	11/01/2022	11/01/2022	Sergio Molina	☒	\$226.00
☐ 29569	11/01/2022	11/01/2022	Chuen Lau	☒	\$1679.00
☐ 29570	11/01/2022	11/01/2022	Tanya H Chen	☒	\$2395.00
☐ 29571	11/01/2022	11/01/2022	JM Lam Investment LLC	☒	\$911.00
☐ 29572	11/01/2022	11/01/2022	Vijay Gulati	☒	\$4630.00
☐ 29573	11/01/2022	11/01/2022	Ngoc Lieu	☒	\$894.00
☐ 29574	11/01/2022	11/01/2022	Joseph H. Garcia	☒	\$1399.00
☐ 29575	11/01/2022	11/01/2022	Lark Ellen Village	☒	\$9819.00
☐ 29576	11/01/2022	11/01/2022	Xuyen Thach Han	☒	\$2500.00
☐ 29577	11/01/2022	11/01/2022	EZ APT LLC	☒	\$1460.00
☐ 29578	11/01/2022	11/01/2022	Kim Wah Wong and Sau Yi Wong	☒	\$1334.00
☐ 29579	11/01/2022	11/01/2022	Lucena A Ewing	☒	\$2994.00
☐ 29580	11/01/2022	11/01/2022	Jocelyn Jae Jhong	☒	\$1957.00
☐ 29581	11/01/2022	11/01/2022	Virginia Carlson	☒	\$1137.00
☐ 29582	11/01/2022	11/01/2022	Emilio De Jesus Cruz	☒	\$653.00
☐ 29583	11/01/2022	11/01/2022	Isabel R Sanchez	☒	\$1458.00
☐ 29584	11/01/2022	11/01/2022	Cienega Garden Apartments	☒	\$4707.00
☐ 29585	11/01/2022	11/01/2022	Vinh Hong Lai	☒	\$2552.00
☐ 29586	11/01/2022	11/01/2022	Doreen E. Ewing	☒	\$2747.00
☐ 29587	11/01/2022	11/01/2022	Moller Property Management	☒	\$599.00
☐ 29588	11/01/2022	11/01/2022	TPA/NASCH LLC, Westgate as a sole	☒	\$1387.00
☐ 29589	11/01/2022	11/01/2022	TDF LP - Pacific Towers c/o Winn	☒	\$10585.00
☐ 29590	11/01/2022	11/01/2022	Paul & Annie W Chau	☒	\$951.00
☐ 29591	11/01/2022	11/01/2022	Steven Eraj Espantman and Marta	☒	\$1214.00
☐ 29592	11/01/2022	11/01/2022	LEFA Trust	☒	\$1013.00
☐ 29593	11/01/2022	11/01/2022	Gilbert Dominguez	☒	\$9104.00
☐ 29594	11/01/2022	11/01/2022	Up Hill Investment Inc.	☒	\$1817.00
☐ 29595	11/01/2022	11/01/2022	Dieu Van Huynh	☒	\$965.00
☐ 29596	11/01/2022	11/01/2022	Kelly Nguyen	☒	\$1210.00
☐ 29597	11/01/2022	11/01/2022	Ramona Property Managers, Inc.	☒	\$567.00
☐ 29598	11/01/2022	11/01/2022	Badillo Street Senior Apartments, LLC	☒	\$17387.00
☐ 29599	11/01/2022	11/01/2022	Monrovia Heritage Park LP	☒	\$15896.00

☐ 29600	11/01/2022	11/01/2022	Los Angeles County Housing Authority	☒	\$66.00
☐ 29601	11/01/2022	11/01/2022	James or Barbara Fox	☒	\$1085.00
☐ 29602	11/01/2022	11/01/2022	Mayra Ortega	☒	\$1169.00
☐ 29603	11/01/2022	11/01/2022	Sel Homes LLC	☒	\$7121.00
☐ 29604	11/01/2022	11/01/2022	Hui Chuan Wang	☒	\$3067.00
☐ 29605	11/01/2022	11/01/2022	725-731 W. Duarte Rd, LLC	☒	\$395.00
☐ 29606	11/01/2022	11/01/2022	Nhan Nguyen and Amy Tran	☒	\$2544.00
☐ 29607	11/01/2022	11/01/2022	Puente Villa LLC	☒	\$448.00
☐ 29608	11/01/2022	11/01/2022	RAMONA BLVD. FAMILY	☒	\$6916.00
☐ 29609	11/01/2022	11/01/2022	AJG Realty Inc.	☒	\$1553.00
☐ 29610	11/01/2022	11/01/2022	Maria Martha Martinez	☒	\$1859.00
☐ 29611	11/01/2022	11/01/2022	Antonio & Aida Rinos	☒	\$1727.00
☐ 29612	11/01/2022	11/01/2022	Greater San Gabriel Valley Property	☒	\$1054.00
☐ 29613	11/01/2022	11/01/2022	Annette C Scott	☒	\$1443.00
☐ 29614	11/01/2022	11/01/2022	Denise Van Pham	☒	\$3184.00
☐ 29615	11/01/2022	11/01/2022	1024 Royal Oaks LP dba Whispering	☒	\$13445.00
☐ 29616	11/01/2022	11/01/2022	1024 Royal Oaks LP dba Whispering	☒	\$5190.00
☐ 29617	11/01/2022	11/01/2022	Derek Sim	☒	\$921.00
☐ 29618	11/01/2022	11/01/2022	Josephine Tran	☒	\$1240.00
☐ 29619	11/01/2022	11/01/2022	Allan M. & Virginia J Chipp and Ralph	☒	\$2470.00
☐ 29620	11/01/2022	11/01/2022	Amparo M Limon	☒	\$201.00
☐ 29621	11/01/2022	11/01/2022	Zi Jian Li	☒	\$1839.00
☐ 29622	11/01/2022	11/01/2022	Minh A Nguyen	☒	\$676.00
☐ 29623	11/01/2022	11/01/2022	Jaime Barcena	☒	\$136.00
☐ 29624	11/01/2022	11/01/2022	Monica D Mao	☒	\$874.00
☐ 29625	11/01/2022	11/01/2022	Shiu-Ein Huang	☒	\$304.00
☐ 29626	11/01/2022	11/01/2022	LAI MING LEUNG	☒	\$506.00
☐ 29627	11/01/2022	11/01/2022	The Promenade Housing Partners, LP	☒	\$5571.00
☐ 29628	11/01/2022	11/01/2022	Paramjit S Nijjar	☒	\$1992.00
☐ 29629	11/01/2022	11/01/2022	Rosa Beltran	☒	\$1344.00
☐ 29630	11/01/2022	11/01/2022	James Ronald Nguyen	☒	\$1763.00
☐ 29631	11/01/2022	11/01/2022	Takis Bogris	☒	\$991.00
☐ 29632	11/01/2022	11/01/2022	Ynfante Holdings I, LLC	☒	\$909.00
☐ 29633	11/01/2022	11/01/2022	Roman Basin	☒	\$678.00
☐ 29634	11/01/2022	11/01/2022	Sandhya Kal and Padma Kal	☒	\$1317.00
☐ 29635	11/01/2022	11/01/2022	K. Carl and Zitta A Setian	☒	\$1097.00
☐ 29636	11/01/2022	11/01/2022	Nomer Lacson	☒	\$1685.00
☐ 29637	11/01/2022	11/01/2022	Anna & Simon Choi	☒	\$1353.00
☐ 29638	11/01/2022	11/01/2022	Chung Thi Pham	☒	\$2184.00
☐ 29639	11/01/2022	11/01/2022	Rosie Leon	☒	\$1263.00
☐ 29640	11/01/2022	11/01/2022	Roy Lam	☒	\$1158.00
☐ 29641	11/01/2022	11/01/2022	Golden Dragon Properties LLC c/o	☒	\$1225.00
☐ 29642	11/01/2022	11/01/2022	Nancy H Shen	☒	\$726.00
☐ 29643	11/01/2022	11/01/2022	Joe Clark	☒	\$1295.00
☐ 29644	11/01/2022	11/01/2022	Richard A DaSylveira	☒	\$301.00
☐ 29645	11/01/2022	11/01/2022	Sara Romo	☒	\$1939.00

☐ 29646	11/01/2022	11/01/2022	T & P Property LLC	☒	\$876.00
☐ 29647	11/01/2022	11/01/2022	Singing Wood Senior Housing LP	☒	\$9260.00
☐ 29648	11/01/2022	11/01/2022	Michael H Phuong	☒	\$968.00
☐ 29649	11/01/2022	11/01/2022	Sitara B. Mamdani	☒	\$1936.00
☐ 29650	11/01/2022	11/01/2022	Joseph Pham	☒	\$820.00
☐ 29651	11/01/2022	11/01/2022	Garvey Senior Affordable Partners, LP	☒	\$1828.00
☐ 29652	11/01/2022	11/01/2022	Ryan Kinpong Woo and Ching King	☒	\$892.00
☐ 29653	11/01/2022	11/01/2022	Mei Yan Chen	☒	\$1185.00
☐ 29654	11/01/2022	11/01/2022	Tsz-Hong Yeung and Sin Kwan Lo	☒	\$1385.00
☐ 29655	11/01/2022	11/01/2022	Shawn Hui Zhen	☒	\$2688.00
☐ 29656	11/01/2022	11/01/2022	Fred Lau	☒	\$994.00

Housing Choice Voucher	Total	\$537,200.14
	Average	\$1,096.33
	Unit Count	481
	Average Weighted by Unit Count	\$1,120.91
	Hard to House Count	

Check Register Report

11/1/2022

Date Range: 10/06/2022...11/03/2022

Grouped by:

Program and Increment

VMS Date Range: ...

Program: 4-Emergency Housing Vouchers

Sorted by:

Check Number

Payment Type:

Check Numbers: ...

Direct Deposit: All

Check Cleared: All

Port Status: Include Port Ins

Zero HAPs: Include Zero HAPs

Voided Payments: Omit Voided Payments

Held Checks: Exclude Held Checks

Emergency Housing Vouchers

✓ Check Number	Check Date	VMS Date	Payee Name	DD	Amount
☐ 29479	11/01/2022	11/01/2022	Xiaomin Lin and Xiaoxi Wu	☒	\$2295.00
☐ 29489	11/01/2022	11/01/2022	Diba Management	☒	\$736.00
☐ 29615	11/01/2022	08/01/2022	1024 Royal Oaks LP dba Whispering	☒	\$4283.00

Emergency Housing Vouchers

Total	\$7,314.00
Average	\$1,044.86
Unit Count	7
Average Weighted by Unit Count	\$1,044.86
Hard to House Count	1

① HAS BOTH HCV and EHV - EXPENSES

STAFF REPORT



TO: Honorable Chair and Board Members of the Housing Authority
FROM: Rose Tam, Director of Finance
DATE: November 16, 2022
SUBJECT: Treasurer's Report – September 2022

SUMMARY

Attached is the Treasurer's Report for the month of September 2022. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that the Board receive and file the Treasurer's Report for September 2022.

FISCAL IMPACT

None

BACKGROUND

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

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
9/30/2022

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	1.513%	Varies	Varies	\$ 39,960,890.22	\$ 39,960,890.22	\$ 39,960,890.22	\$ 39,960,890.22
Housing Authority	1.513%	Varies	Varies	14,160.89	14,160.89	14,160.89	14,160.89
				<u>39,975,051.11</u>	<u>39,975,051.11</u>	<u>39,975,051.11</u>	<u>39,975,051.11</u>
<u>Federal Farm CR BKS Bond</u>	4.125%	9/26/2022	10/17/2023	3,000,000.00	3,000,000.00	3,000,000.00	2,992,740.00
Mutual Securities				<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>2,992,740.00</u>
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,740,948.75	6,740,948.75	6,740,948.75	6,740,948.75
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	2,666.94	2,666.94	2,666.94	2,666.94
				<u>6,743,615.69</u>	<u>6,743,615.69</u>	<u>6,743,615.69</u>	<u>6,743,615.69</u>
					*		
				<u>\$ 49,718,666.80</u>	<u>\$ 49,718,666.80</u>	<u>\$ 49,718,666.80</u>	<u>\$ 49,711,406.80</u>
Total Investments						\$ 49,718,666.80	
<u>Cash with Bank of the West</u>							
City Checking (General)						16,240,318.30	
Money Market Plus						0.00	
City Miscellaneous Cash (W/C, P/R)						801,196.77	
Successor Agency						496,924.85	
Housing Authority						<u>886,077.12</u>	
Total Cash with Bank of the West						18,424,517.04	
Investment Brokerage Capital Reserves (Dividend Option Cash)						<u>258,504.51</u>	
Total Cash and Investments						<u>\$ 68,401,688.35</u>	

* In accordance with AB X126, the Community Development Commission is dissolved effective January 31, 2012. The successor agency name is "The City of Baldwin Park as Successor Agency to the Community Development Commission of the City of Baldwin Park".

* There was one investment maturity/purchase transactions made for the month of September 2022 and several deposits/withdrawals were made through the Local Agency Investment Fund.

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

Approved by:


Rose Tam
Director of Finance